# Council Business Meeting Agenda

**ASHLAND CITY COUNCIL**
**BUSINESS MEETING AGENDA**
**Tuesday, July 18, 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/CHAIR OF THE COUNCIL ANNOUNCEMENTS**
V. **APPROVAL OF MINUTES *****
   1. Minutes of the June 20, 2023 – Business Meeting
   2. Minutes of June 29, 2023 – Special Business Meeting
VI. **SPECIAL PRESENTATIONS**
   1. City of Guanajuato, Mexico - Sister City Visit
   2. Wildlife Crossing on I-5 in South Ashland
VII. **CITY MANAGER REPORT**
VIII. **PUBLIC FORUM (15 minutes)**
IX. **CONSENT AGENDA**
   1. Liquor License for Bird and Rye at 23 South 2nd St.
   2. Resolution 2023-21 Budget Supplemental for All-In Grant
   3. Resolution 2023-22 Budget Supplemental for Stracker Solar and ODOE Grant
   4. DLCD Housing Grant Application Authorization
   5. Special Procurement of Software Services Contract with OpenGov, Inc.

# Council Business Meeting Agenda

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. Acquisition of the Tuttle Property (Taxlot 391E08DD -TL400) for the Open Space Park Program
2. Early Childhood Affordability Grant Program

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Ratification of a 3-Year Labor Agreement with the International Association of Firefighters (IAFF) Local 1269
2. Contracts for Police and Fire Emergency Dispatch Services with Emergency Communications of Southern Oregon (ECSO)
3. Contract for an Electric Utility Master Plan with Stoddard Power Systems, LLC
4. Contract for Briscoe School Roof Replacement
5. Contract Change Order with Pilot Rock Excavation for Wastewater Treatment Plant Outfall Relocation Construction Project 2013-21
6. Resolution: 2023-31 Approving an Amendment to the Loan Ceiling of the Clean Water State Revolving Fund Loan R11755 for the Wastewater Treatment Plant Outfall (WWTP) Relocation Project
7. Second Reading of Ordinance 3223 Creating AMC 14.10 - Stormwater Discharge and Quality Control
8. Second Reading of Updated AMC 2.04 - Rules of the City Council

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

1. Wildlife Crossing Pilot Program (WCPP) Grant Application Support Letter

III. **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**
**BUSINESS MEETING**
**MINUTES**
**June 20, 2023**

**Executive Session**

Mayor Graham, Councilor Hyatt, Bloom, Kaplan, DuQuenne, and Hansen were present. Staff present: City Manager Joe Lessard, Deputy City Manager Sabrina Cotta, Assistant City Attorney Carmel Zahran, Community Development Director Brandon Goldman, Housing Program Manager Linda Reid, and Public Works Director Scott Fleury.

Council and staff discussed the following item:

1. To conduct deliberations with persons the City of Ashland has designated to negotiate real property transactions pursuant to ORS 192.660(2)(e).

## I. CALL TO ORDER

Mayor Graham called the meeting to order at 6:01 p.m.

1. Land Acknowledgement

Councilor Bloom read the land acknowledgement.

## II. PLEDGE OF ALLEGIANCE

Councilor Dahle led the pledge of allegiance.

## III. ROLL CALL

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, DuQuenne, Hansen were present.

## IV. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS

1. Clerk of the Council Pro Tem Appointment

Mayor Graham read the appointment.

Mayor Graham noted the first item under New Business, City Council and other City Public Meetings Labor Acknowledgement was postponed to a future meeting.

## I. APPROVAL OF CITY COUNCIL MINUTES ***

1. Minutes of the June 5, 2023, Study Session
2. Minutes of the June 6, 2023, Business Meeting

**Councilor Hansen/Bloom m/s approved the minutes as presented. Roll Call Vote: Councilor Kaplan, Hyatt, DuQuenne, Hansen, Dahle, and Bloom, YES. Motion passed.**

## II. SPECIAL PRESENTATIONS & AWARDS

**1.** Ukraine Sister City Presentation

Jim Nagle and Ben Stott , members of the Ashland Ukraine Restoration Project steering committee introduced the sister city concept and how it would help with fund raising for Ukraine. Mr. Stott shared his personal experiences helping the people of Ukraine. Marshall Mayer, one of the founders of Ukraine Aid International described how the foundation interacted with the Ukrainian people and police to ensure aid was distributed. The City of Sviatohirs'k was seeking support, food, generators, along with individual and municipal aid. They were asking the city to provide moral support and post fundraising events as a sister city to Sviatohirs'k on the city website.

Council strongly supported forming a sister city with Sviatohirs'k.

**2.** Ashland Fire & Rescue - Wildfire Budget Presentation

City Manager Joe Lessard stated that staff did not propose, and council did not adopt a cut to the wildfire budget. He explained the misunderstanding and how it has prompted a program review. Deputy City Manager Sabrina Cotta and Finance Director Marianne Berry provided a presentation that further addressed the funding (see attached):

- Wildfire Prevention & Mitigation
- Addressing Inaccuracies & Questions – Was the Wildfire budget cut in half?
- Addressing Inaccuracies & Questions – What are the increases attributable to?
- Addressing Inaccuracies & Questions – What are the funding sources for the Wildfire budget?
- Addressing Inaccuracies & Questions – Wildfire budget stability.
- Addressing Inaccuracies & Questions – In Summary.
- Questions?

Fire Chief Ralph Sartain noted council funded the fire marshal position and explained the role it would play in reducing prevention and wildfire community risk reduction. As a small city, the Fire Department sought out grants. The Wildfire budget being cut in half was not a factual statement.

Councilor Bloom commented that it was unfortunate there was a misperception. Grants were becoming more competitive. They may need another mechanism to back fill the funding.

## III. CITY MANAGER REPORT

City Manager Joe Lessard provided the report. He announced that Accounting Manager Cindy Hanks was retiring and thanked her for her good work and service.

## IV. PUBLIC FORUM

**Paul Mozina/Ashland/**Spoke about the wireless facility ordinance and took issue with the League of Oregon Cities ordinance model.

**Kelly Marcotulli/Ashland/**Used an EMF meter and shared what it meant to be electro sensitive.

## V. CONSENT AGENDA

Councilor Dahle pulled item #3. Transportation Advisory Committee Appointments. Councilor Hansen pulled item #7 Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard (90 N. Mountain) by Stracker Solar.

1. Resolutions 2023-16 Accepting the Abstract of Votes Regarding the Ballots Cast in the State of Oregon Election held on Tuesday, May 16, 2023, Regarding Measure 15-214 & Measure 15-215
2. Early Learning Ad Hoc Committee Appointments
3. Transportation Advisory Committee Appointments
4. Liquor License Approval for Mam's Happy Thai Express at 165 E. Main Street
5. Liquor License Approval for The Peerless Hotel at 243 Fourth Street
6. Memorandum of Understanding (MOU) Agreement with Addictions Recovery Center (ARC)
7. Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard (90 N. Mountain) by Stracker Solar

**Councilor Kaplan/Dahle m/s approved Consent Agenda items 1, 2, 4, 5, and 6.**
**Roll Call Vote: Councilor DuQuenne, Hyatt, Bloom, Dahle, Kaplan, and Hansen, Yes. Motion passed**.

Councilor Dahle noted his son was one of the applicants appointed to the Transportation Committee. He was proud to see him and young people engaging in the community. He recused himself from the vote.

**Councilor Hyatt/Bloom m/s to recuse Councilor Dahle from item #3 of the Consent Agenda related to appointments to the Transportation Committee. Roll Call Vote: Councilor Hyatt, Bloom, Dahle, Kaplan, DuQuenne, and Hansen, YES. Motion passed.**

**Councilor Hyatt/Bloom m/s to approve the Transportation Committee appointments as presented. Roll Call Vote: Councilor DuQuenne, Hyatt, Bloom, Kaplan, and Hansen, Yes. Motion passed**.

Councilor Hansen declared a potential conflict of interest with Stracker Solar. At times, his company, True South Solar worked as contractors for Stracker Solar. He recused himself from the vote.

**Councilor Hyatt/DuQuenne m/s to approve Councilor Hansen's recusal item #7 related to the CREP grant. Roll Call Vote Hyatt, DuQuenne, Bloom, Dahle, and Kaplan, YES. Motion passed.**

**Councilor Hyatt/DuQuenne m/s to approve a special procurement "direct award" with Stracker Solar for installation of Stracker PV systems at the City's incorporation yard, located at 90 North Mountain Avenue per the Oregon Department of Energy approved grant application. DISCUSSION:** Councilor Kaplan asked if it was 75 kilowatt hours or 80 kilowatt hours of back up included in the project. Jeff Sharp from Stracker Solar, responded it was an 80-kilowatt sized battery system that would provide back up to the fuel pumps, generators, and basic communications in the Electric Department. Councilor Kaplan asked if there would be excess power generated for additional batteries. Mr. Sharp explained part of the program was to set up for city vehicles to grid and provide additional resilience for the building itself. It was not commercially available yet, but they were working towards it.
**Roll Call Vote: Councilor Kaplan, Hyatt, DuQuenne, Dahle, and Bloom, Yes. Motion passed.**

**VI. PUBLIC HEARINGS** - none

**VII. UNFINISHED BUSINESS** – none

**VIII. NEW BUSINESS**

**1.** City Council and other City Public Meetings Labor Acknowledgement

The item was moved to a future meeting in August.

**IX. ORDINANCES, RESOLUTIONS AND CONTRACTS**

**1.** First Reading of Stormwater Quality Control Program Ordinance

Public Works Scott Fleury provided a presentation on the stormwater discharge quality control ordinance (see attached):

- National Pollution Discharge Elimination System (NPDES) MS4 Phase II Permit (DEQ)
- Ordinances
- New Ordinance Creates Section 14.10
- Questions

He noted a numbering structure that would be corrected for the second reading.

**Councilor Dahle/Hyatt m/s to approve a first reading of Ordinance 3223, titled Stormwater Discharge Quality Control. DISCUSSION:** Councilor Dahle and Hyatt thanked staff. It spoke of being good stewards and met regulatory requirements. **Roll Call Vote: Councilor Kaplan, Hyatt, Bloom, DuQuenne, Dahle, and Hansen, YES. Motion passed.**

**2. City Council Rules and Protocols Updates**

**a) First Reading of AMC 2.04 Rules of the City Council Ordinance**

City Manager Joe Lessard explained the changes to the ordinance. A correction was made on page 6 of 10 in the resolution, line 18, the word "imput" should be "input". Changing the 14 day notice requirement to 10 day allowed staff more time to work on the item and get it noticed.

Mayor Graham commented on the issues associated with attending a meeting by phone and recommended changing the language to **"...would attend or vote by means of the video platform currently in use by the city."**

**Councilor Dahle/Bloom m/s to approve for first reading the update to AMC 2.04 Rules of the City Council. DISCUSSION:** Councilor Bloom was willing to meet more often. More meetings resulted in shorter ones, plus councilor was not getting paid to put in the extra work.

Assistant City Attorney Carmel Zahran asked for clarification regarding the mayor's amendment.

Councilor Dahle withdrew motion.

**Councilor Dahle/Bloom m/s to approve for first reading the update to AMC 2.04 Rules of the City Council with language proposed by Mayor Graham. DISUCSSION:** Councilor Hansen noted the new technology coming to the chambers. He appreciated the flexibility. **Roll Call Vote: Councilor Bloom, Hyatt, DuQuenne, Dahle, Kaplan and Hansen, YES. Motion passed.**

**b) Resolution 2023-30, Council Practices and Protocols Amendment**

**Councilor Hyatt/Kaplan m/s to adopt Resolution 2023-30 updating the Council Practices and Protocols with that one small change.** DISCUSSION: Councilor Hyatt appreciated the efficiency. Councilor Kaplan appreciated the email response within 3 days. **Roll Call Vote: Councilor Dahle, Hansen, Bloom, Hyatt, DuQuenne and Kaplan, YES. Motion passed.**

Council consensus canceled the July 3, 2023 study session.

### 3. Resolution 2023-18, 2021-2023 BN Budget Supplemental Resolution

Finance Director Marianne Bloom explained $59,000 would go to the City Recorder's office and the Parks and Recreation Department. She confirmed funds to the City Recorder's office was an additional appropriation due to the special election that was unexpected. For the Parks and Recreation Department, it was due to grants received they had not anticipated. She confirmed this was not an increase to the budget. Deputy City Manager Sabrina Cotta clarified for the City Recorder's office. They were taking funds from the contingency to comply with budget requirements. For the grants, they were recognizing the revenue so they could expend it.

Ms. Cotta explained that due to changes in labor law, the temporary employee process now went through Express Employment Services. Funding came out of professional services. Starting in September, the city will have to provide paid leave to all employees. There were strict parameters. Temporary employment duration for the Parks and Recreation Department typically was a few weeks. Financially, it made sense to use Express Employment Services.

**Councilor Dahle/Bloom m/s to adopt Resolution 2022-18 authorizing 2021-23 biennial supplemental budget. Roll Call Vote: Councilor DuQuenne, Hansen, Bloom, Kaplan, Dahle, and Hyatt, YES. Motion passed.**

### 4. Contract Amendment for Forestry Management Services with Grayback Forestry, Inc.

Deputy City Manager Sabrina Cotta explained this was a continuation of work with known partners. She confirmed it was grant funding the city had already accepted.

**Councilor Hyatt/Hansen m/s to approve a contract amendment to increase compensation by $140,000 on the existing contract with Grayback Forestry, Inc to a contract total of $490,000. DISCUSSION:**
Councilor Hyatt thought it was consistent with council and community values of prioritizing wildfire work. Councilor Hansen added it was timely.
**Roll Call Vote: Councilor Hyatt, Kaplan, Dahle, Hansen, DuQuenne, and Bloom, YES. Motion passed.**

### 5. Contract for Broadcast Television Services with Rogue Valley Television (RVTV)

Deputy City Manager Sabrina Cotta and Communications Officer Dorinda Cottle explained this would continue RVTV broadcasting services. RVTV was working with the staff to ensure the new system worked for the city and RVTV. Using an IGA allowed the city to appropriate resources for fiscal years 2024, 2025, and 2026 prior to those budgets being approved.

Ms. Cotta explained the cost increase was due to added features and cost of service. Ms. Cottle further explained RVTV would create a city based app for city only videos on demand. This app can go on smart phones, tablets, and smart TVs. The app would access city council, planning commission, park commission and budget committee meetings only. She explained how they could use a video for public service announcements. Ms. Cotta clarified it would take a larger budget to cover advisory committee meetings.

Council discussed the possibility of recording advisory committee meetings in the Siskiyou Room at the Community Development building.

**Councilor Dahle/Hyatt m/s approve the contract with Broadcast Services with Rogue Valley Television and approve this agreement with Southern Oregon University.**
**DISCUSSION:** Councilor Hyatt commented it was integral to transparency and access and was appropriate and necessary. Mayor Graham noted the RFP for the new website. It was a whole package of improvements that would make it easier for the public to understand and participate with local government. **Roll Call Vote: Councilor Hansen, Kaplan, DuQuenne, Bloom, Dahle, and Hyatt, YES. Motion passed.**

**6. Contract for Janitorial Services with Pathways, Inc.**

Public Works Operations Deputy Director Mike Morrison explained Pathways, Inc. was an Oregon Forward Program, and the city was obligated to use them if they can provide the service, which they do. He acknowledged the escalation of confrontations in public restrooms for Pathways staff. They were being trained in de-escalation tactics.

Councilor Kaplan asked about quality and whether staff evaluates moving cleaning services inhouse. Mr. Morrison explained they review it every year and although their prices have increased, it was still more cost effective to use Pathways, Inc. Quality issues were addressed.

Councilor DuQuenne expressed concern using Pathways and wanted another RFP. She did not see their efficiency and used the trash cans in the parks and across from Fire Station #1 as examples. She was receiving a lot of negative feedback from the community about Pathways' level of service and some of their conduct. Mr. Morrison explained Pathways, Inc. was a Qualified Rehabilitation Facilitator that provided job opportunities to people who otherwise might not have them. It was a state mandate. If they did not meet the standards, the city could terminate the agreement, but it would be a process. Increased garbage collection could happen at an additional cost. However, sometimes it is an issue with Recology or city staff, not Pathways. Councilor DuQuenne would not support the agreement.

Deputy City Manager Sabrina Cotta noted the recently approved budget addressed some of the trash issues in the downtown area. The trash cans were not the appropriate size. Staff will look into replacing the cans and increasing recycling receptacles. Recology did not provide service on weekends. The city needed a better solution.

Assistant City Attorney Carmel Zahran asked Mr. Morrison to elaborate on the staff working at Pathways. Mr. Morrison explained Pathways provided job opportunities to people who otherwise might not have a job. It was a good program, possibly not always the best service but helped people in need.

Councilor Hyatt confirmed steps were being and had already been taken regarding trash in the downtown and other areas. Ms. Cotta added it was best to separate downtown trash receptacles from this contract.

**Councilor Hyatt/Kaplan m/s approval of a contract with Pathways, Inc. for janitorial services in the amount of $447,229.77 for a term beginning July 1, 2023 ending June 30, 2024. DISCUSSION:** Councilor Hyatt stressed the importance of living our values which included belonging and respect of all of our residents. These were our friends and neighbors. Not only was it mandated by state law, but it was also the right thing to do. She appreciated that staff continued cost of outsource versus in-house. She was proud to live in a community that supported this work. Councilor Kaplan agreed. He recognized the challenges that

occur sometimes in contracting with a service like this but also thought it was the right thing to do. Councilor DuQuenne agreed but would not support the motion due to the feedback she received. Costs had increased a lot. She looked forward to other opportunities. Councilor Hyatt confirmed the contract had increased $11,575.41 for an increase of 2.7% from the last contract which was well below inflation. Mayor Graham acknowledged there were garbage problems, but it should not be laid at the feet of Pathways. There were multiple reasons, but efforts were underway to address them. She hoped steps were being taken to ensure Pathways staff were not harassed while working. **Roll Call vote: Councilor Bloom, Hyatt, Hansen, Dahle, Kaplan, YES; Councilor DuQuenne, NO. Motion passed 5-1.**

7. **Contract for Construction Design and Administration Services for Ashland Street Reconstruction Project with Dowl LLC**

Public Works Director Scott Fleury explained this contract was for the administration services for the Ashland Street Rehabilitation project. The project budget was created in 2019, early 2020 at $3.5 million. Since then, materials increased exponentially adding another million to the project. The final design included protected bike lanes, lane narrowing and the addition of two more RFB crossings. They were purchasing a micro street sweeper for the protected bike lanes.

Mr. Fleury addressed questions regarding rebidding and whether the increases experienced affected the city's ability to go other projects in the future. Through negotiation, Knife River reduced the bid $200,000. The concern with rebidding was losing the current construction season and the unknown volatility moving forward. Staff had the funds through the Food and Beverage tax. With the Food and Beverage tax sunsetting, project funds will become limited.
Presently, staff were banking some of the Food and Beverage tax funds for the street fund once it sunsets in 2030.

**Councilor Hansen/Kaplan m/s to approve a contract with construction engineering services with Dowl LLC for an amount not to exceed $424,572.50. Principal project tasks in the amount of $399,812.50 and contingencies in the amount of $24,760.00. DISCUSSION:** Councilor Hansen thought it was a good plan and a much needed improvement. Councilor Kaplan appreciated the flexibility and responsiveness of adding protected bike lanes. Councilor DuQuenne appreciated staff saving the money as well as saving funds from the Food and Beverage tax. **Roll Call Vote: Councilor Hyatt, Dahle, Bloom, Kaplan, DuQuenne, and Hansen, YES. Motion passed**.

8. **Contract for Construction of the Ashland Street Overlay Project with LTM, Inc. (dba Knife River Materials) for the Ashland Street Reconstruction Project**

Public Works Director Scott Fleury explained this was the construction portion of the Ashland Street Rehabilitation project. Knife River did reduce the construction bid by $200,000. The project would start in early July with completion at the end of September.

Mr. Fleury was confident they would get the 3.05% rate from the IFA. He was working on the loan application. Because of the monetary value of the debt through the IFA it would go through their board in August. The loan will also reimburse the city for expenditures to date on the engineering phase.

Mr. Fleury addressed concerns about narrowing Ashland Street during fire season. It was the season for asphalt paving season and would in phases. This would eliminate a full restriction on Ashland Street in either direction.

City Manager Joe Lessard clarified the council communication b) Five-year Street Cut Moratorium on Ashland Street had been pulled. Mr. Fleury responded to a question regarding the moratorium. He was confident in the moratorium restriction because of the work Dowl LLC, and staff had done as part of the design process in coordinating with all of the utilities and franchisees for the city. The moratorium would not restrict access to the right of way for need.

Knife River will provide a traffic and phasing plan that staff will simplify and have posted on the city's website.

**Councilor Hyatt/Kaplan m/s to approve the construction contract with LTM Incorporated doing business as Knife River materials for Ashland Street Overlay Project for a contract amount not to exceed $3,748,086.98. DISCUSSION:** Councilor Hyatt appreciated the efforts made by staff. Councilor Kaplan was glad to support the motion. Councilor Dahle noted it was budgeted and things were not getting cheaper. Councilor DuQuenne appreciated the savings. Councilor Hansen thanked the Transportation Advisory Committee and staff. it will be a great investment for the community. Mayor Graham noted many projects were held back during the pandemic and it created a backlog of major projects.
**Roll Call Vote: Councilor Hansen, Bloom, Kaplan, DuQuenne, Dahle, and Hyatt, YES. Motion passed.**

9. **Sole Source Procurement Contract for Wastewater Treatment Biosolids Disposal with Dry Creek Landfill**

Public Works Operations Deputy Director Mike Morrison explained this was the only vendor in the area. Public Works Director Scott Fleury addressed alternatives. Staff had done a co-composting feasibility analysis to build and operate a composting facility. They looked at three locations and had talked to Recology as well. There were significant cost ramifications associated with it, but it would go before council at a future meeting.

**Councilor Hyatt/Kaplan m/s approval of the Dry Creek Landfill contract for the disposal of biosolids between July 1, 2023 and June 30, 2024 at a price point of $60.38 per ton.**
**DISCUSSION:** Councilor Hyatt commented sole source was appropriate under these circumstances. it was cost effective and a requirement by DEQ. Councilor Kaplan agreed. Dry Creek Landfill took waste from seven counties. Councilor DuQuenne stated other municipalities did this but thought the city should have connected with Rogue Valley Sanitation years ago. **Roll Call Vote: Hyatt, Bloom, Hansen, DuQuenne, Dahle, and Kaplan, YES. Motion passed.**

10. **Contract for Water and Wastewater Treatment Plant Chemicals with Cascade Columbia Distribution Company, NorthStar Chemical, Inc., and TR International Trading Company**

Public Works Operations Deputy Director Mike Morrison explained the no bids the city had received were often due to the size of the city and other reasons not provided.

**Councilor Hyatt/Dahle m/s approval of the chemical contract in support the water treatment plant as follows:**

a) **Cascade Columbia Distribution Company for Sodium Hypochlorite, Cytec Superfloc N-300 LMW Flocculant, and Aluminum Sulfate in the amount of $166,764.90**
b) **NorthStar Chemical, Inc. for Cytec Superfloc C-573 Flocculant in the amount of $30,600**

c) **TR International Trading Company for Soda Ash**

**In the amount of $60,547.50 for the period beginning July 1, 2023 and ending June 30, 2024.**
**Roll Call Vote: Councilor Kaplan, Hansen, Hyatt, Bloom, Dahle, and DuQuenne, YES. Motion passed.**

**Councilor Hyatt/Hansen m/s approval of a chemical contract with Cascade Columbia for wastewater chemicals including Sodium Hypochlorite, Citric Acid, and Aluminum Sulfate in the amount of $132,679 for the period beginning July 1, 2023 and ending June 30, 2024.**
**Roll Call Vote: Councilor DuQuenne, Dahle, Bloom, Hyatt, Hansen, and Kaplan, YES. Motion passed.**

## X. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

Council discussed adopting Sviatohirs'k, Ukraine, as a sister city.

**Councilor Bloom/DuQuenne m/s City of Ashland establish a sister city relationship with Sviatohirs'k, Ukraine to support humanitarian aid and fundraising efforts within the Ashland community and authorize the mayor to sign the attached memorandum of understanding that memorializes this relationship and support amidst unimaginable suffering and dire conditions faced by our brothers and sisters as citizens of Ukraine.**
**DISCUSSION:** Councilor Bloom thought it was important. It put no financial burden on the city but allowed coordinating efforts for Sviatohirs'k. It aligned with Ashland's values and had the potential to grow. Cultural exchange was good. Councilor DuQuenne agreed. It was important, it was human, and she was glad to support it. Councilor Hansen thought it would benefit Ukrainians as well as the Ashland community. Councilor Kaplan appreciated the way the community came forward. They did it with integrity, humility, and conviction.

**Councilor Hyatt/Kaplan m/s to extend the meeting to 9:45 p.m. or completion of the roll call vote on the present motion. Roll Call Vote: Councilor Hyatt, Dahle, Kaplan, Hansen, YES; Councilor Bloom and DuQuenne, NO. Motion passed 4-2.**

**Continued discussion on main motion:** Councilor Dahle noted how caring the community was. He expressed appreciation for James Nagle's leadership capabilities. Mayor Graham noted David Wick had recently reminded council Ashland was a city of peace. She was glad to maintain a relationship with the mayor of Sviatohirs'k. **Roll Call Vote on main motion: Councilor Bloom, Hyatt, Hansen, DuQuenne, Kaplan and Dahle, YES. Motion passed.**

## XI. ADJOURNMENT OF BUSINESS MEETING

**Councilor Hyatt/DuQuenne m/s to adjourn the meeting at 9:34 pm. Voice Vote: ALL AYES.** Meeting adjourned at 9:34 p.m.

Respectfully Submitted by:

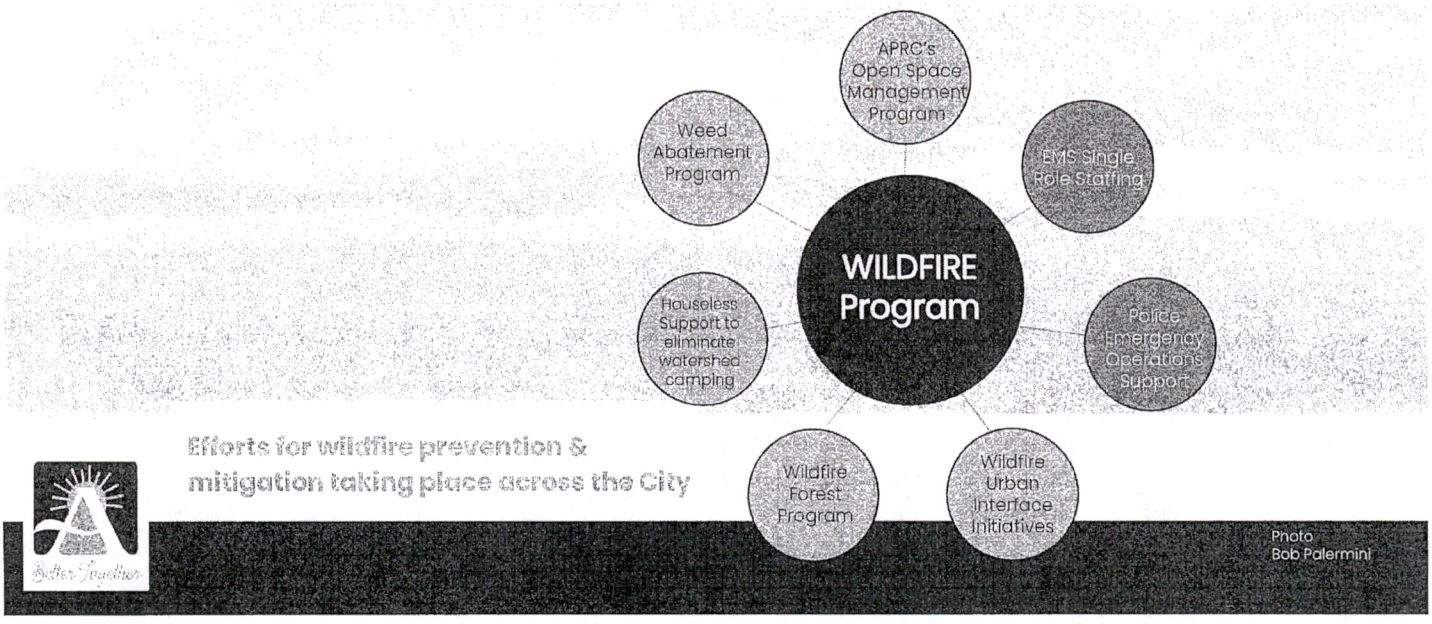
Clerk of the Council Pro Tem Dana Smith

Attest:

Mayor Tonya Graham

CITY OF ASHLAND

# Wildfire Prevention & Mitigation




## Addressing Inaccuracies & Questions

### *Was the Wildfire budget cut in half?*

- No, it increased by 10% from the previous biennium
- Wildfire is a division under the Fire Department, and in the Adopted Budget it is not separated out

| | BN 21-23 | BN 23-25 | | % change |
|---|---|---|---|---|
| Total Fire Department | 20,570,265 | 23,052,434 | * | 12.1% |
| *Wildfire Division* | *3,146,442* | *3,458,463* | | *9.9%* |

** Adjusted for accounting treatment of projected ambulance revenue*

## Addressing Inaccuracies & Questions

*What are the increases attributable to?*

- For Wildfire –
  - Higher grant revenue
  - Additional $65K approved by Council

- For Fire Department –
  - Additional funding* below:

| | | |
|---|---|---|
| **Total Fire Department** | **$** | **1,087,220** |
| Fire and Life Safety Temporary Employees | | 49,789 |
| Fire Operations Medical Screening rebudgete | | 92,500 |
| Fire Marshal | | 203,840 |
| Fire Training Officer | | 194,130 |
| Fire Department Materials & Services rebudge | | 481,961 |
| Additional Wildfire Funding | | 65,000 |

** Additional available funds came from carryover from previous biennium, health insurance reimbursement and Telecommunications franchise that fee was originally budgeted too low.*






## Addressing Inaccuracies & Questions

*What are the funding sources for the Wildfire budget?*

- Sources:
  - Grants
  - AFR (Ashland Forest Resiliency) Utility Surcharge
    - Resolutions 2019-20 & 2015-14
  - Transfer from the Water Fund

- In FY 2019-2020, the AFR Surcharge increased from $1.39 to $3 for a standard household water meter, and in tandem the transfer from the Water Fund decreased.
  - Since BN 19-21, the total non-grant Wildfire funding has been $880,000
  - Additionally, grant revenue increased substantially



# Addressing Inaccuracies & Questions

Ashland Forest Resiliency Stewardship Program (AFR)
Historical Summary of Revenue
*not chronological*

| | *Actuals* FY 2015-16 *AFR surcharge introduced at $1.31* | *Actuals* FY 2019-20 *Surchg increased to $3; water funding reduced* | *Actuals* FY 2021-22 | *Estimated / Proposed* FY 2022-23 | *Adopted Budget* FY 2023-24 | FY 2024-25 |
|---|---|---|---|---|---|---|
| Grant Revenue | $ 129,043 | $ 900,980 | $ 522,000 | *$ 980,500* | *$ 1,264,700* | *$ 1,235,000* |
| Transfer from Water Fund | 250,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| AFR Utility Surcharge | 171,416 | 385,651 | 393,681 | 390,000 | 390,000 | 390,000 |
| Subtotal | 421,416 | 435,651 | 443,681 | 440,000 | 440,000 | 440,000 |
| **Total Revenues** | **550,459** | **1,336,631** | **965,681** | **1,420,500** | **1,704,700** | **1,675,000** |

Has remained consistent over last few BN's

- Misperception of budget cut appears to be from the Water Fund Transfer reduction in 2019
- The AFR Surcharge was purposely increased to accommodate the reduction in Water Fund transfer and create greater transparency for water rate payers



# Addressing Inaccuracies & Questions

## *In Summary*

- No Wildfire Budget Cut

Fire-Wildfire

| | BN 2017/19 Actual | BN 2019/21 Actual | BN 2021/23 Adopted | BN 2023/25 Proposed |
|---|---|---|---|---|
| Material and Services | $2,924,605 | $2,124,467 | $2,640,924 | $2,519,375 |
| Personnel Services | $741,378 | $790,702 | $505,518 | $874,088 |
| Capital Outlay | $50,000 | $0 | $0 | $0 |
| TOTAL | **$3,715,983** | **$2,915,169** | **$3,146,442** | **$3,393,463** |

+ $65K

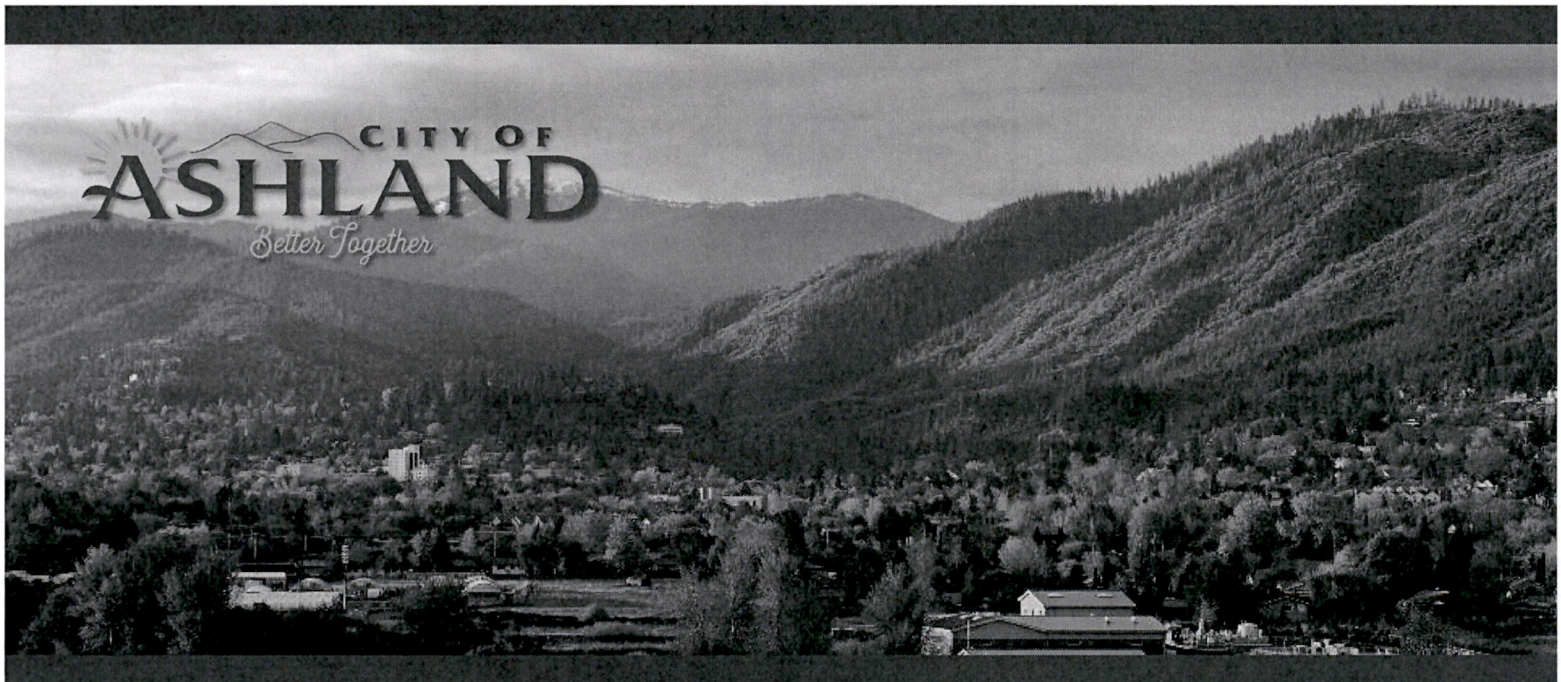
Data Updated Apr 21, 2023, 12:34 PM View Report

  - Review of budget question prompted program review –
    - Watershed protection and forestlands
    - Urban interface

- Additional program review as it relates to funding allocation will continue during biennium - integrate into larger strategy:
  - Current & ongoing efforts/initiatives by other City departments
  - Appropriate Wildfire efforts for forestlands and urban interface
  - Consideration of timber sales and other funding sources

# Questions?






## Stormwater Discharge Quality Control Ordinance

June 20, 2023

Public Works

# Stormwater Discharge Quality Control Ordinance

- **National Pollution Discharge Elimination System (NPDES) MS4 Phase II Permit (DEQ)**
  - **Permit Focus**
    - Public Education and Outreach
    - Public Involvement and Participation
    - Illicit Discharge Detection and Elimination
    - Construction Site Runoff Control (*Erosion Control BMP*)
    - Post-Construction Site Runoff (*New and re-development*)
    - Pollution Prevention and Good Housekeeping for Municipal Operations
  - **Annual Reporting**
  - **Stormwater Management Plan**












Public Works

# Stormwater Discharge Quality Control Ordinance

- **Ordinances**
  - Municipal Codes 4.27 – Storm Drainage Utility
    - Establishes Utility
  - Municipal Code 9.08 - Nuisances
    - Enforcement of "Water Pollution"









Public Works

# Stormwater Discharge Quality Control Ordinance

- **New Ordinance Creates Section 14.10**
  - Stormwater Discharge Quality Control
    - Creates Formal Definitions (MS4)
    - Define Illicit Discharges - Pollutants
    - Define Appropriate Discharges
    - Escalating Enforcement Process
      - Inspect System(s)
      - Notice of Violation – Abatement
  - Low Impact Development
    - Rogue Valley Sewer Services Design Manual
    - Maintenance Agreements



Public Works

QUESTIONS?

## 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** 6/20/23

**Name** PAUL MOZINA

[redacted]

**Regular Meeting**

**Agenda topic/item number**_____ **OR**

**Topic for public forum (non agenda item)** Wireless Communication Facility

**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

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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** 6/20

**Name** Kelly Marcotulli

[redacted]

**Regular Meeting**

**Agenda topic/item number**_____ **OR**

**Topic for public forum (non agenda item)** TC 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:_____

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**ASHLAND CITY COUNCIL**
**SPECIAL BUSINESS MEETING**
**MINUTES**
**June 29, 2023**

## I. CALL TO ORDER

Mayor Tonya Graham called the meeting to order at 10:30 a.m.

### 1. Land Acknowledgement

Mayor Graham read the land acknowledgement.

## II. PLEDGE OF ALLEGIANCE

Mayor Graham led the Pledge of Allegiance.

## III. ROLL CALL

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

## IV. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Resolution 2023-20, 2021-2023 BN Budget Supplemental Resolution

Staff explained the budget transfer of $300,000 would cover current and projected expenses in the equipment maintenance and repair fund. Shop costs had increased and delays in vehicle replacement required extra maintenance, that increased costs over time. The s

**Councilor Kaplan/Hyatt m/s to adopt Resolution 2023-20 authorizing a 2021-23 BN supplemental budget transfer of $300,000 from the Equipment Fund's appropriated Purchasing and Acquisition line-item to its Maintenance and Repair line-item. Roll Call Vote: Councilor DuQuenne, Hyatt, Kaplan, Dahle, Bloom, and Hansen, YES. Motion passed.**

## V. ADJOURNMENT OF BUSINESS MEETING

**Councilor Bloom/DuQuenne m/s to adjourn the meeting at 10:38 a.m. Voice Vote: ALL AYES. Motion passed.** The meeting adjourned 10:38 a.m.

Respectfully Submitted by:

Dana Smith

Clerk of the Council Pro Tem Dana Smith

Attest:

Tonya Graham

Mayor Tonya Graham

# Council Business Meeting

**July 20, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Approval of Liquor License Request for Bird and Rye | |
| **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 Bird and Rye, 23 S. 2nd St., Ashland, OR 97520.

**POLICIES, PLANS & GOALS SUPPORTED**

AMC Chapter 6.32 Liquor License Review

**BACKGROUND AND ADDITIONAL INFORMATION**

This is a liquor license application for a Change of Ownership and Full On-Premises 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 Bird and Rye, 23 S. 2nd St., Ashland, OR 97520.

**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.*

# 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 _____

Bird and Rye

Trade Name

# 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: |
|---|---|
| Turd Ferguson Llc | Chad Smith |
| **Name of entity or individual applicant #3:** | **Name of entity or individual applicant #4:** |
| Chris Dennett | |

**BUSINESS INFORMATION**

**Trade Name** of the Business (name customers will see):
Bird and Rye

**Premises street address** (The physical location of the business and where the liquor license will be posted):
23 S. 2nd St.

| City: | Zip Code: | County: |
|---|---|---|
| Ashland | 97520 | Jackson |

| Business phone number: | Business email: |
|---|---|
| 541 482 7437 | chadmbsmith@gmail.com |

**Business mailing address** (where we will send any items by mail as described in OAR 845-004-0065[1].):
23 S. 2nd St.

| City: | State: | Zip Code: |
|---|---|---|
| Ashland | OR | 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:**
Chad Smith

| Phone number: | Email: |
|---|---|
| [redacted] | |

Mailing address:
[redacted]

# 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:** Chad Smith | |
| Phone number: [redacted] | 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.

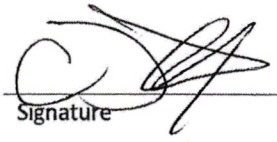
3. The licensed premises at the premises street address proposed to be licensed either:
   a. Does not include any common areas; or
   b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as 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.

- 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) |
|---|---|---|---|
| Chad Smith |  | 6/21/2023 | |
| Chris Dennett<br>Chris Dennett |  | 6/21/2023 | |
| | | | |
| | | | |

Print name | Signature | Date | Atty. Bar Info (if applicable)

OREGON LIQUOR & CANNABIS COMMISSION

# BUSINESS INFORMATION

*Please Print or Type*

Applicant Name: Turo Ferguson Phone: [redacted]

Trade Name (dba): Bird and Rye

Business Location Address: 23 S. 2nd St.

City: Ashland ZIP Code: 97520

## DAYS AND HOURS OF OPERATION

**Business Hours:**

Sunday 12 pm to 9 pm
Monday Closed to
Tuesday Closed to
Wednesday 12 pm to 9 pm
Thursday 12 pm to 9 pm
Friday 12 pm to 10 pm
Saturday 12 pm to 10 pm

**Outdoor Area Hours:**

Sunday N/A to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

**The outdoor area is used for:**

☐ Food service Hours: N/A to
☐ Alcohol service Hours: to
☐ Enclosed, how

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

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain:

## 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: 32 Outdoor: N/A Lounge:
Banquet: N/A Other (explain): Total Seating: 32

**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:** **Date:** 6/23/2023

# FULL ON-PREMISES, COMMERCIAL (F-COM)
# FULL ON-PREMISES, FOR-PROFIT PRIVATE CLUB (F-FPC)
# FOOD SERVICE AFFIRMATION

Applicant / Licensee _____

Trade Name of the Business (Name Customers Will See)

BIRD AND RYE

Business Address 23 S. 2ND ST. ASHLAND 97520
(Number, Street Address, City, and Zip Code)

I affirm that I have read OAR 845-006-0459, OAR 845-006-0460, and OAR 845-006-0466 and

I affirm:

- I understand that "meal" means a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Food items that are appetizers, snacks, and desserts do not qualify as a meal. Examples include, but are not limited to, popcorn, peanuts, chips, a serving of food that is not sufficient to satisfy the appetite of one individual, and food items offered by the licensee as other than a meal.
- I understand that "dining seats" means seating at tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340 do not qualify as dining seating.
- I will have at least 30 dining seats during a time period which must last at least two hours prior to 10:00 p.m.
- I will make at least five different meals available at all times and in all areas where alcohol service is available. However, I may make fewer than five different meals available if the OLCC has determined that the clearly dominant emphasis in the areas with alcoholic beverage service is food service.
- I will always have a food preparation area and equipment on my licensed premises that are adequate to meet the food service requirements of this license.
- I am authorized to sign this form on behalf of the applicant or licensee.

Name (print) CHAD SMITH Date 6/23/2023

Signature _____

OREGON LIQUOR & CANNABIS COMMISSION

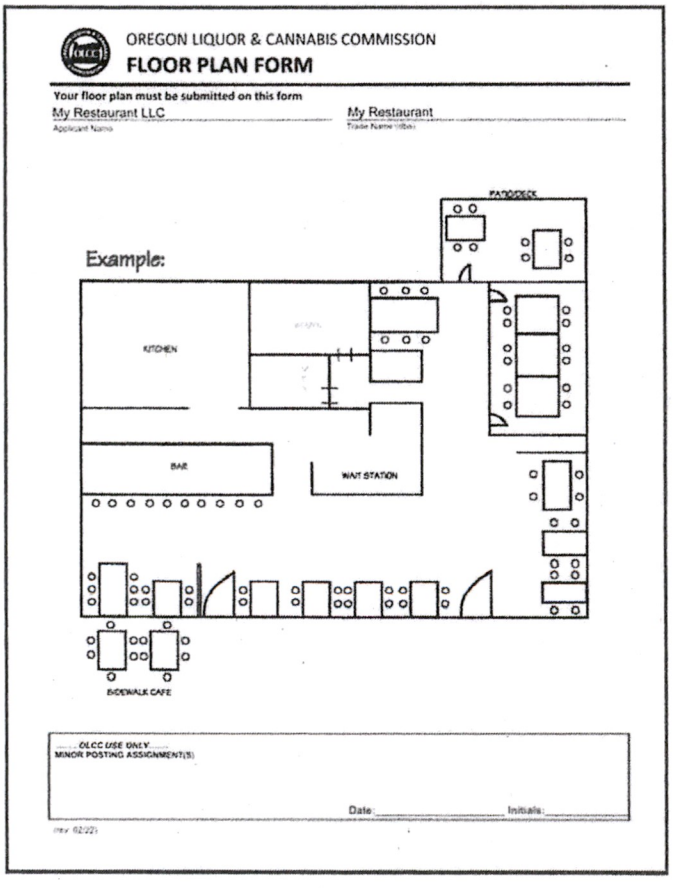
# FLOOR PLAN

## INSTRUCTIONS

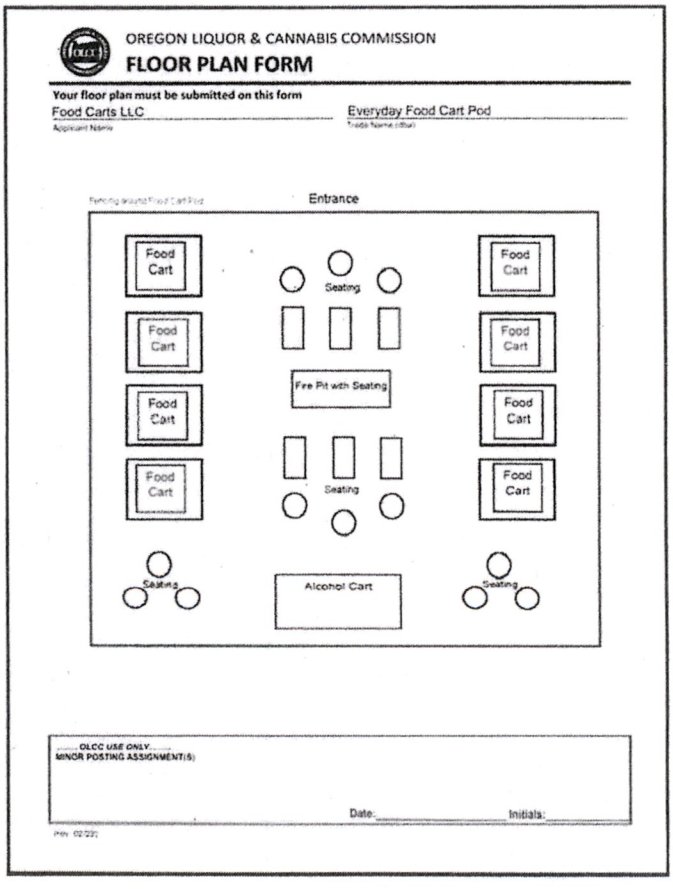
1. **Your floor plan MUST be submitted on the Floor Plan Form below**
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

### RESTAURANT EXAMPLE




### FOOD CART POD EXAMPLE



OREGON LIQUOR & CANNABIS COMMISSION

# FLOOR PLAN FORM

**Your floor plan must be submitted on this form**

~~[illegible]~~ TURD FERGUSON LLC
Applicant Name

BIRD AND RYE
Trade Name (dba)

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

OREGON LIQUOR & CANNABIS COMMISSION

# INDIVIDUAL HISTORY FORM

**WHO MUST COMPLETE THIS FORM?**

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
  - → President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
  - → A Director.
  - → An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
  - → A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
  - → A Member who owns 20% or more of the membership.
  - → An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

**IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.**

OREGON LIQUOR & CANNABIS COMMISSION

# INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

| 1. Name (Print): | DENNETT<br>Last | MARK<br>First | CHRISTOPHER<br>Middle |
|---|---|---|---|
| 2. Other names used (maiden, other): | CHRIS | | |
| 3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ [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] | [redacted] (mm) | (dd) | (yyyy) |
|---|---|---|---|
| 6. Driver License or State ID #: [redacted] | | 7. State [redacted] | |
| 8. Contact Phone: [redacted] | | | |
| 9. E-mail Address: [redacted] | | | |
| 10. Mailing Address: [redacted] | (Number and Street) | (City) | (State) (Zip Code) |

[redacted]

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 [X] 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 [X] Please list licenses (and year(s) licensed) below Unsure [ ] Please include an explanation:

ARCALDEN LLC Dba ELEMENTS 2006 - PRESENT
SMURFTASTIC LLC Dba BEERWORKS 2011 - PRESENT

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

No [X] 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): | DENNETT Last | MARK First | CHRISTOPHER Middle |
|---|---|---|---|

**Signature:** M. Chris Dennett **Date:** 6/22/23

**This box for OLCC use ONLY**

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

OREGON LIQUOR & CANNABIS COMMISSION

# INDIVIDUAL HISTORY FORM

## WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
  → A Director.
  → An individual who owns 20% or more of issued stock.

- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
  → A Member who owns 20% or more of the membership.
  → An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

**IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.**

OREGON LIQUOR & CANNABIS COMMISSION

# INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

| 1. Name (Print): | SMITH<br>Last | CHAD<br>First | MAELIN BOBBY<br>Middle |
|---|---|---|---|
| 2. Other names used (maiden, other): | N/A | | |

3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐

[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 #: | [redacted] | 7. State | [redacted] |
|---|---|---|---|

| 8. Contact Phone: | [redacted] |
|---|---|
| 9. E-mail Address: | |

| 10. Mailing Address: | [redacted] | | | |
|---|---|---|---|---|
| | (Number and Street) | (City) | (State) | (Zip Code) |

[redacted]

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 [X] 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 [X] 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 [X] 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): | SMITH<br>Last | CHAD<br>First | MARLIN BOBBY<br>Middle |
|---|---|---|---|

**Signature:** [signature] **Date:** 6/23/2023

**This box for OLCC use ONLY**

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

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Resolution No. 2023-21 Budget Supplemental for All In Grant | |
| **From** | Mariane Berry | Title: Finance Director |
| **Contact** | Mariane.Berry@ashland.or.us | |
| **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 adjustment does not increase appropriations by more than ten percent and is necessary in order recognize and appropriate unbudgeted revenue.

**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. This change consists 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.

The City of Ashland has received an award in the amount of $1,158,100 from the Jackson County Continuum of Care grant award committee to support our efforts to address the temporary shelter needs of our unhoused residents. The "All In" grant funding is intended to provide support for the acquisition and rehabilitation of property. The goal is to establish a low barrier nightly emergency shelter through January 10th, with the intention of utilizing it as inclement weather shelter thereafter. Funding under the grant must be fully expense by January 10, 2024.

| | | |
|---|---|---|
| **Increase In resource:** | | |
| Capital Improvements Fund | All In Overnight Shelter Grant | 1,158,100 |
| | ***Total Increased Resource*** | **$ 1,158,100** |
| | | |
| **Increase In appropriation:** | | |
| Capital Improvements Fund | All In Overnight Shelter Services | 1,158,100 |
| | ***Total Increased Appropriation*** | **$ 1,158,100** |

**FISCAL IMPACTS**

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

**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 2023-21 authorizing a 2023-25 BN supplemental budget.

**REFERENCES & ATTACHMENTS**

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

# RESOLUTION NO. 2023-21

## 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 |
| **Capital Improvements Fund** | | | |
| Public Works - Construction | 1,158,100 | | |
| Intergovernmental | | | 1,158,100 |
| | **$ 1,158,100** | | **$ 1,158,100** |

SECTION 2. This resolution is effective upon adoption.

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

_____
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

CITY OF ASHLAND

# Budget Supplemental Request

**Date:** 7/11/23

**Department:** Admin

**Explanation of request:**

To recognize the All In grant that was awarded for Houseless Emergency Shelter purposes. Must be spent out by January 2024.

## New Revenue

| Account Number | Line Item Name | Amount |
|---|---|---|
| 0410.430111 | CIP Fund - Admin Grants | $ 1,158,100 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Amount of Transfer | $ 1,158,100.00 |

## Additional Appropriations (Expense)

| Account Number | Line Item Name | Amount |
|---|---|---|
| 082400.702000 0830 | Facilities - Buildings | -$ 1,158,100.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Amount of Transfer | -$ 1,158,100.00 |

Requested By: Sabrina Cotta 7/11/2023

Approved By: Mariana Berry 7/11/23

Department Head

# Council Business Meeting

**June 6, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Governor's Emergency Order 2023-02 related "All In" Overnight Shelter Grant | |
| **From** | Brandon Goldman<br>Linda Reid | Community Development Director and<br>Housing Program Manager |
| **Contact** | Brandon.goldman@ashland.or.us 541-552-2076<br>linda.reid@ashland.or.us 541-552-2043 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

At the regular meeting on April 18, 2023, the Council directed staff to prepare and submit an application for the State of Oregon's "All In" grant related to Governor Kotek's Emergency Order 2023-02 (E.O. 23-02) declaring a homelessness state of emergency.

The City of Ashland has received a tentative award of $1,158,100 from the Jackson County Continuum of Care grant award committee. Final grant award agreements are currently being developed. This presents a significant opportunity for the City of Ashland to secure funding in support of our efforts to address the temporary shelter needs of our unhoused residents.

The "All In" grant funding is intended to provide support for the acquisition and rehabilitation of property. The goal is to establish a low barrier nightly emergency shelter through January 10th, with the intention of utilizing it as an inclement weather shelter thereafter.

Funding under the grant must be fully expensed by January 10, 2024. Given the need for expedited property acquisition and program implementation under the grant, staff requests City Council authorize the City Manager to enter into a grant agreement with the Jackson County Continuum of Care, subject to legal review and approval of the proposed grant contract by the City Attorney. The legal review is essential to ensure that the terms and conditions align with our city's obligations and interests.

**POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

**BACKGROUND AND ADDITIONAL INFORMATION**

The City of Ashland has been involved in the implementation of Emergency Order 2023-02, the Governor's emergency order aimed at addressing homelessness. The funding for this program is being provided through the Jackson County Continuums of Care (CoC), which is expected to be administered by the CoC lead agency, ACCESS Inc. The State of Oregon has provided guidance for how the funding is to be targeted, and for the process by which CoCs make decisions about how to allocate the funding. More information about the "All In" E.O. 23-02 funding and process can be found on the Oregon Housing and Community Services website. https://www.oregon.gov/ohcs/Pages/housing-eo.aspx

The State directed the Jackson County CoC to utilize the funding to develop 67 new shelter beds and rehouse at least 133 currently unsheltered households, providing a total of $8.8 million awarded to achieve these goals. The State expects the funding to be completely expended on eligible activities by Jan. 11th, 2024. The City of Ashland is represented in the Multi-Agency Coordination (MAC) group, which is responsible for the administration of the funding, but as an applicant for funding Ashland was not included in Jackson County CoC award selection committee. At the City Council's direction, the City submitted a funding request on May 19th to ask for support in acquiring property and opening of an Emergency Shelter in partnership with a non-profit shelter provider.

**FISCAL IMPACTS**

The City was not required to provide any matching funds for this grant application, however, in order to fully fund site acquisition, building rehabilitation, and pay for shelter operations through the term of the grant and the winter of 2024, the City identified $930,000 in matching funds in the grant application. The source of these matching funds is $730,000 of the State Department of Administrative Services (DAS) Grant previously received by the City under Senate Bill 5561, and $200,000 in City General Funds as included in the proposed FY2024-25 budget to support emergency shelter needs.

**DISCUSSION QUESTIONS**

Not Applicable.

**SUGGESTED NEXT STEPS**

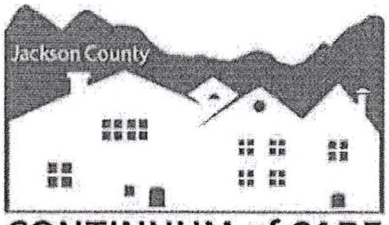
Authorize the City Manager to enter into a grant agreement for acceptance of the $1,158,100 grant award from the Jackson County Continuum of Care (COC), subject to legal review and approval of the proposed grant agreement.

The legal review of the final grant agreement, once prepared by the COC and presented to the City of Ashland, is essential to ensure that the terms and conditions of the final agreement align with our city's obligations and interests.

Staff will submit a supplemental budget for the Council's consideration once the grantlagreement is executed. The supplemental budget adjustment for FY2024 will identify the new $1,158,500 in "All-In" grant revenue, and request appropriation of these funds to the corresponding expense in support of the proposed emergency shelter project. That request will come to the Council as a FY2024-25 budget adjustment at their first July meeting.

**REFERENCES & ATTACHMENTS**

- City of Ashland All-in (Emergency Order 2023-02) Grant application




CONTINUUM of CARE

**Regional Unsheltered Homelessness Emergency Response**
**Emergency Order EO 23-02**
**Deadline: 5 p.m., Friday, May 19, 2023**

| | |
|---|---|
| **Legal name of organization** | City of Ashland |
| | |
| **Organization designation (underline)** | Non-profit corporation **Public Entity** Other (explain) |
| | |
| **Program Name** | **Ashland Low Barrier Shelter and Urban Rest Stop** |
| | |
| **Address** | 20 E. Main Street |
| **City, State, Zip** | Ashland, OR 97520 |
| | |
| **Tax ID Number & UEI #** | Tax ID 93-6002117 & UEI CRCQD8ZGQSR6 |
| | |
| **Organization Director** | Joseph L. Lessard, City Manager |
| | |
| **Program Director Name and Title (If not organization director)** | Linda Reid, City of Ashland Housing Program Manager |
| | |
| **Phone & E-mail** | 541-552-2043 reidl@ashland.or.us |
| | |
| **Agency Total Operating budget** | $118,907.051 |
| | |
| **Program Budget** | $2,330,000 |
| **AMOUNT OF REQUEST** | $1,400,000 |
| | |
| **Number of years your organization has been in operation?** | 149 years |
| | |
| **Signature of Authorized Individual** | Joseph L Lessard |
| **Print Name & Title** | Joseph L. Lessard |
| **Date** | 5/17/23 |

**PROGRAM PROPOSAL/NARRATIVE RESPONSE SECTION**

1. **Is your agency an equal opportunity employer?* __X__ Yes ____ No**
   *Faith based organizations are exempt from this requirement.
   **Is your agency an equal opportunity service provider? _X__ Yes ____ No**
   **If you answered "no" to either of these questions, please explain.**

2. ***Organizational Overview:***
   a. **Tell us about your organization, its mission, history, and services offered. Include information about your organizational structure and staffing levels.**

Mission

Vision Statement:

*Ashland is a resilient, sustainable community that lives within its means and maintains the distinctive quality of place for which it is known.*

*Ashland will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation.*

*Ashland will plan and direct its efforts to fulfill this vision for the long-term with a constant view toward being an open, welcoming community for all with a positive economic future.*

City of Ashland Policies:

Housing Element of the Comprehensive Plan:

*Ensure a range of dwelling types that provide living opportunities for the total cross-section of Ashland's population.*

*Housing opportunities should be available to all residents without discrimination and consistent with local, state, and federally recognized protected classes under fair housing law.*

Social and Human Services: *To ensure that all people in Ashland live in a safe, strong, and caring community, the City seeks to enhance the quality of life and promote self-reliance, growth and development of people. To these ends, the City will strive to provide resources and services to meet basic human needs.*

The City of Ashland is a municipality, and its primary mission is to maintain city facilities (such as parks, stormwater and sewer systems, and streets and sidewalks) and provide basic health and safety services, including law enforcement and fire protection. These services are essential. Additionally, the City supports services that promote the health and welfare of the economy, environment, and people. This includes economic development activities, conservation programs, and social service funding and programs. While the City has previously supported efforts to address homelessness, citizens and organizations now seek a more proactive role from the City due to the impact of the Coronavirus pandemic and wildfires.

Over the years, the City has engaged with service providers, the faith-based community, and community advocates to gather feedback on needs and solutions for homelessness. This grant application reflects those efforts and community engagement regarding the most urgent needs.

Although the City's mission does not directly involve serving homeless populations, it is committed to public safety and being responsive to community needs. However, as a small municipality with limited resources, the City needs to request additional resources to meet the current needs arising from recent disruptions and the increase in unhoused residents within the community.

History

The City of Ashland, incorporated in 1876, has a rich history tied to the timber industry, a thriving theater community, and a prestigious educational institution. In recent years, it has become renowned for its arts, culture, and status as a top tourist destination in Southern Oregon, home to the Oregon Shakespeare Festival and Southern Oregon University.

Despite its smaller size compared to nearby Medford, Ashland has a strong track record of providing services and resources to address the needs of unhoused residents and migrant populations. However, effectively addressing the issue of homelessness throughout the Rogue Valley requires reciprocal coordination that encompasses Ashland's unique challenges.

As the largest city at the southernmost end of the valley and the primary exit off the interstate for travelers from California, Ashland serves as a regional focal point. It attracts both a significant number of unhoused travelers and long-term homeless residents. The demand for affordable housing is intensified by the city's service sector industry driven by tourism. Positioned along the I-5 corridor and renowned for its progressive community, expansive parklands, natural areas, and lively downtown plaza, Ashland consistently draws a substantial influx of tourists and visitors.

Thus, any comprehensive approach to addressing homelessness throughout the Rogue Valley must acknowledge and prioritize the challenges specific to Ashland. By fostering reciprocal coordination throughout the valley, a more effective and unified effort can be made to combat homelessness and support those in need within Ashland and beyond.

Services and Capacity

The City of Ashland is an entitlement jurisdiction for Community Development Block Grant funds from the Department of Housing and Urban Development, and as such, is very familiar with HUD funded programs and program administration requirements. Traditionally, the City of Ashland acts solely as a grant administrator, rarely carrying out activities directly, preferring instead to provide institutional structure, staff expertise, and financial support to partner organizations to assist them in carrying out their respective missions while assuring that the needs of the community's most vulnerable citizens are being met. In instances of urgent need and extreme circumstances the City will sometimes take on enhanced roles in order to address the needs of those most vulnerable and at-risk members of the community.

In recent years due to the impacts of the pandemic and the wildfires, the City of Ashland has often taken on enhanced roles to ensure public safety and support partner agencies in the provision of basic health and safety resources. The City of Ashland has staff with expertise in

project management, grant administration, and project planning. The City also has a Building Department, Electric Department, Planning Department, Public Works and Engineering Department, and Fire Safety Division who can each contribute professional skills and resources to help implement this project on an expedited timeline and with a level of experience and expertise which can be costly, time consuming, and disjointed in the private sector.

Municipalities have distinct advantages over non-governmental organizations due to their access to a diverse range of internal resources, facilitating efficient internal communication, consultation, and streamlined approval processes. Furthermore, municipalities can tap into expertise and resources from various professional domains. The City of Ashland, for instance, possesses a skilled staff with expertise in project development, public contracting, public procurement, Federal and State grant administration, grant oversight, and a demonstrated history of successfully completing large-scale public facility projects.

To further enhance this activity, the City of Ashland will subcontract with Options for Housing, Resources, and Assistance. This organization has an impressive track record, including the acquisition and rehabilitation of the first Project Turnkey application awarded and operational in Oregon. Additionally, they bring extensive experience in shelter management and a noteworthy record of successfully transitioning individuals from shelters to permanent housing.

b. **Outline how your organization works in partnership with other agencies.**

The City of Ashland actively fosters partnerships with numerous non-profit organizations and groups within the community. City staff frequently engage in collaborative efforts with these partner organizations, advisory bodies, and citizens to address complex community issues. Recognizing the unique resources and infrastructure available to municipalities, the City provides support that many non-governmental organizations may lack or must seek through contracted services, incurring administrative costs and overhead. This support includes financial assistance and, at times, in-kind contributions such as staff support, administrative assistance, and access to buildings or locations for service provision.

Furthermore, the City often assumes the role of a community convener or facilitator, bringing together stakeholders to engage in discussions and collaborative planning surrounding issues that impact the entire community.

By playing this coordinating role, the City ensures that efforts are aligned, diverse perspectives are considered, and shared objectives are pursued. Rather than competing with non-profit service providers, Ashland focuses on supporting their endeavors, recognizing that collective action is essential in addressing community-wide challenges and achieving shared goals.

c. **Explain your agency's outreach efforts to underserved communities, diverse cultures, ethnic minorities, and special needs populations.**

Cities that administer State and Federal funds such as Ashland possess valuable expertise in conducting comprehensive outreach efforts aimed at engaging diverse community members, including ethnic minorities and individuals with special needs. These outreach activities are a regular requirement for cities, fostering their experience in effectively reaching out to and involving various segments of the community.

The City of Ashland proactively engages in ongoing public engagement initiatives to gather feedback for strategic planning, budgetary decisions, and community development purposes. In this process, the City actively seeks input from underserved communities and minority populations to ensure their perspectives are considered and to obtain valuable insights regarding City grant funding and community development priorities. By prioritizing inclusivity and actively involving these communities, the City of Ashland strengthens its commitment to fair and equitable decision-making processes and community-driven development.

d. **Describe your agency's process for addressing grievances from staff and clients.**

The City of Ashland has implemented multiple policies to address staff grievances and ensure a fair resolution process. Several adopted City policies establish a framework through which employees can collaborate with the City's Human Resources department to address grievances. Moreover, since a significant number of City employees are members of various Union groups, each Union contract includes a specific grievance policy that outlines the process for employees to address grievances with the support of their Union representative.

Additionally, the City's general grievance policy and process are clearly outlined in the City's municipal code, specifically in the section dedicated to General Personnel Policies and Procedures (3.08.110). This provides employees with a comprehensive understanding of the steps and procedures involved in filing and resolving grievances.

In a similar vein, the City's municipal code also addresses the Administrative Appeals Process for citizens in section 2.30.020. This ensures that client/customer complaints or concerns can be formally addressed, providing an avenue for individuals to seek resolution and express their grievances in a structured manner.

By having these policies and procedures in place, the City of Ashland demonstrates its commitment to fair and transparent processes for both employees and citizens, aiming to effectively address and resolve grievances in a timely manner.

e. **If you have a Limited English Proficiency Plan, explain it below. If not, tell us about your strategies for ensuring service access for applicants/clients with limited English proficiency.**

The City of Ashland currently lacks a Limited English Proficiency plan, but it has a contract with a translation service capable of providing language translations and sign language services for

meetings. In addition, the City's non-profit partner on this project, OHRA, has bi-lingual staff who can offer some translation support to clients.

To promote inclusivity, the City of Ashland has implemented an Equal Opportunity Employment Policy and an Affirmative Action Plan. These policies underscore the City's commitment to cultivating an inclusive, respectful, and harassment-free work environment and community. They also encourage diversity, equal opportunity, and access through reasonable accommodations. The City designates an Equal Employment and Affirmative Action Officer on staff to ensure compliance with these policies. Additionally, the City has an ADA policy in place to address reasonable accommodation for individuals with disabilities.

To further advance racial and social equity, the City has established a Social Equity and Racial Justice Advisory Committee. The committee's mission is to provide recommendations and support to the Council and City Manager while educating the community on policies, measures, and practices that foster racial and social equity and promote respectful intergroup relations. Furthermore, the City has enlisted Paradigm Consultants to conduct an internal Diversity Equity and Inclusivity (DEI) assessment, scheduled to begin in the fall of 2023. Once completed, Paradigm will provide a strategic plan to enhance DEI policies within the City.

f. ***Outline how your agency utilizes HMIS Service Point to track and report on outcomes except for DV providers who use OSNIUM, comparable to HMIS. If you do not currently use HMIS Service Point, tell us about the data system you do use and about your willingness to become an HMIS Service Point user.***

The City of Ashland, although not directly providing services to homeless populations, grants funding to several homeless service providers. As a result, the City does not participate directly in the HMIS Service Point system. However, the City collaborates with partner organizations that are involved in the coordinated entry system. In the proposed project, beneficiaries of the "All In" funding will be registered in the HMIS system through the City's experienced partner organization, OHRA. OHRA has a longstanding history of receiving multiple State and Federal grants, which necessitate reporting in the HMIS system.

OHRA has actively participated in the HMIS system for several years and possesses extensive expertise in data entry and reporting for grants such as CoC, ESG, CDBG, and others funded by HUD and the State. Similarly, the City of Ashland routinely reports outcomes for HUD-funded grants in the IDIS database. Although the City itself does not directly engage in the HMIS system, the staff responsible for overseeing this project is well-versed in the data entry and reporting requirements for State and Federally funded projects.

g. **Describe your experience with government grants.**

The City of Ashland possesses extensive experience in grant application, project completion, and the administration of Federal and State grants. The City has successfully managed numerous grants, with a long list of completed projects and a history of undergoing grant

monitoring and financial audits. The staff member responsible for administering this specific grant has 18 years of successful experience in grant administration and oversight.

Additionally, the City has a highly experienced finance department that adheres to Federal and State accounting practices and standards in grant management. The City's project partner, OHRA, also brings valuable experience in handling State and Federal grant funds and has a proven track record of effectively managing such grants.

3. **Which segment(s) of the EO 23-02 program are you applying for? RRH, Street Outreach or New Shelter Bed program?**

The City of Ashland is submitting an application to address the goal of creating new shelter beds. The City is requesting funding to acquire a building, complete renovations, and contract with OHRA to operate a low barrier nightly shelter from July 1, 2023, to January 10, 2024. This project will provide essential shelter services to unhoused individuals and families.

Furthermore, the City envisions utilizing the facility beyond the grant term by repurposing it as an inclement weather shelter and continuing contractual services with OHRA for operations. This will enable continued support for the sheltering needs of the unhoused population. The City is seeking a total of $1.4 million in EO-23-02 grant funding, and it will contribute a substantial match of $930,000 in City funding already secured to ensure the success and sustainability of the project.

4. **New Shelter Bed Program**
    a. Describe your plan to implement the EO 23-02 New Shelter Bed program. Be as precise as possible by identifying how you intend to add shelter beds.

The City of Ashland is submitting an application to provide 40 or more new congregate and non-congregate shelter beds. The City's request for funding is aimed at acquiring a property that includes an existing building suitable for immediate use as a congregate shelter. The targeted property is a 5000 square foot commercial building with existing bathrooms and food preparation capabilities.

Renovations are planned to enhance the facility, including the addition of a sprinkler system, upgrading the kitchen and bathroom facilities for ADA access, incorporating additional laundry facilities, and installing a 24-hour accessible public bathroom. This would address the lack of public bathroom facilities on the South end of Ashland. Additionally, utility hookups will be added to accommodate a laundry/shower trailer and the La Clinica mobile health unit, providing laundry and shower access to the community.

The City of Ashland owns 13 currently unoccupied pallet shelter units that can be relocated to the site. These units will be utilized to house special populations, such as families with children or individuals experiencing severe-persistent mental illness, in a non-congregate setting. While

primarily functioning as a low-barrier overnight shelter, the City envisions the site serving as an urban rest stop on the South side of the Rogue Valley, combining various resources requested by partner organizations already operating valuable programs in Ashland.

Multiple service providers, including meal programs, a laundry program, and OHRA, have expressed the need for the listed resources to offer their services consistently and at a fixed location. The City has a longstanding partnership with these organizations, providing financial support and locations for their services in the past. However, due to maintenance and repair issues, among other factors, the City can no longer offer locations to these service providers. The grant opportunity at hand would enable the City to provide much-needed permanent infrastructure to these partner organizations, who offer essential and sought-after services to the unhoused community.

For the operation of the low barrier nightly shelter, the City intends to contract with OHRA from July 1, 2023, to January 10, 2024. The total funding requested through the EO-23-02 grant is $1.4 million, and the City would contribute significant matching funds of $930,000 in City funding.

**b. Are you planning to purchase a facility, land, or construct units*? _X_ Yes _____ No. Will EO 23-02 funds be utilized? _X__ Yes _____ No. If you answered yes, please describe your project timeline. Include information about your experience with construction, and project management, status of any needed permits, inspections, and so forth.**

The City plans to use grant funds to purchase a facility, and two properties have been identified that are currently available for acquisition. The City has been in communication with realtors regarding the purchase, and the timeline for acquiring a property is approximately 30 days from the time of the grant contract. Once the property is acquired, the City will work in collaboration with its shelter operations partner, OHRA, to set up the shelter, hire and train staff. This process is estimated to take another 30 days. The necessary renovations and upgrades to the facility will be carried out while ensuring that the shelter can continue to operate without any disruption or conflict, prioritizing its use as an emergency shelter.

The City of Ashland has extensive experience in property acquisition, construction projects, and professional project management. There are no planning approvals required for the purchase and utilization of the facility as a congregate and non-congregate shelter and urban rest stop. However, the City will need to apply for building permits to proceed with the proposed renovations, and the City's building department can offer consultation as well as an expedited permitting and inspections process. OHRA also brings extensive experience in shelter set up and staff training. They have successfully completed property acquisition and major rehabilitation projects utilizing both Federal and State grant funding.

c. ***The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

d. **Are you planning to add beds to an existing facility? _____ Yes _X_ No If you answered yes, will construction, conversion, or rehabilitation be required? __ Yes ___ No**
**If you answered yes, please provide a project timeline.**

e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**

**__X___ Yes _____ No**
**If you answered yes, how will they be funded?**

The City of Ashland has General Funds set aside in the City's budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing. __X__ Yes _____ No**
**If you answered Yes, please provide names and amounts for the other funding sources. EO-23 funds cannot be used to supplant existing funds for similar projects.**

| Expense | Project Costs | Funding Source | Narrative |
|---|---|---|---|
| Building Acquisition | $1,600,000 | $1,400,000-EO Grant<br>$ 200,000-DAS Grant* | Est. Site Acquisition Cost |
| Renovation Costs | $ 200,000 | $ 200,000-DAS Grant | To include Sprinklers system, bathroom and kitchen upgrades, |

| | | | |
|---|---|---|---|
| | | | Shower Trailer hookups and soft costs. |
| Operations | $ 200,000 | $ 200,000-DAS Grant | From 7/01/2023-01/10/2024 |
| Operations | $ 200,000 | $ 200,000-City General Fund | From 01/11/2024+ |
| Outdoor Bathroom | $ 130,000 | $ 130,000-DAS Grant and/or 2024 CDBG | Installation of a Portland Loo-for 24-hour public bathroom access |
| Total Project Costs | $2,330,000 | | |

* DAS grant funding is secured

6. **If awarded, does your agency have the capacity to provide monthly reports? __X__ Yes _____ No. If you answered no, please explain.**

The City of Ashland will contract with OHRA to provide data collection and reporting through the HMIS system as part of the shelter operations subcontract.

7. **If awarded, will you be able to spend funds by Jan. 10, 2024?**

Yes, the City and OHRA both have an excellent track record for timely and appropriate expenditure of State and Federal grant funds.

**REQUIRED SUPPLEMENTAL MATERIALS.**

Please enclose, **with your application:**

- A copy of your IRS non-profit determination letter (See attached Exhibit A)
- Your agency budget for the current fiscal year and a projected budget for the next fiscal year: Please See Budget Documents on the City's website https://www.ashland.or.us/Page.asp?NavID=8316
- An EO 23-02 Project Budget (Table on Page 8 & 9)
- Your most current 990 https://www.ashland.or.us/Page.asp?NavID=8316
- Board of Directors list: https://stories.opengov.com/ashlandor/published/FnmcPHyBA
- Your current W-9 (See attached Exhibit B)
- Current Organizational Chart: https://stories.opengov.com/ashlandor/published/QPyQxLNkf
- Copy of your most recent audit (if unavailable, then most recent unaudited financials) https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20Reports/Completed_Single_audit.pdf

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Resolution 2023-22 Budget Supplemental for ODOE grant with Stracker Solar | |
| **From** | Mariane Berry | Title: Finance Director |
| **Contact** | Mariane.Berry@ashland.or.us | |
| **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 adjustment does not increase appropriations by more than ten percent and is necessary in order recognize and appropriate unbudgeted revenue.

**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. This change consists of additional appropriations of less than ten percent of the budgeted fund, and therefore Oregon budget law allows adoption by Council Resolution with no public hearing required.

On June 20, 2023, Ashland City Council approved a Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard by Stracker Solar Inc. The procurement is part of a partnership between the City and Stracker Solar under the Community Renewable Energy Program (CREP) of the Oregon Department of Energy (ODOE). Stracker Solar will install Stracker PV systems in the City's incorporation yard within the parking lot area. The system will also include electric vehicle charging stations and battery backup.

The budget amendment recognizes the grant revenue and an increase in appropriations for the biennial budget:

| | | |
|---|---|---|
| **Increase In resource:** | | |
| Electric Fund | Grant Revenue | 940,000 |
| | ***Total Increased Resource*** | **$ 940,000** |
| | | |
| **Increase In appropriation:** | | |
| Electric Fund | Professional Services | 940,000 |
| | ***Total Increased Appropriation*** | **$ 940,000** |

**FISCAL IMPACTS**

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

**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 No. 2023-22 authorizing a 2023-25 BN supplemental budget.

**REFERENCES & ATTACHMENTS**

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

# RESOLUTION NO. 2023-22

## 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 |
| | | | |
| Electric Fund | | | |
| Electric - Electric Distribution | 940,000 | | |
| Intergovernmental | | | 940,000 |
| | $ 940,000 | | $ 940,000 |
| | | | |
| | | | |

SECTION 2. This resolution is effective upon adoption.

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

_____
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

CITY OF ASHLAND

# Budget Supplemental Request

**Date:** 7-10-2023

**Department:** Electric

**Explanation of request:**

Receive grant funding from Oregon Department of Energy and spend grant funds to install solar and batteries at 90 N. Mountain service center.

## New Revenue

| Account Number | Line Item Name | Amount |
|---|---|---|
| 690.430205 | Electric Grants | $ 940,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Amount of Transfer | $ 940,000.00 |

## Additional Appropriations (Expense)

| Account Number | Line Item Name | Amount |
|---|---|---|
| 111800.704100 | Capital outlay | $ 940,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Amount of Transfer | $ 940,000.00 |

Requested By: TAMcB III

Approved By: Mariana Berry 7/10/21

Department Head

# Memo

TO: Joseph L. Lessard, City Manager
FROM: Tami De Mille-Campos, Administrative Analyst
DATE: 7/11/2023
RE: City Manager Signature Needed for Stracker contract

**Background:** This item is coming to you for signature after Council approval on 6/20/23, please see the attachments for more info.

**Council Action:** Approved 6/20/23

**Signatures Required:**

1. **Finance Director on Form 3** MB
2. **City Manager on Form 3**
3. **City Manager on page 5 of agreement**
4. **City Manager on page 3 of City addendum**

**Other Relevant Information: None**

**Insurance waived or reduced? No**

**Who to return to if different from sender?**

**Are all other signatures required collected? Yes**
*If no, please collect before sending them to the City Manager.*

**Are all attachments listed included? Yes**

CITY OF ASHLAND
20 East Main Street
Ashland, Oregon 97520
www.ashland.or.us

Tel: 541-488-6002
Fax: 541-488-5311
TTY: 800-735-2900

**FORM #3**

CITY OF ASHLAND

A request for a Purchase Order

# REQUISITION

Date of request: 07/11/2023

Required date for delivery:

Vendor Name: Stracker Incorporated

Address, City, State, Zip: 645 A St Ashland, Or 97520

Contact Name & Telephone Number:

Email address:

## SOURCING METHOD

| | | |
|---|---|---|
| ☐ Exempt from Competitive Bidding<br>☐ Reason for exemption:_____<br>☐ AMC 2.50 _____<br>☐ Written quote or proposal attached | ☐ Invitation to Bid<br>Date approved by Council:_____<br>___(Attach copy of council communication) | ☐ Emergency<br>☐ Form #13, Written findings and Authorization<br>☐ Written quote or proposal attached<br>___(If council approval required, attach copy of CC) |
| ☐ Small Procurement<br>Not exceeding $5,000<br>☐ Direct Award<br>☐ Verbal/Written bid(s) or proposal(s) | ☐ Request for Proposal<br>Date approved by Council:_____<br>___(Attach copy of council communication)<br>■ Request for Qualifications (Public Works)<br>Date approved by Council: 6/20/23<br>___(Attach copy of council communication) | Cooperative Procurement<br>☐ State of Oregon<br>Contract # _____<br>☐ State of Washington<br>Contract #_____<br>☐ Other government agency contract<br>Agency _____<br>Contract #_____ |
| Intermediate Procurement<br>GOODS & SERVICES<br>Greater than $5,000 and less than $100,000<br>☐ (3) Written bids & solicitation attached<br>PERSONAL SERVICES<br>Greater than $5,000 and less than $75,000<br>☐ Less than $35,000, by direct appointment<br>☐ (3) Written proposals & solicitation attached<br>☐ Form #4, Personal Services $5K to $75K | ☐ Sole Source<br>☐ Applicable Form (#5, 6, 7 or 8)<br>☐ Written quote or proposal attached<br>☐ Form #4, Personal Services $5K to $75K<br>Date approved by Council:_____<br>Valid until:_____(Date)<br>☐ Special Procurement<br>☐ Form #9, Request for Approval<br>☐ Written quote or proposal attached<br>Date approved by Council:_____<br>Valid until:_____(Date) | Intergovernmental Agreement<br>Agency _____<br>☐ Annual cost to City does not exceed $25,000. Agreement approved by Legal and approved/signed by City Administrator. AMC 2.50.070(4)<br>☐ Annual cost to City exceeds $25,000, Council approval required. (Attach copy of council communication) |

## Description of SERVICES

| Dual-axis solar photo-voltaic trackers and solar EPCM services | **TOTAL COST**<br>$ 940,000.00 ✓ |
|---|---|

| Item # | Quantity | Unit | Description of MATERIALS | Unit Price | Total Cost |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

■ Per attached quote/proposal

**TOTAL COST**
$

Project Number _ _ _ _ _ _-_ _ _ Account Number 1 1 1 8 0 0-7 0 4 1 0 0 ✓

Account Number _ _ _ _ _ _-_ _ _ _ _ _ Account Number _ _ _ _ _ _-_ _ _ _ _ _

**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: _____ 7.12.23

(Equal to or greater than $5,000)

Department Manager/Supervisor: _____ City Manager: _____

(Greater than $35,000)

***Funds appropriated for current fiscal year:*** YES / NO _____ 7/12/23

*Finance Director- (Equal to or greater than $5,000)*  *Date*

*Comments:* _____

## Proprietary & Confidential

## Commercial Solar Fabrication and Installation Agreement

This Commercial Solar Fabrication and Installation Agreement ("the Agreement") is made on **June 28, 2023**, by and between **The City of Ashland Oregon** ("City") ("Owner") and **STracker Incorporated**, an Oregon corporation providing elevated, dual-axis Solar Photo-Voltaic (PV) trackers ("STrackers") and Solar EPCM services ("Contractor").

**RECITALS:**

1. Owner and Contractor (together, the "Parties") enter into this Agreement for the purpose of installing a high-efficiency, sun-tracking, solar electricity generation system combined with a battery backup system, to allow a microgrid and new Level3 EVCS at the City Electric Building ("the Project").
2. The project costs will be paid for, or reimbursed, with funds from the Oregon Department of Energy Community Renewable Energy Program (CREP) grant already secured by the Contractor and already awarded to the Owner.
3. The system will consist of six (6)12.6kW Stracker S1B units located over the existing parking lot to the south of the electric building, as well as an anticipated 80kW battery backup system and Level-3 EVCS station(s) with accommodation for future Vehicle to Grid (V2G) option when commercially available.
4. Battery size and the number of EVCS units will be maximized within cost restraints of the CREP grant and City preference.
5. The Contractor will engage local subcontractors to perform portions of the work including the PV and Battery systems interconnection work with Ashland Electric.
6. The Parties enter into this Agreement in good faith, with a commitment to integrity, transparency, mutual respect, the highest level of professionalism and the least disruption to the City in all dealings pertaining to the Agreement.

**AGREEMENT:**

The Parties to this Agreement hereby agree as follows:

1. **Scope of Work - Contractor shall:**
    a. Furnish all Engineering, Procurement and Construction Management (EPCM) services for the complete and proper, code-approved Ashland Electric Distribution grid connected Solar, Battery and EVCS system similar to that depicted in Exhibit A - Preliminary Site Plan.
    b. Contractor will supply Owner an ongoing accounting of the project's finances, permitting and construction statuses, and provide the documentation as set forth in Exhibit D - System Documentation. Owner is to supply and help install the project's 480V City Transformer.
    c. Upon receipt of the deposit from Owner as set forth herein, Contractor will direct fabrication of the STracker units, complete system designs & permitting, procure materials and subcontract with local contractors to help perform the work.
    d. A rough listing of the Scope of Work items, and their historical time-lines, are shown in Exhibit E- Possible Project Schedule. It is understood that supply chain or other unexpected issues could significantly affect this schedule.

2. **Time of Completion.** The construction portion of the Project shall commence after written approval from Owner and the garnering of all appropriate planning and building permits. The construction work is expected to be completed within sixty (60) days of its commencement and not later than December 31, 2023, barring unexpected Supply Chain or Utility Interconnection delays.

3. **Cooperation and Planning.** The Parties acknowledge the importance of cooperation and planning for the most efficient building of this showcase installation and will work together to optimize Project staging and construction to minimize disruption to the City's business. Owner is expected will share available items and details that will be of value in the planning, permitting, design and construction portions of the Project.

4. **Contract Price.** Owner agrees to pay Contractor $940,000 ("Project Total") for the manufacturing, installation, and configuration of the STracker S1B PV, Battery, Microgrid and EVCS Systems, similar to the grant-allowed financial projections shown in Exhibit B - Project Budget. Installation includes all materials, methods, and labor costs, as well as the permitting and final approvals required for a complete and proper installation necessary for the Project. Battery sizing and the number of EVCS stations will increased as allowed to utilize all of the project-allocated CREP grant money.

5. **Progress Payments.** Owner agrees to pay Contractor the following amounts, recorded as a percentage of the Project Total, upon Contractor's completion of the following milestone events. Upon completion of each milestone, Contractor shall submit to Owner an invoice for the associated progress payment.

   Payments for all Contractor invoices shall be due within seven (7) calendar days of the invoice issue date or within five (5) business days of receipt, whichever occurs later. Unless otherwise requested by Owner, invoices shall be delivered via email.

| # | Milestone | Description | Percentage of Project Total |
|---|---|---|---|
| 1 | Contract Execution | Parties have approved and signed the Agreement. | 30% |
| 2 | Preliminary Site Infrastructure | Subcontractors retained, required permits procured, site infrastructure work is completed and STracker(s) have been fabricated. | 30% |
| 3 | Operational Testing | Completion of initial operational testing of STracker and Battery systems | 30% |
| 4 | System Operational | Completion of STracker and Battery installations, full system implementation, final city/county approval of required permits | 10% |

6. **Work Quality.** All work shall be completed in a high-quality manner and in compliance with applicable building and electrical codes, local laws, and utility company requirements, and fulfillment of appropriate utility interconnection obligations.

7. **Project Approval.** Contractor shall furnish to Owner a plan including construction and equipment specifications for the Project, and obtain Owner's approval for such plans, specifications, materials, and equipment prior to the commencement of the installation work.

8. **Warranties.** All commercial, off-the-shelf equipment and materials used in the Project shall be provided with original manufacturers' warranties where and as applicable. The work performed under this Agreement will be warrantied per Exhibit C - Warranty Provisions.

9. **Licensing.** To the extent required by the law, all work on the Project shall be performed by individuals duly licensed and authorized by law to perform said work.

10. **Subcontractors.** Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall be fully responsible for payment of said subcontractors and in all instances remain responsible to Owner for the proper completion of this Agreement.

11. **Release/Waivers.** Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided prior to the time the final payment shall be due.

12. **Change orders.** Any alterations or deviation to the above specifications will be executed only upon a written order for same, signed by both Parties. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to or deducted from the contract price of this Agreement. Such change orders shall be incorporated in and become a part of this Agreement.

13. **Insurance.** Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following:
(1) Occurrence-based commercial general liability insurance (including contractual, products and completed operations coverage) with a combined single limit of not less than $2,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000
(2) Workers compensation insurance as required by law.

14. **Permits.** Contractor shall obtain all permits necessary for the Project work to be performed.

15. **Site maintenance.** Contractor agrees to remove all debris and maintain (and have its subcontractors maintain) the City's premises in a clean and safe condition throughout the course of the Project.

16. **Independent Contractor.** Contractor is an independent contractor and is not an employee of Owner. Contractor shall furnish all equipment, tools, and supplies to accomplish the

assigned work, except as agreed to in writing by both Parties. Contractor maintains control over the manner in which the tasks are to be performed and the products made. Owner will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely Contractor's responsibility.

17. **Non-Disclosure.** "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information includes: any information that has been entrusted to one Party by the other Party or third parties, which the Party knows or should know is confidential. Each Party covenants that during and after the term of this Agreement, neither Party shall not disclose to anyone (except to the extent necessary to perform duties hereunder or as required by law) any confidential information concerning either Parties' business or affairs which may be acquired in the course of or incident to the Project. This covenant shall survive the termination of this Agreement.

18. **Termination of Contract.** The Agreement will terminate when the Project is complete and paid for, or upon agreement between the parties, with a final financial reconciliation to be completed within thirty (30) days of such termination.

19. **Indemnification and Limitation of Liability.** Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Party, or from any breach of this Agreement by the Party.

20. **Arbitration.** Any disputes which may arise under this Agreement, and which cannot be resolved by the Parties through good faith negotiation or mediation, will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration in Medford, Oregon before a single, mutually agreed upon arbitrator. Any arbitration award will be treated as Confidential Information.

21. **Notices.** Any notice shall be in writing and delivered in person, mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below, or sent via electronic mail. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3rd) day after date of deposit in the U.S. mail, or if via electronic mail, at the expiration of the second (2nd) day after the date the electronic mail was sent.

**Owner:**
The City of Ashland Oregon
150 North Mountain Ave, Ashland, OR 97520
Attn: Thomas McBartlett III, Electric Director
Email: thomas.mcbartlett@ashland.or.us

**Contractor:**
STracker Incorporated
645 A St, Ashland, OR 97520
Attn: Jeff Sharpe PE, COO
Email: contact@strackersolar.com

22. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control.

23. **Governing Law and Venue.** This Agreement will be interpreted and enforced according to the laws of the state of Oregon and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Jackson County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

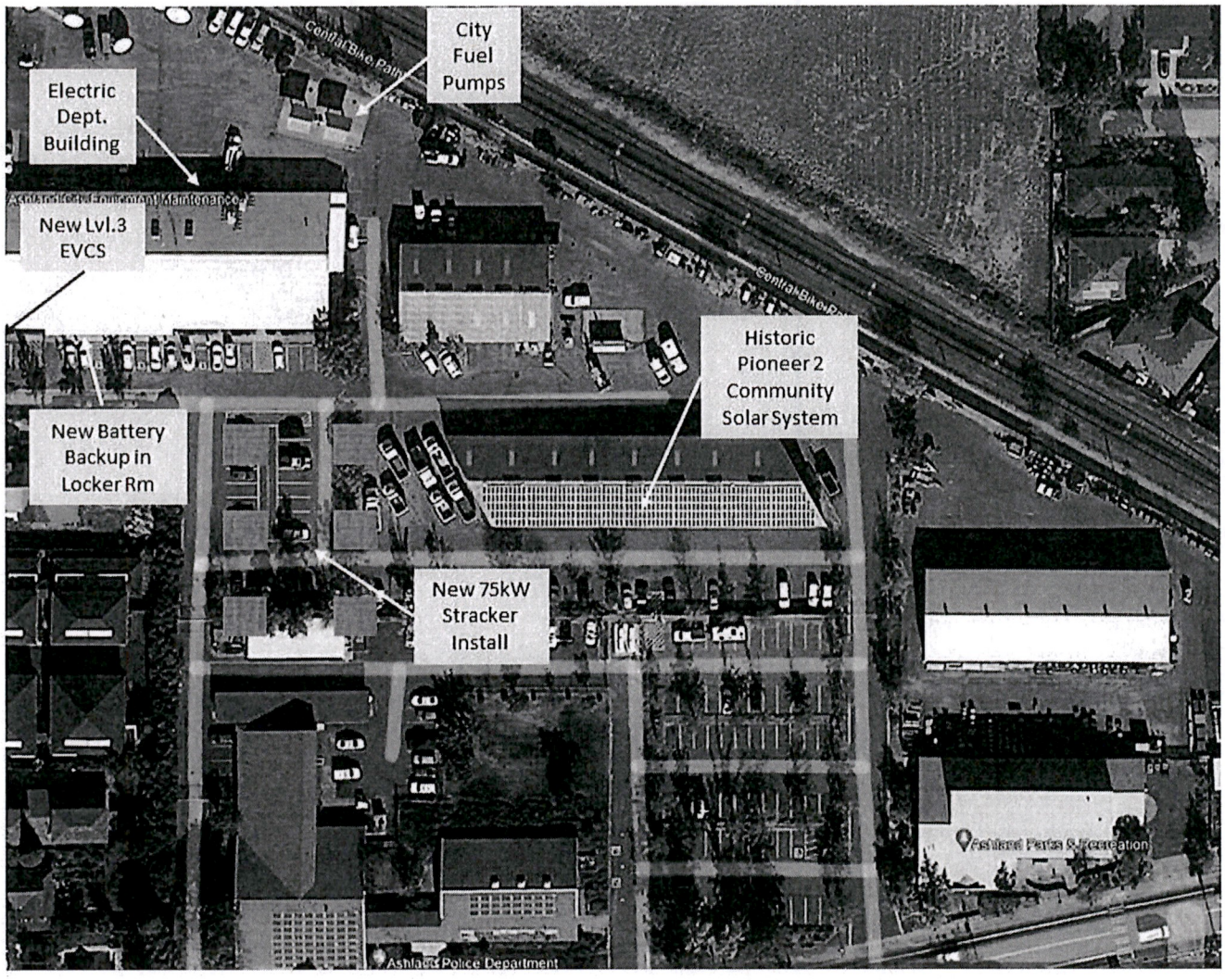
24. **Attorney Fees and Costs.** In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

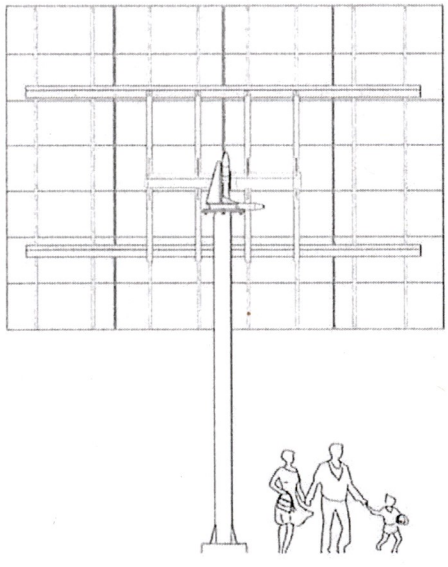
**SIGNATURES:**

The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

| OWNER: | CONTRACTOR: |
|---|---|
| _____ | Jeffery Sharpe _____ |
| Thomas McBartlett III, Electric Director<br>City of Ashland Oregon | Jeff Sharpe, COO<br>Stracker Incorporated dba Stracker Solar |

## Exhibit- A Preliminary Project Site Layout



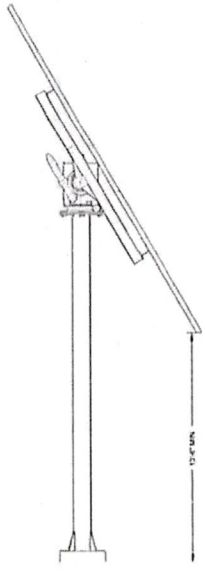


Exhibit- B Project Budget

| Ashland Service Center (6)S1B/EVCS/Battery | | | |
|---|---|---|---|
| 6.28.2023 | (6)S1B --> | 75.6 | kW BiFacial |
| **PROJECT COSTS** (no mark-up added to any subcontractor proposal) | | | |
| **Stracker Solar** | | | |
| Project Management | labor | $ (40,000) | |
| CREP Grant Administration costs | labor | $ (10,000) | |
| Project Development & Permitting | labor | $ (10,000) | |
| (6) Bare Model S1B Strackers | materials | $ (150,000) | |
| Delivery & Assembly | labor | $ (10,000) | |
| Lot Lighting, EVCS, Misc | materials | $ (175,000) | |
| 10-year Maintenance agreement | labor | $ (15,000) | |
| **Dunnigan Engineering** | | | |
| Structural Certification & Site Inspection | labor | $ (10,000) | |
| **Mayfield Renewables** | | | |
| Microgrid Design and Permitting | labor | $ (15,000) | |
| **PV Partner** | | | /W delivered |
| (168) 450W BiF PV Modules or equal | materials | $ (56,700) | $0.75 |
| Inverters, PV Wiring, Disconnects, Misc | materials | $ (70,000) | |
| Installation, Incentives, Permitting, Misc | labor | $ (53,300) | |
| **Battery Partner** | | | |
| Battery System and adjuncts | materials | $ (110,000) | |
| Design, Permitting, Instalation | labor | $ (25,000) | |
| **Electrician Partner** | | | |
| AC/DC Wiring, Electrical, Adjuncts | materials | $ (40,000) | |
| Install, Permit, Commission | labor | $ (28,000) | |
| **CCB Partner** | | | |
| Foundations, Conduit, Patching | materials | $ (30,000) | |
| Sitework & Installations | labor | $ (20,000) | |
| **Crane Partner** | | | |
| CraneWork | labor | $ (5,000) | |
| **Subcontractor Markup** | | $ (46,300) | 10% |
| **Contingency** | | $ (20,700) | |
| **PROJECT TOTAL** | | **$ (940,000)** | |
| | | | |
| System Production Multiplier | | 2.25 | 3% self-shade |
| Annual production from (6)BiFacial S1B | | **170,100** | kWh |

**Exhibit C – Warranty Provisions**

Contractor warrants all electrical, electronic, and structural components of the Model S1 and maintains a healthy local inventory of all components for a rapid response time should problems ever occur.

- Steel Structure & Foundation
  Structural design & construction- **30 years**
- Tracker Actuators - Slew Drives
  Slew-drive actuator & Motor systems- **10 years**
- Control System
  Complete control systems- **10 years**
- Installation materials & methods
  STracker installation contractors warranty the installation for a minimum of **2 years**
- PV System-Specific Warranty Provisions
  PV system repair & warranties are provided & fulfilled by the partner PV Installer AES
  - PV modules typically carry a full **25-year** manufacturer linear performance warranty
  - Inverters typically have a **10 to 12 year**, often extendable to **25-year**, manufacturer warranty supplied and fulfilled by the PV Installer

**No-hassle maintenance plans** are available and recommended to assure proper annual lubrication, touch-up painting and energy production documentation.

**Exhibit D- System Documentation**

Contractor will deliver the following documentation to Owner upon project completion

1. All required permits, inspections, and final approvals
2. Project structural, electrical and interconnection diagrams
3. STracker Solar Owner's Manual
4. PV System Warranty and Operations Manuals (by PV Installer)
5. STracker, Inverter & Solar Module Model & Serial Numbers
6. Photos and Time-lapse videos of the construction and system operation

# 2023 City of Ashland Service Center Solar/Battery/EVCS Project

Updated 6.28.2023

| | Planned Start | Planned Duration | Actual Start | Actual Duration |
|---|---|---|---|---|
| **Development** | | | | |
| Siting, Options, Contract | 1 | 2 | | |
| Design, Planning & Bldng Permits | 2 | 3 | | |
| Engineering and Procurement | 3 | 4 | | |
| **Inventory, Construction prep** | | | | |
| SubContractors Schedule & Deposits | 4 | 3 | | |
| Inventory PV & Stracker systems | 4 | 5 | | |
| Line locates & schedule inspections | 8 | 1 | | |
| **Installation** | | | | |
| SiteWork, Foundations, Conduit | 9 | 2 | | |
| S1A Delivery, Assembly | 11 | 2 | | |
| PV Installs & Site Wiring | 12 | 2 | | |
| Install Battery, Switching and EVCS | 11 | 4 | | |
| **Payments** | | | | |
| 30% Deposit | 1 | 1 | | |
| 30% Progress Payment | 10 | 1 | | |
| 30% Progress Payment | 15 | 1 | | |
| Final 10% Payment | 18 | 1 | | |

# Addendum to
## COMMERCIAL SOLAR FABRICATION AND INSTALLATION AGREEMENT (the "Agreement")

between

**S TRACKER INCORPORATED ("Provider")**
and
**THE CITY OF ASHLAND, OREGON ("City")**

To the extent this Addendum and the Terms and Conditions of the Agreement conflict, this Addendum shall control. This Addendum amends the Terms and Conditions of the Agreement as follows:

1. Add the following new Section 8a to the Agreement as follows:

a. Oregon Tax Law. Provider's compliance with tax law:

(1) Provider represents and warrants to the City that:

Provider 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 Provider; and
(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Provider, for a period of no fewer than six (6) calendar years preceding the Agreement Date, 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 Provider; and
(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

(2) Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement.

2. Add the following new Section 10a to the Agreement as follows:

a. 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.

3. Replace and add the following new Section 17 to the Agreement as follows:

a. "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use.
b. Notwithstanding the above, disclosure of confidential or other intellectual property is subject to Oregon public records law, ORS 192.005 to 192.170. To the extent permitted under Oregon Public Records Law, each party shall hold in confidence and shall not disclose, or use or otherwise exploit for their own benefit or the benefit of any other person or entity, the Confidential Information of the other party, except that:
    i. Each party may disclose Confidential Information to those of its representatives who need to know the particular information to carry out the purposes of this Agreement, provided that each representative is informed of the obligations of confidentiality under this Agreement.
    ii. City will without undue delay inform Provider of any request for "Confidential" Information as defined herein, but the City will defer to the Provider to defend Provider's interest against any and all disclosure should a request for any public record which relates or pertains to such "Confidential" Information.

c. The City will not interfere with the Provider's defense to prevent disclosure, although it will follow any directive by those public officials legally qualified to direct the City to disclose such public records and in a manner as so directed. The City is not required to expend funds or resources to perform any defense on behalf of or in lieu of Provider to protect against disclosure of "Confidential" Information.

4. Replace and add the following new Section 19 to the Agreement as follows:

**Indemnification and Limitation of Liability.** Except as in accordance with and as limited by ORS 30.260 to 30.300 (Oregon Tort Claims Act) and the Oregon Constitution Section XI(9) as applied to the City of Ashland, each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation

interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Party, or from any breach of this Agreement by the Party.

Add the following new Section 23a to the Agreement as follows:

a. The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, ORS 279B.230, and ORS 279B.235.

5. Except as specifically modified by this Addendum, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Addendum to be signed in their respective names by their duly authorized representative as of the dates set forth below.

**THE CITY OF ASHLAND, OREGON**

By: Joseph L Lessard

Joseph L Lessard

Title: City Manager

Date: 7/12/23

**STRACKER INCORPORATED**

By: Jeffery Sharpe
(must be Officer of the Company)

Printed Name: Jeffery Sharpe

Title: Founder & COO

Date: July 7, 2023

Approved as to form:

Douglas M McGeary
Acting City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLICY CHANGES

Policy Change Number 002

| POLICY NUMBER | POLICY CHANGES EFFECTIVE | COMPANY |
|---|---|---|
| MP003600200652904 | 06/27/2023 | **Mesa Underwriters Specialty Insurance Company** |
| NAMED INSURED<br>SHARPE ENERGY SOLUTIONS, INC. AND STRACKER, I | | AUTHORIZED REPRESENTATIVE<br>36002<br>HULL AND COMPANY, LLC |
| COVERAGE PARTS AFFECTED | | |

IN CONSIDERATION OF THE ADDITIONAL PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY IS AMENDED AS FOLLOWS: INCREASING GENERAL LIABILITY LIMITS TO $2 MILLION/ $2 MILLION/ $2 MILLION ADDING ADDITIONAL INSURED PER FORM CG 2010 (04/13)-ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

ADDITIONAL PREMIUM: $837.00

06/30/2023 JT OIP

All other terms and conditions of this policy remain unchanged.

Additional SL Tax: $16.74
Additional Stamping fee: $2.51





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# GENERAL LIABILITY Coverage Part Declarations

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

**Policy Number:** MP003600200652904
**Named Insured:** SHARPE ENERGY SOLUTIONS, INC. AND STRACKER, INC.
**DBA:**
**Effective Date:** 10/16/2022

## LIMITS OF INSURANCE

| | |
|---|---|
| General Aggregate Limit (Other Than Products / Completed Operations | $ 2,000,000 |
| Products / Completed Operations Aggregate Limit | $ 2,000,000 |
| Personal and Advertising Injury Limit | $ 2,000,000 |
| Each Occurrence Limit | $ 2,000,000 |
| Damage To Premises Rented to You Limit (Any 1 Premises) | $ 100,000 |
| Medical Expense Limit (Any 1 Person) | $ 5,000 |

**Location(s) Of All Premises you Own, Rent or Occupy, Classification & Premium Provided**

| Code No. | Classification Description | Premium Basis / Exposure* | Rate: Premises / Operations | Rate: Products/ Comp Ops | Advanced Premium: Premises / Operations | Advanced Premium: Products/ CompOps |
|---|---|---|---|---|---|---|
| Loc. No. | Street Address | Street Address | City | | State | Zip |
| 001) | 645 A ST | | ASHLAND | | OR | 97520 |
| 52435 | Electrical Generating Machinery Mfg | s 500,000 | 1.3800 | 9.9500 | $691 | $4,975 |
| 91585 | Contractors - subcontractors - buildings | c 350,000 | 5.4500 | 6.1000 | $1,906 | $2,134 |
| 41620 | Construction or Project Managers (Other than NY) | s 600,000 | 5.4000 | Included | $3,240 | Included |

- ☐ Abuse and Molestation Limited Coverage
- ☐ Assault and Battery Limited Coverage
- ☒ Additional Insured(s) 50
- ☐ Employee Benefit Liability Coverage
- ☐ Liability Enhancement Coverage
- ☒ Waiver of Subrogation Coverage 50
- ☐ Lost Key Coverage
- ☐ Limited Pollution Coverage
- ☐ Earth Movement Coverage
- ☐ Misc Professional Liability Coverage
- ☐ Swimming Pools - Dwelling Coverage
- ☐ Other:

- ☒ Increased Limits 2,589
- ☐ Hired Automobile
- ☐ Non-Owner Automobile
- ☐ Stop Gap
- ☐ Swimming Pool Pop-up Coverage
- ☐ Primary & Non Contributory Coverage
- ☐ Timber Overcut Coverage
- ☐ Limited Pollution Lawn Care Coverage
- ☐ Ohio Pesticides Coverage
- ☐ Alarm Systems Cont E&O Coverage
- ☐ Contractors Liability Bundle

*Premium Basis Types: **a - Area** (per 1,000 Square feet of area) **c - Cost** (per $1,000 Total Cost) **m - Admissions** (per 1,000 Admissions) **p - Payroll** (per $1,000 of Payroll) **s - Sales** (per $1,000 Gross Sales) **t – Total** (per each) **u - Units** (per Unit)

**Total Annual Premium:** $ 15,635

**Forms/Endorsements Applicable** See Schedule of Forms and Endorsements

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Conditions, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| City of Ashland, Public Works, 20 East Main Street, Ashland, OR 97520 | Per written contract. |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Stracker Incorporated

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

645 A Street

Requester's name and address (optional)

6 City, state, and ZIP code

Ashland, OR 97520

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8 | 1 | – | 5 | 1 | 9 | 2 | 7 | 5 | 4 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ _____ Date ▶ 03/20/2023

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# Council Business Meeting

**June 20, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Approval of Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard (90 N. Mountain) by Stracker Solar Inc. | |
| **From** | Scott Fleury PE<br>Thomas McBartlett III | Public Works Director<br>Electric Utility Director |
| **Contact** | Scott.fleury@ashland.or.us<br>thomas.mcbartlett@ashland.or.us | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

Before the Council is a request to approve a special procurement (Direct Award Contract) with Stracker Solar Inc. for installation of Photovoltaic (PV) Solar equipment at the City's Incorporation Yard, located at 90 North Mountain Avenue. This is the second phase associated with the previously authorized Memorandum of Understanding (MOU). The MOU established a partnership between the City and Stracker solar to develop a grant application and associated documentation for the Oregon Department of Energy's (ODOE) Community Renewable Energy Grant Program (CREP) grant. Per the MOU if awarded a grant upon application the City was to contract with Stracker Solar Inc. for the construction phase.

**POLICIES, PLANS & GOALS SUPPORTED**

**VISION STATEMENTS for Success:**

- Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known
- We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation
- We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future

**Community:**

- Environmental resilience, including addressing climate change and ecosystem conservation

**Organization:**

- Quality infrastructure and facilities through timely maintenance and community investment

**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

**PREVIOUS COUNCIL ACTION**

The Council previously authorized entering into a Memorandum of Understanding with Stracker Solar for development of an Oregon Department of Energy (ODOE) Community Renewable Energy (CREP) Grant.

Council Business Meeting Staff Report: Staff Report - May 17, 2022

Council Business Meeting Minutes: Minutes - May 17, 2022

**BACKGROUND AND ADDITIONAL INFORMATION**

A Special Procurement is used for the purpose of seeking an exemption from the formal competitive bid process required under Ashland Municipal Code 2.50.090 (G) (AMC), when a good or service price exceeds $100,000. The special procurement process defines a custom contracting or alternative contracting approach and can be approved by the City Council per the AMC. The Special Procurement Approval Request Form (written findings), is attached for Council consideration and review.

Strackers are highly efficient, reliable and robust solar power systems. By following the exact location of the sun all day, every day, these dual-axis solar trackers produce 50-70% more electricity than traditional rooftop or fixed ground-mounted solutions with the same number and type of panels. In addition, Strackers allow full use of the ground below, since the powerful PV array is elevated atop a 20-foot steel pole. This unique feature makes them optimally suited for parking lots. The construction phase of the project is meant to install 75 kW Stracker PV systems in the City's incorporation yard located at 90 North Mountain within the parking lot area. The system will also include electric vehicle charging stations and battery backup.

**FISCAL IMPACTS**

The fiscal impact associated with approval of the special procurement and work leading to this point, are all associated with the staff time across multiple departments necessary to bring previous and current actions before Council. There will be additional staff time necessary to coordinate with Stracker Solar for the construction and start up phases moving forward. The construction phase is supported by the ODOE CREP Grant received by the City of Ashland. The total not to exceed grant amount from ODOE is $940,000 and will support the installation and connection of 6 Stracker Systems (75kW, electric vehicle charging stations and battery backup.

**STAFF RECOMMENDATION**

Staff recommends Council approve the special procurement.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I Move to approve a special procurement "direct award" with Stracker Solar for installation of Stracker PV systems at the City's incorporation yard, located at 90 North Mountain Avenue per the Oregon Department of Energy approved grant application.

**REFERENCES & ATTACHMENTS**

Attachment #1: Form 9 – Special Procurement
(MOU, Grant Award, MOU Staff Report – included)
Attachment #2: Site Layout Schematic

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | DLCD Housing Grant Application Authorization | |
| **From** | Lind Reid | Housing Program Manager |
| **Contact** | Linda.reid@ashland.or.us 541-552-2043 | |
| **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 a Manufactured Park Zone ordinance. This is a prioritized activity identified in the recently adopted housing production strategy document.


**POLICIES, PLANS & GOALS SUPPORTED**

Housing Production Strategy

**BACKGROUND AND ADDITIONAL INFORMATION**

The Oregon Legislature appropriated funding to the Oregon Department of Land Conservation and Development (DLCD) for the purpose of providing technical assistance to local governments in addressing the requirements of House Bill 2003. The Oregon Housing and Community Services Department has identified that approximately 32 percent of renter households in Ashland experience severe rent burden. This severe rent burden qualifies the City for priority funding assistance from DLCD. Ashland was fortunate to be the recipient of both 2019-21, and 2022-2023 planning assistance grants from DCLD which allowed the City to work with the DLCD selected consultant EcoNorthwest to update Ashland's Housing Capacity Analysis and to develop Ashland's Housing Production Strategy.

The City is requesting this grant funding to hire a consultant to assist the City in implementing an action identified and prioritized through the Housing Production Strategy document which was adopted by the Council at the regular meeting on May 2, 2023.

**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 grant application will be for approximately $30,000.

**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 a Manufactured Park Zone ordinance.

**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 a Manufactured Park Zone ordinance.

**REFERENCES & ATTACHMENTS**

Attachment 1: Draft Council Letter of Support
Attachment 2: Housing Production Strategy - Manufactured Home Preservation Excerpt
Attachment 3: DLCD Housing Planning Grant Application Packet

CITY OF ASHLAND
Better Together

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 or 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

# City of Ashland Housing Production Strategy

**Adopted May 21, 2023**

**Excerpted Section**

## G. Maintain quality and support preservation of existing manufactured home parks

### Rationale

Preserve and support development of existing manufacturing housing parks because they play a significant role in providing naturally occurring affordable housing.

### Description

Ashland has four manufactured home parks, as of November 2020, with a total of 255 spaces. Manufactured home parks provide opportunities for affordable housing for homeowners of a type that is not otherwise present in the housing market. Closure of manufactured home parks was common in Oregon during the mid-2000's and new manufactured home parks have not been developed in Oregon cities in the last decade or more.

Oregon regulates closure of manufactured home parks (in ORS 90.645). The State requires owners of manufactured home parks to give notice of closure or conversion of a manufactured home park. Manufactured home park owners are required to pay households a fee (of between about $6,000 and $10,000) when closing manufactured home parks.

In the face of closure or sale of a manufactured home park, preservation of manufactured home parks can be accomplished through a range of approaches, such as resident owned cooperatives or non-profit ownership. Since 2007, 30 manufactured home parks have been preserved statewide. In 2019, the Legislature funded a manufactured dwelling park loan program through OHCS specifically preserve manufactured home parks. Oregon Housing and Community Services (OHCS) works with Community Development Financial Institutions (CDFI) to preserve manufactured home parks through this loan fund.

Organizations that provide support for preservation of manufactured home parks includes: OHCS, Network for Oregon Affordable Housing, Banner Bank, and CDFIs. Nonprofits like CASA of Oregon and St. Vincent de Paul of Lane County have assisted with preservation of many of the 30 manufactured home parks.[1] Between 2019 and September 2021, OHCS' manufactured dwelling park loan program supported preservation of a manufactured home park in Newport

Another approach is adopting a zone that allows manufactured home parks as a permitted use and prohibits other types of single-family detached or multifamily housing. Cities such as Cornelius and Portland have taken this approach. [2]

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[1] Based on information from the report *Washington County's Manufactured Housing Communities: Facts, Risks, and Resource*, Final Report, April 2022.

[2] *Washington County's Manufactured Housing Communities: Facts, Risks, and Resource*, Final Report, April 2022.

The City can also support repair and rehabilitation of manufactured home parks as part of Action I.

Ashland could work with owners of manufactured home parks, especially those where redevelopment is being considered, to identify opportunities to preserve manufactured home parks through these approaches.

### City Role

Working with owners and nonprofit organizations to support preservation efforts.

### Partners and their Role

Lead Partner. City of Ashland Planning Division

Partners. Oregon Housing and Community Services (OHCS), owners of manufactured home parks

### Anticipated Impacts

| Populations Served | Income | Housing Tenure | Magnitude of New Units Produced |
|---|---|---|---|
| Extremely-low, very-low, low-income households; existing residents of manufactured home parks | Households with incomes below 80% of MFI | Renter or Owner | None; Preservation of existing manufactured home parks |

### Potential Risks

Impacts are likely to be minor or have no negative impact. If zoning changes were implemented in such a way that property owners can demonstrate the land use regulations reduce the fair market value of their property, the property owner could file a Measure 49 claim and the city could be required to compensate the property owner based on the reduction in the fair market value of the property resulting from the land use regulation.

### Implementation Steps

To support preservation of existing manufactured home parks:

- Draft code amendment to adopt a zone that allows manufactured home parks as a permitted use and prohibits other types of single-family detached or multifamily housing.
- Work with Ashland's Planning Commission and City Council to get public input on and adopt the code revisions.

To support preservation of existing manufactured home parks:

- Partner with nonprofits, the housing authority, and manufactured home park owners to support preservation efforts. Offer financial support where possible.

## Implementation Timeline

| Timeline for Adoption | Implementation to Commence | Timeframe of Impact |
|---|---|---|
| 2024 | 2025 | On-going |

## Funding or Revenue Implications

If no specific funding or revenue source is identified at this time, staff time and available Planning Division tools and resources will be relied on to provide support in the form of letters of support, research on preservation options, and acting as a convener of stakeholders. Providing monetary resources to help preserve existing parks could result in a higher-cost strategy.

# Council Business Meeting

**June 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Special Procurement of Software Service Contract with OpenGov, Inc. | |
| **From** | Mariane Berry, Jason Wegner | Title: Finance Director, IT Director |
| **Contact** | marianeberry@ashland.or.us, jason.wegner@ashland.or.us | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐<br>Consent ☒ Public Hearing ☐ New Business ☐ Old Business ☐ | |

**SUMMARY**

Before Council, acting as the Local Contract Review Board, is a request to approve a software services contract with OpenGov, Inc. for the following software subscriptions: Budget & Planning and Enterprise Asset Management.

**POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals (supported by this expenditure):

A: Prioritize the "Essential Services"

- Finance primarily, for budgeting purposes, however it impacts all city departments
- Public Works and Electric, for municipal maintenance and infrastructure asset management

B: Develop and/or enhance the following "Value Services" by leveraging the City's resources

- Budget reporting transparency for community
- Efficiency and organization of city-wide data

**BACKGROUND AND ADDITIONAL INFORMATION**

Historically, the Public Works Department has contracted with Cartegraph for the City's asset management needs, and the Finance Department with OpenGov for its budgeting software needs. Both costs have been appropriated in the BN 2023-25 budget. Recently, OpenGov and Cartegraph have merged, and as such, the combined company, OpenGov, Inc has consolidated the two software contracts into one. The total renewal amount of the contract for both modules is $361,582 for three years, thereby requiring the approval of Council to move forward with the contract per Ashland Municipal Code 2.50.070(1).

The contract is set to renew July 31, 2023 and go through July 30, 2026.

**FISCAL IMPACTS**

The cost is already budgeted in the BN 2023-25 budget.

**SUGGESTED NEXT STEPS**

As these software services have successfully been utilized, and continue to be, by the City, Staff recommends Council approve the special procurement.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to approve the software services contract with OpenGov, LLC for a contract amount not to exceed $365,000.

**REFERENCES & ATTACHMENTS**

Attachment 1: OpenGov Contract

# OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

## 1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at https://opengov.zendesk.com.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

## 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at https://opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

## 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

## 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer

until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant

to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

**10. MISCELLANEOUS**

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

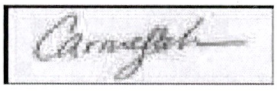
10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. wwewrwe rwe rwe

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of ~~California~~ Oregon without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or

claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in ~~San~~ Mat~~eo~~ County, Cal~~ifornia~~, and the parties hereby submit to the personal jurisdiction and venue therein. Jackson County, Oregon

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.



Approved as to form.
Assistant City Attorney,
Carmel Zahran. 7.13.23

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Acquisition of the Tuttle Property (Taxlot 391E08DD -TL400) for the Open Space Park Program | |
| **From** | Rachel Dials | APRC Deputy Director |
| **Contact** | Rachel.dials@ashland.or.us (541) 552-2260 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐ | |

**SUMMARY**

Before Council is a request for the acquisition of the Tuttle Property (Taxlot 391E08DD -TL400; approximately 4.16 acres) and dedication of the property for the Open Space Park Program Inventory, consistent with Article 19a "Open Space Park Program" of the Ashland City Charter.

At the June 7, 2023, APRC Regular Meeting, the Park & Recreation Commission approved the purchase of the Tuttle property on Granite Street for $125,000 (see attached real estate contract).

**POLICIES, PLANS & GOALS SUPPORTED**

**City Council 23/25 Biennium Priorities:** *Wildfire risk reduction and CEAP (Climate Energy Action Plan) execution*
*Economic Development including development of eco-tourism like trails, ensuring City processes such as planning are supportive of attracting new business and supporting those already here*

**APRC 23/25 Biennium Commission Goal:** *Continue to improve and develop our watershed pedestrian and mountain bike trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.*
This property is identified for acquisition within the City of Ashland Master Plan in the Parks, Trails, and Open Space Program.

**BACKGROUND AND ADDITIONAL INFORMATION**

The Tuttle Property acquisition is a scenic, undeveloped, woodland property of approximately 4.16 acre containing highly used pedestrian trails and trail connections.

The Tuttle property is surrounded on three sides by City Park land and contains two sections of the Ashland Canal Trail (TID) which runs north to Hald-Strawberry Park. These two Canal Trail sections also make a crucial connection for the popular/highly used pedestrian trail-loop between the "Hearts Nature Trail" to the south, and the "Granite Street Trail" on the north side.

In addition to the Canal Trail sections, the property contains an existing pedestrian trail that crosses the irrigation canal from the Ashland Canal Trail via an existing culverted crossing, connecting trail-



Better Together

users to the City's Lawrence and Acid Castle properties and the Hitt-Road Trail. This trail connection can also make a trail-loop down to the Birdsong Pedestrian Trail and/or to the Hald-Strawberry Park trails. Due to the location of the property and proximity to City properties and trails, it also presents other opportunities for possible new trails/trail loop development in the future.

This acquisition will also include an exclusive driveway easement to the City for maintenance access and parking. The Tuttle's have allowed City forestry and trail crews to use their private driveway-access to access work being performed on the neighboring city owned properties for the past 19 years, without an easement. The new easement will guarantee access and provide a quicker, safer route out of the property for workers in case of an emergency.

**FISCAL IMPACTS**

All funds are budgeted and available. Funds are currently available in the CIP Fund that has been approved for property acquisition. No other resources will be required for the purchase of this property.

APRC has attempted to purchase this crucial piece of property several times over several years. Regardless of the extreme value that this land has for trail access and connectivity, the actual appraisal reports the property value at $70,000. The sellers have been clear that they will not sell the land for the price in the appraisal; however, APRC is justifying the expense with the following points:

1. This property is crucial for this trail connection – no other options exist.
2. We have an agreement with the seller to purchase the land at their lowest acceptable price, which is $125,000.
3. In addition to the land, we are also purchasing an exclusive access easement through the owner's property that will allow for crucial access for maintenance on this trail and others in the region. That easement has a value that has been estimated at: $20,000.

APRC believes the value that the community will receive as a result of this purchase is commensurate with the price we are proposing to pay.

**SUGGESTED NEXT STEPS**

Possible motion: *I move to approve the acquisition of the 4.16acre(approx.) portion of the Tuttle Property known as* 391E08DD -TL400 *for the price of $125,000*

**REFERENCES & ATTACHMENTS**

Parks Commission Meeting minutes of June 7, 2023
Tuttle Property Map
Tuttle Property Purchase Offer

**MINUTES FOR REGULAR BUSINESS MEETING**
**ASHLAND PARKS & RECREATION COMMISSION**
**June 14, 2023**
**Council Chambers – 6 p.m.**
**1175 E Main St**

Present: Commissioners Landt (Chair), Eldridge (Vice-Chair), Adams, Bachman, Lewis; Deputy Director Dials, Senior Service Superintendent Glatt, Analyst Kiewel, Manager Sullivan

Absent: Director Black

## I. CALL TO ORDER

Landt called the meeting to order at 6:00 p.m.

## II. APPROVAL OF MINUTES

APRC Regular Meeting – May 10, 2023
**Motion:** Lewis moved to approve the minutes Seconded by Eldridge
**Vote:** The vote was all yes

## III. ADDITIONS OR DELETIONS TO THE AGENDA

None

## IV. PUBLIC FORUM

Thea Black spoke about the Ashland World Music Festival which was a record year with excellent community feedback. There was expanded programming this year with over 5000 people attending. Shared flyer of the event and expressed gratitude and thank APRC to partner with this event.

## V. CONSENT

Adams pulled the Ashland Japanese Garden Advisory Subcommittee Bylaws Adoption and Trail Name Adoption: Upper Wasabi, Lower Wasabi from the consent agenda.

### Subcommittee Minutes for Acknowledgment

**Motion:** Eldridge moved to approve the subcommittee Minutes for Acknowledgment. Seconded by Adams
**Vote:** The vote was all yes.

### Ashland Japanese Garden Advisory Subcommittee (AJGAC) Bylaws Adoption

Adams expressed concern that the new rules regarding APRC subcommittee appointments was not reflected in the AJGAC Bylaws. Landt clarified that the Bylaws do state that AJGC members are appointed by the APRC chairperson, with consent of the APRC Commissioners. Adams asked if the Commission would approve community members as well. Landt stated that this was his interpretation. Adams asked if Commissioner Landt appointment was before the new Commission rules regarding Subcommittees and Landt Confirmed it was. Adams would like a to see the date of appointment for Landt added to the AJGC Bylaws.

**Motion:** Adams moved to approve the Japanese Garden Bylaws with the amendment of the date when Chairman Landt appointed himself be added to the table in Addendum A. Seconded by Lewis
**Vote:** The vote all yes

### Trail Name Adoption: Upper Wasabi, Lower Wasabi

Adams acknowledged all the hard work that went into building the trail and said it's a wonderful trail. The trail was built for a beginner or green trail and Adams likes the trail name of Wasabi because it is a spicy beginner trail. Adams stated that he didn't believe this trail checks all the boxes for a beginner trail because it green straight aways, intermediate corners and an advanced climb to get to the trail. He said this trail is expertly built but it is difficult to build a beginner trail on a step hillside.

**Motion:** Adams Moved to approve the trail names Upper Wasabi, Lower Wasabi for the new trails in the Ashland Watershed. Seconded by Lewis

**Discussion:** Lewis asked if this meant that trail naming was moving away from the Lewis Carol theme. Eldridge said that trails on the west side of the watershed had not been typically named after the Lewis Carol/Alice in Wonderland theme like the east side trails. The Wonder Trail on the westside was named after an ultra-runner well known to this area.

**Vote:** The vote all yes

## VI. BUSINESS

### a) BN 23-25 Goals Prioritization and Adoption (Action)

Dials reviewed the information included in the meeting packet for the APRC BN23-25 Goals adoption

- The Parks Commissioners developed goals for 23/25 Biennium. The Commissioners ranked goals in the following order
    1. Employ best management practices to strengthen relations between management, co-workers, City employees and community members. Potential steps include work with APRC's HR provider – the City of Ashland HR Department – to simplify and communicate HR policies and procedures, improve diversity equity and inclusion efforts, ensure all staff understand how HR benefits employees and how to access HR, and reorganize and add staff to free up management time for these efforts.
    2. Improve public aquatic recreation and competitive options in Ashland consistent with the findings and recommendations of the Pool Ad Hoc Committee and ensure the continuous operation of an adequate recreational pool in Ashland during the summer
    3. Build east main street neighborhood park including the dog park, bike-skills park, and pump track.
    4. Develop plan for Oak Knoll Golf Course to respond to a variety of current issues at the course
    5. Develop an environmental sustainability and implementation plan.
    6. Continue to improve and develop our watershed ped and MTB trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.
    7. Perform a system-wide master plan for Ashland Parks and Recreation Commission
    8. Investigate, develop, and implement a dedicated permanent funding source to ensure the long-term financial sustainability of the Ashland Parks and Recreation Commission.
    9. Seek out and support opportunities for community building through programs and events in our parks, open spaces and trail networks that celebrate art, music, sports, and nature.

**Motion:** Eldridge moved to approve biennium goals ranking. Seconded by Bachman

**Discussion:** Eldridge was not sure that ranking goals is very productive or meaningful because its comparing different items and is difficult. Bachman thinks ranking is important to give direction to staff and where to start.

**Vote:** The vote was all yes

### b) Real Estate Acquisition: (391E08DD-TL400) (Action)

Dials reviewed the staff memo included in the meeting packet and showed a map of the property

- At the April 12,2023 APRC Executive Session, the Commission directed staff to negotiate for the 4.16-acre portion of the Tuttle Property on Granite Street the seller accepted an offer of $125,000 for the property
- Scenic undeveloped highly used property that contains pedestrian trails
- The property contains and exclusive easement for parking and access. The Tuttle's have let Parks use the driveway for 19 years
- Appraisal reports the property value at $70,000 APRC is justifying a higher purchase price due to the following;
    - We have an agreement with the seller to purchase the land at their lowest acceptable price, which is $125,000.
    - Property is crucial trail land and connections
    - In addition to the land, we are also purchasing an exclusive access easement that has a value that has been estimated at: $20,000.
- Landt said the trail that runs through the property is the Westside Ditch Trail

**Motion:** Adams moved to approve the purchase of the Tuttle Property. Seconded by Eldridge

**Discussion:** Eldridge stated that the acquisition of this land ensures public access and speaks to City Council priorities of wildfire risk reduction, Climate Energy and Action Plan (CEAP), and economic development goals. The TID trail is one of the few flat single track walking trails that is good for people with reduced mobility. The community has expressed desire for the Commission to protect public access to the TID Ditch Trail.

Lewis said it's important to take advantage when properties become available in the upper water shed. Landt said that this is the second property that has become available in the last two months. This is the first time that properties that have been on the Parks, Trails and Open Space Plan for over 20 years have become available and it just happens that property is becoming available at the same time. APRC is responding when we have properties on our plan available for purchase.

**Vote:** The vote was all yes

Dials added that this item will be going to City Council on July 18, 2023. Landt added that purchase of land needs to be approved by APRC and City Council.

### c) Non-Standard Memorial Request for Mary and Dick Mastain - Lower Duck Pond Plaque (Action)

Sullivan reviewed the staff memo included in the meeting packet

- A non-standard memorial which provides a donation of $26,000 that would fund an upgrade to the circulation and filtration system at the Lower Duck Pond.
- This request was first brought to the Current Parks, Conservation and Maintenance Subcommittee on November 29, 2022 which approved the plaque and forwarded to the Commission for consideration of approval
- The item was presented to Commissioners at the May 3, 2023 Study Session. Concerns were raised about having the plaque on a boulder and wording and imagery on the plaque. Staff were given direction to take the request back to the Current Parks, Conservation, and Maintenance Subcommittee to address these concerns
- On May 24, 2023 the Current Parks, Conservation and Maintenance Subcommittee reviewed the proposal again and approved to recommend the proposal as is to the APRC Commission, with the addition of added content to the plaque that states what the donation is going to support water quality improvements at the Lower Duck Pond.

**Motion:** Lewis moved to approve non-standard memorial at the Lower Duck Pond in Lithia Park as presented. Seconded by Eldridge
**Discussion:** Lewis discussed that this item returned to the subcommittee and the commission concerns were reviewed. This is an amazing donation for a much-needed park improvement. Eldridge said a standing plaque felt more intrusive. The subcommittee didn't have concern with wording regarding the plaque but did add language acknowledging the gift of the water quality.

**Vote:** The vote was all yes

### d) Nutley Easement - Add access for 108 Granite St (Action)

Sullivan reviewed the staff memo included in the meeting packet

- Request for consideration for an easement on Nutley Street. There is a current easement with the property owner at 114 Granite for access to/for the placement of a bungalow known as the Raggedy Ann House. The easement was solely for the use of to allow vehicular access
- The owners of 108 Granite Street are requesting permanent vehicular access across APRC property to access the easement on 114 Granite Street and ultimately for access to their property.
- Granting additional access to 108 Granite Street via the established driveway from Nutley will not adversely affect APRC and will allow the property owner to access an historic easement that already exists on 114 Granite Street. Legal has prepared the attached easement for Commissioners to consider granting approval.

**Motion:** Adams moved to approve to the new easement as presented by staff. Seconded by Lewis

**Discussion:** Adams appreciated the thoroughness of staff in the concertation of this easement. Lewis said the original easement was tied to the Raggedy Ann home that was being moved and we saved a home that can be accessed,
**Vote:** The vote was all yes

### e) Lookahead Review (Direction to Staff)

Dials reviewed the Lookahead included in the meeting packet

### f) Discussion of the Possible Personnel Changes During Interim Period Before a New Park Director is Hired (Possible Action)

Landt said no action being taken tonight on this item

**g) Process for Selecting a New Park Director (Action)**

Landt lead the discussion on the process replacing the Parks Director.

- 2014 when Commissioners last replaced a Park Director. A recruiter was hired to do a national search. The process yielded candidates from across the country. APRC has high expectations as commissioners and the community, and it seems logical that we would again hire a recruiter. Landt is requesting the Commission direct himself to work along with the city's HR to select and hire a recruiter.

**Motion:** Bachman motioned that Chairman Landt is directed, in coordination with HR, to select and hire, as soon as possible, a recruiting firm to find qualified candidates for the Park Director position. Seconded by Adams
**Discussion:** Bachman feels this step can be expedited without impacting the quality of the process.
**Vote:** The vote was all yes

**h) Approval of Revised Job Description for Parks Director (Action)**

Landt is requesting a provisional approval of the Park Director job description. There are minor some typographical and content errors. This item is needed for hiring a recruiter. Bachman said this is a working draft and feels it useful to begin the process of hiring a recruiter.

**Motion:** Bachman motioned to approve the update job description for the Parks Director as a working draft subject to final approval before published as part of the recruitment process. Seconded by Lewis
**Discussion:** Bachman stated the Commission needs to be happy with final version before goes out to potential candidates. Lewis agreed with Bachman's statement.

Landt is concerned that if this is called a draft then it can't go out to recruiters until after the draft is approved by the Commission and that it may slow down the process. Bachman stressed the importance that the job description be right before sending out and that delaying until July 5th will not slow down the process and suggested tabling this item until the July 5th meeting when there could be a draft description for the Commission to approve. Eldridge supported tabling the item. Adams preference was to support the motion to have a draft that can be used to hire a recruiter while work continues with the job description.

Eldridge recused from voting out of an abundance of caution for a potential conflict of interest due to consideration of applying for the position.

**Vote:** The vote was all yes

## VII. ITEMS FROM COMMISSIONERS/STAFF

Landt requested the consent of Commissioners to create an ad hoc committee with Landt and Bachman to work on the draft of the Park Director job description. Sullivan raised a point of clarification if Landt wanted a working group and or an ad hoc subcommittee. Landt clarified that this will be a working group that will report to the Commission. There were no objections.

Lewis asked about a Juneteenth event at Ashland Creek Park (ACP) for the "Say Their Names" art. Dials reported that on Sunday June 18th from 11:30 am - 2:30 pm there will be a fundraising event for held at ACP. Landt requested staff send details of the event to the Commission.

Adams announced that on June 25th from 9 am -1pm will be the 4th annual Garden Tour. Dials added that you can register online to get tickets or call the Parks and Recreation office.

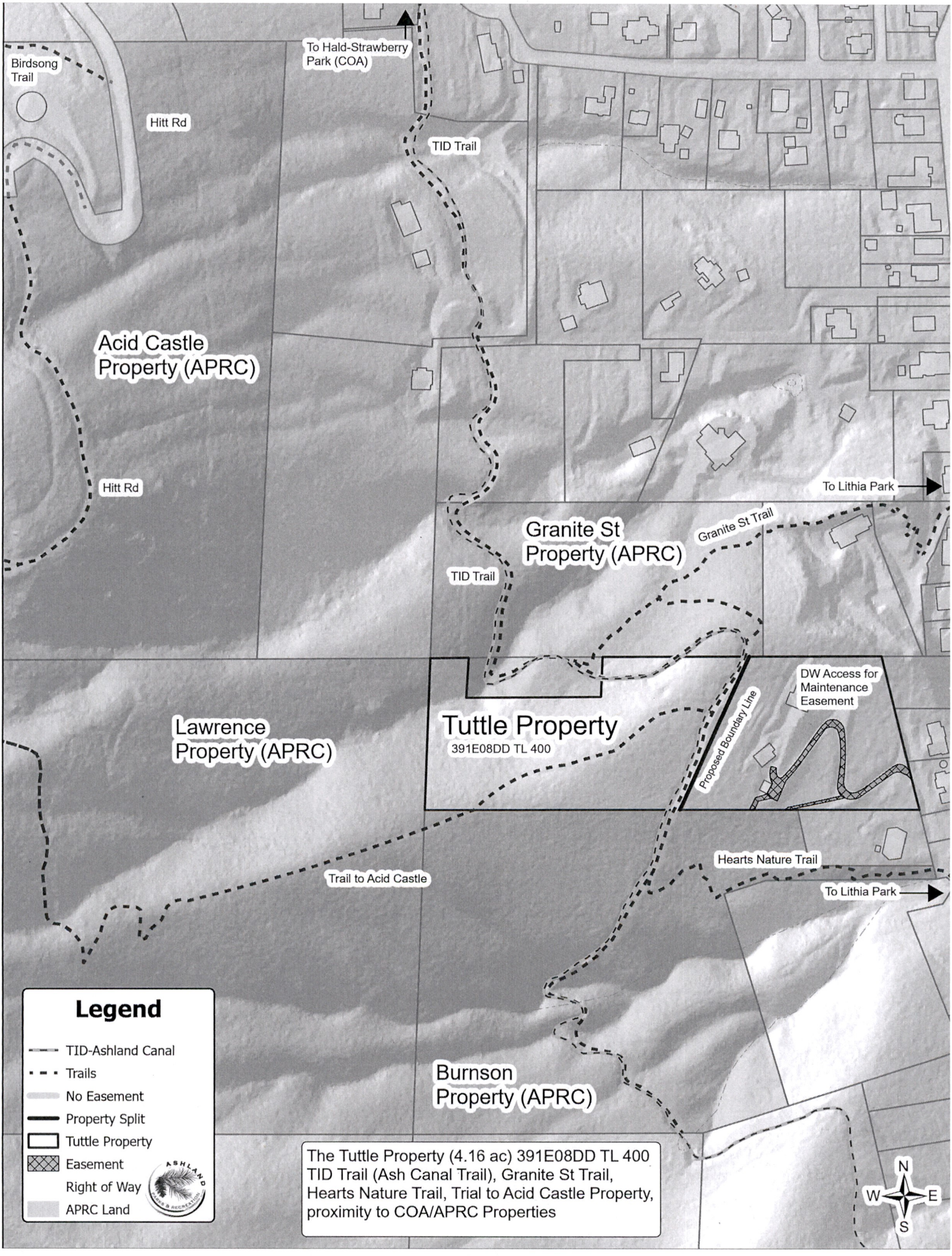
## VIII. UPCOMING MEETING DATES

a) Ashland Japanese Garden Advisory Subcommittee—TBD
b) APRC Special Meeting —July 5, 2023 at Council Chambers—6 p.m.
c) Ashland Senior Advisory Committee—July 10, 2023 via Zoom
d) APRC Regular Business Meeting—July 12, 2023 - Canceled

## IX. ADJOURNMENT

The meeting adjourned at 7:01 p.m.

Respectfully Submitted
Tara Kiewel, Administrative Analyst


Birdsong Trail
To Hald-Strawberry Park (COA)
Hitt Rd
TID Trail
Acid Castle Property (APRC)
Hitt Rd
To Lithia Park
Granite St Property (APRC)
Granite St Trail
TID Trail
DW Access for Maintenance Easement
Proposed Boundary Line
Tuttle Property
391E08DD TL 400
Lawrence Property (APRC)
Hearts Nature Trail
Trail to Acid Castle
To Lithia Park
Burnson Property (APRC)
Legend
TID-Ashland Canal
Trails
No Easement
Property Split
Tuttle Property
Easement
Right of Way
APRC Land
The Tuttle Property (4.16 ac) 391E08DD TL 400
TID Trail (Ash Canal Trail), Granite St Trail,
Hearts Nature Trail, Trial to Acid Castle Property,
proximity to COA/APRC Properties
N
W
E
S

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OREF
OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep
RESIDENTIAL

## FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

Buyer's Agent(s)*: Eric Poole Oregon License #: 200212183
is/are the agent of *(select one)*: ☑ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
Name of Real Estate Firm(s)*: Full Circle Real Estate Firm License #: 200604291
Buyer's Agent's Office Address: 240 E Main St Ashland OR 97520
Phone #1: (541) 951-5711 Phone #2: _____ E-mail: ericp@fullcirclereal.com

Seller's Agent(s)*: No Agency Representation Oregon License #: _____
is/are the agent of *(select one)*: ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
Name of Real Estate Firm(s)*: No Agency Representation Firm License #: _____
Seller's Agent's Office Address: _____
Phone #1: _____ Phone #2: _____ E-mail: _____

*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

Buyer Michael Black Print City of Ashland Date 04/20/2023 ←
Buyer _____ Print _____ Date _____ ←
Seller _____ Print Timothy G. Tuttle, Trustee Date 4-22-23 ←
Seller Janet K. Baker TTEE Print Janet K. Baker, Trustee Date 4-22-23 ←

## VACANT LAND REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation of the printed terms and provisions in this form, seller and buyer are encouraged to closely review the definitions and miscellaneous section below. No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must be made on a separate document.

**1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer City of Ashland offers to purchase from Seller Timothy G. Tuttle, Trustee, Janet K. Baker, Trustee the following described real property (the "Property") situated in the State of Oregon, County of Jackson, and commonly known or identified as *(insert street address, city, zip code, tax identification number, lot/block description, etc.):*
309 Granite St, 391E08DD 400 and Account #1-006092-3, Ashland, OR 97520
(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)
for the "Purchase Price" (in U.S. currency) of ..... A $ 125,000.00
on the following terms: as earnest money, the sum of (the "Deposit") ..... B $ 5,000.00
on _____, as additional earnest money, the sum of (the "Additional Deposit") ..... C $ _____
at or before Closing, the balance of the down payment ..... D $ _____
at Closing and on delivery of the ☑ Deed ☐ Contract, the balance of the Purchase Price ..... E $ 120,000.00
will be paid as agreed in the Financing Sections of this Agreement. *(Lines B, C, D, and E should equal Line A)*



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OREF OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep

RESIDENTIAL

# VACANT LAND REAL ESTATE SALE AGREEMENT

## FINANCING

**2. BALANCE OF PURCHASE PRICE** (*Select A or B):* Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (*describe*):_____

_____

If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 6 of this Agreement.

**A.** ☑ **This is an all cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (*select only one*):

☐ Buyer has attached the Verification to this Agreement.

☑ Buyer will provide Seller with the Verification within 10 Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (*Describe)*: _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within ___ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

**B.** ☐ **The Balance of the Purchase Price will be financed through one of the following loan programs** (*Select only one*):

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.

☐ Other (*Describe*): _____.

Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

**Pre-Approval Letter.**

☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

☐ Buyer will provide Seller with the Pre-approval Letter within ____ Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (*Describe)*: _____

**3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (*Describe*):_____

_____

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

**3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.



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**3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

(1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.

(2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.

(3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in Seller's sole discretion.

(5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.

(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).

(7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

**4. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to *(select only one)*:

☐ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or

☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ___ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate Agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

**5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

**5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

**6. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____

_____

_____

_____

_____

Buyer Initials MB / ____ Date 04/20/2023

Seller Initials [illegible] Date 4-22-23

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## CONTINGENCIES

**7. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 10 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 22 (Deed) below. If within 10 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Sellers's sole expense, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

**8. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

***Select only one box below:***

☑ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and availability of utilities.

Buyer will have 30 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection



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report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify invasive inspections: _____

Buyer will restore the Property following any inspections of tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to this Sale Agreement.

**9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? ..... ☐ Yes ☑ No
If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

**9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? ..... ☐ Yes ☑ No
If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

**10.1 SELLER PROPERTY DISCLOSURE LAW**: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

**10.2 SELLER VACANT LAND DISCLOSURES**: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs.

***Buyer(s) to check one box below:***

☑ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

☐ Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

Buyer Initials MB / ____ Date 04/20/2023

Seller Initials [illegible] Date 4-22-23

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# VACANT LAND REAL ESTATE SALE AGREEMENT

## CONDITION AND COMPONENTS OF THE PROPERTY

**11. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The Property is served by and/or connected to *(select all that apply)*:

- ☐ A public sewer system
- ☐ An on-site sewage system
- ☐ A public water system
- ☐ A private well
- ☐ Other (for example, surface springs, cistern, etc.): _____

(2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

(3) Seller has no notice of any liens or assessments to be levied against the Property.

(4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could detrimentally affect the use, development, or value of the Property.

(5) Seller knows of no material defects in or about the Property.

(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.

(8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

(9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should verify compliance with appropriate agency.

(10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

**12. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

**13. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON



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ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY:** Is the Property in a planned community, or does it have a Homeowner's Association? ..... ☐ Yes ☑ No ☐ Unknown

If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

**15. ADDITIONAL PROVISIONS:** See Addendum 1

For additional provisions, see Addendum 1

## ESCROW/CLOSING

**16. ESCROW:** This transaction will be Closed at First American Title - Ashland ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

**17. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be prorated as of *(select one)*: ☑ the Closing Date; ☐ the date Buyer is entitled to possession.

**18. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the parties agree otherwise in writing.

**19. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the handling of the Deposit.

The Deposit will be payable and deposited within 10 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows *(select all that apply)*:

- ☑ Directly with Escrow;
- ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- ☐ As follows: _____

On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Buyer Initials MB / ____ Date 04/20/2023

Seller Initials [illegible] Date 4-22-23

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Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement. If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (*Describe*): _____

_____.

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or Seller regarding said funds.

**20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

**20.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

**20.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

**21.1 CLOSING**: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 08/30/2023 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

**21.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

**22. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33 (Offer to Purchase) below regarding forms of co-ownership.

**23. POSSESSION:** Possession of the Property will be delivered by Seller to Buyer (*select one*):

☑ by 5:00 p.m. on the date of Closing;

☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;

☐ by _____ ☐ a.m. ☐ p.m. on (*insert date*) _____;

Prior to Closing, Seller will remove all of Seller's personal property (including trash).



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# VACANT LAND REAL ESTATE SALE AGREEMENT

## TAXES

**24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

**24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this Agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5) Business Days to accommodate the move.

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

**25. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

**26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property *(select one)*: ☑ is ☐ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.

However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

**27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this requirement.



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OREF OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep

RESIDENTIAL

# VACANT LAND REAL ESTATE SALE AGREEMENT

## DEFINITIONS/MISCELLANEOUS

**28. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

**Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.

**Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

**Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

**Closing, Closed, Closing,** or **Closing Date** mean when the deed or contract is recorded and funds are available to Seller.

**Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

**Effective Date** means the date when this Agreement has been Signed and Delivered.

**Firm** means the real estate company with which an Agent is affiliated.

**Notice** means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).

**Notify** means delivering a Notice to the other party or their Agent.

**Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

**Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

**29. MISCELLANEOUS:**

(1) **TIME**. Time is of the essence of this Agreement.

(2) **NOTICES**. Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

(a) the date and time the Notice is sent by email or fax;
(b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
(c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES**. Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES**. Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION**. The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT**. This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS**. This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.



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# VACANT LAND REAL ESTATE SALE AGREEMENT

(8) **DAYS**. Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES**. Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

## DISPUTE RESOLUTION

**30. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

**31. EXCLUSIONS:** The following will not constitute Claims:

(1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;

(2) A forcible entry and detainer action (eviction);

(3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;

(4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and

(5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

**32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

**32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

**32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

## SIGNATURE INSTRUCTIONS

**33. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land



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OREF OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep

RESIDENTIAL

# VACANT LAND REAL ESTATE SALE AGREEMENT

should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for this transaction.

Deed or contract will be prepared in the name of to be determined in escrow

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer will automatically expire on *(insert date)* 04/28/2023 at 5 ☐ a.m. ☑ p.m. (the "Offer Deadline"). If not accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Michael Black City of Ashland Date 04/20/2023, 04:00:50 PM PDT _____ a.m. _____ p.m. ←

Buyer _____ Date _____ _____ a.m. _____ p.m. ←

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This offer was transmitted to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m.

by _____ (Agent(s) presenting offer).

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**34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for this transaction.

Seller _____ Timothy G. Tuttle, Trust Date 4-22-23 11:00 a.m. _____ p.m. ←

Seller Janet K. Baker Janet K. Baker, Trustee Date 4-22-23 11:00 a.m. _____ p.m. ←

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If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase) above, this Agreement will not become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction will be automatically terminated.

---

**35. SELLER'S REJECTION/COUNTEROFFER** *(select only one)*:

☐ Seller does not accept the above offer, but makes the attached counteroffer.

☐ Seller rejects Buyer's offer.

Seller _____ Date _____ _____ a.m. _____ p.m. ←

Seller _____ Date _____ _____ a.m. _____ p.m. ←

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OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep
Addendum # 1

RESIDENTIAL

# ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) City of Ashland
Seller(s) Timothy G. Tuttle, Trustee, Janet K. Baker, Trustee
Property Address or Tax ID # 309 Granite St, 391E08DD 400 and Account #1-006092-3, Ashland, OR 97520 (the "Property")

Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

1) Inspection contingency per lines 143-170 of the Sale Agreement may include investigations with the City of Ashland, Jackson County, and any other inquiries or inspections the Buyer deems necessary or appropriate. Cancellation during this period is at the full discretion of the Buyer, with earnest money being fully refundable during this period.

2) Seller acknowledges that Full Circle Real Estate is the representative of the Buyer only and that there is no agency relationship between the Seller and Full Circle Real Estate.

3) Offer is contingent upon the Buyer receiving final approval from the Ashland City Council and Parks and Rec Commission.

4) Buyer shall hire a licensed surveyor, at Buyer's expense, to complete the lot line adjustment and provide the legal description of the area the Buyer will purchase. Buyer and Seller agree to meet with the surveyor within 20 business days of mutual acceptance to decide upon the location of the lot line adjustment.

5) The sale is subject to the following:
a) Buyer's and Seller's mutual agreement on the area being purchased.
b) Buyer's and Seller's mutual agreement of the completed lot line adjustment.
c) Irrigation rights to transfer with the sale.
d) Buyer's and Seller's mutual agreement of a driveway easement for maintenance access.

6) Once the Buyer and Seller approve the lot line adjustment survey, the Buyer shall deliver lot line partition documentation and recording documentation to the title company.

7) Seller agrees to provide Buyer with copies of the following items, including but not limited to lease agreements, copies of all utility and maintenance invoices for the last twelve months, copies of all environmental assessments, environmental studies, all communication with City of Ashland Planning Department, any other binding agreements or



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OREF OREGON REAL ESTATE FORMS

Sale Agreement # 04022023ep
Addendum #

RESIDENTIAL

# ADDENDUM TO REAL ESTATE SALE AGREEMENT

contracts, and documents relating to the Property to the extent in Seller's possession or control (the "Property Information"). All Property Information should be emailed to the Buyer or their representatives within ten business days of mutual acceptance.

8) Seller shall not enter into any leases or contracts for the Property or any amendments without Buyer's prior written consent. Seller shall terminate any service contracts and purchase agreements at Closing which Buyer does not elect to assume, and Seller shall indemnify Buyer for any loss incurred thereunder.

9) Buyer and Seller shall each be responsible for their own legal and accounting costs associated with the transaction. Full Circle Real Estate waives all commission paid by Seller. Buyer shall be responsible for all Property appraisals, survey costs, Jackson County Recording Fees, Jackson County Assessor's Fees, and other associated fees with recoding property line adjustment, excluding property taxes.

10) Please reference Exhibit A for the proposed property line adjustment and easements.

Buyer Michael Black City of Ashland Date 04/20/2023, 04:00:50 PM PDT _____ a.m. _____ p.m. ←

Buyer _____ Date _____ _____ a.m. _____ p.m. ←

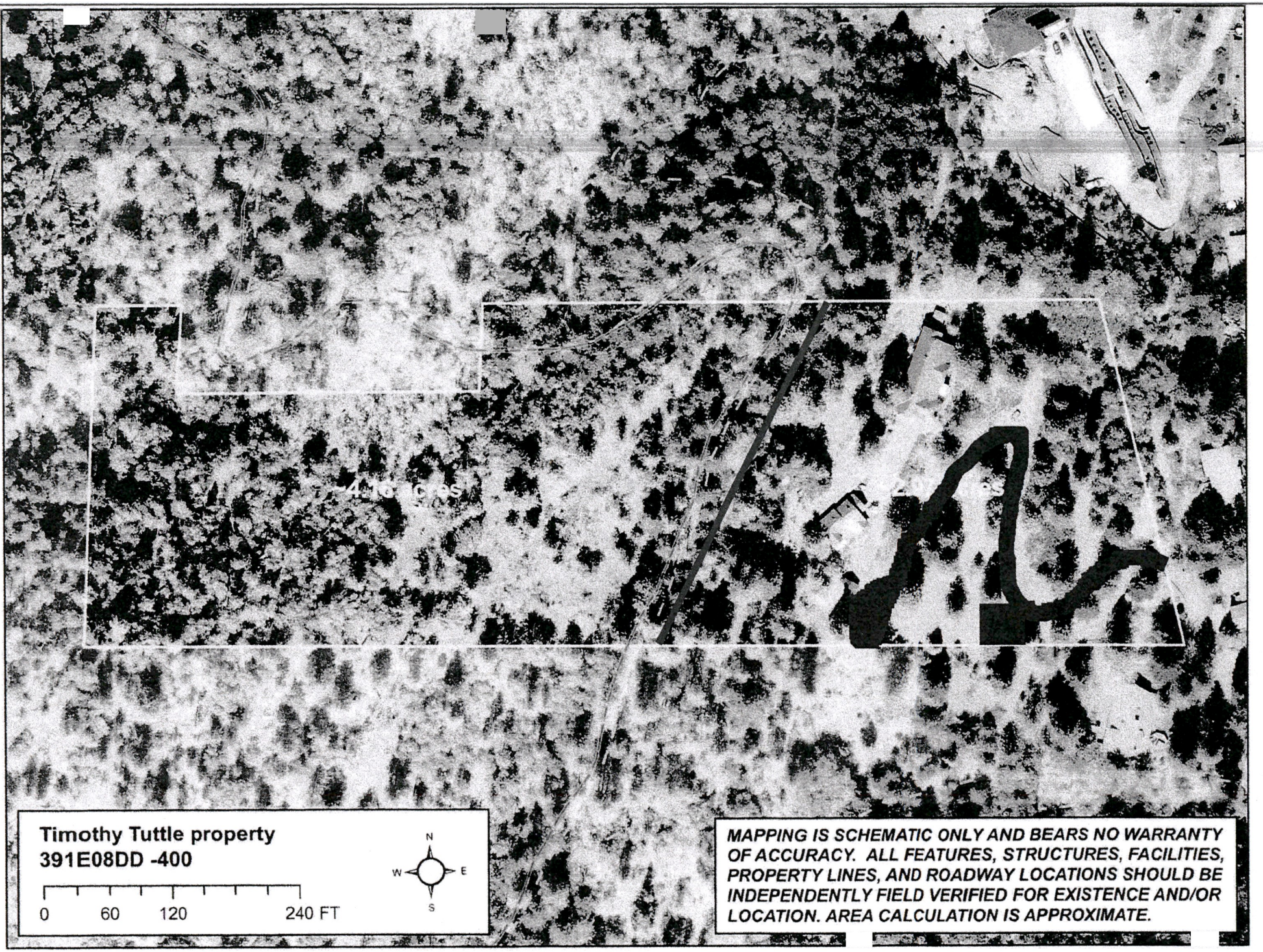
Seller [signature] Timothy G. Tuttle, Tru Date 4-22-23 11:00 a.m. _____ p.m. ←

Seller [signature] Janet K. Baker Janet K. Baker, Truste Date 4-22-23 11:00 a.m. _____ p.m. ←

Buyer's Agent Eric Poole Seller's Agent No Agency Representation

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Timothy Tuttle property
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MAPPING IS SCHEMATIC ONLY AND BEARS NO WARRANTY OF ACCURACY. ALL FEATURES, STRUCTURES, FACILITIES, PROPERTY LINES, AND ROADWAY LOCATIONS SHOULD BE INDEPENDENTLY FIELD VERIFIED FOR EXISTENCE AND/OR LOCATION. AREA CALCULATION IS APPROXIMATE.

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Early Childhood Affordability Grant Program | |
| **From** | Joseph Lessard | City Manager |
| **Contact** | joe.lessard@ashland.or.us; 541-552-2103 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

This agenda item is for Council consideration of the conceptual plan to issue grants to Ashland licensed preschool or daycare providers that will in turn provide affordability scholarships to customers that qualify as low-moderate income households in need of childcare financial assistance. The timing of this proposal is to expedite the

**POLICIES, PLANS & GOALS SUPPORTED**

The Economic Roundtable conducted by the City Council on March 6, 2023, identified the need for a partnership to develop early childhood development or care options for the Ashland community (see attached Economic Roundtable – "Better Together" Next Steps).

On March 21, 2023, Council adopted a motion adopting its 2023-2025 BN Budget priorities that included the following:

- Wildfire Risk Reduction & CEAP Execution
- Economic Development
- Affordability

On May 16, 2023, the Council voted to establish an Ad Hoc Committee on Early Learning at the request of Councilor Hyatt to create a tangible network of early learning care options within the Ashland community (see attached Request for Early Learning Ad Hoc Committee). At the Regular Meeting of June 20, 2023, Council confirmed the Mayor's appointment of six members to the Ad Hoc Committee which also included Councilors Hyatt and Bloom, an Ashland School District member and a potential City Manager's Office assigned participant (see attached Council Communication for Ad Hoc Committee for Affordable Childcare and Early Learning Appointments).

The 2023-2025 BN Budget includes funding appropriations of $120,000 each fiscal year for an affordable childcare initiative (BN Budget total of $240,000).

On June 6, 2023, Council authorized an Early Learning Small Grant to ScienceWorks Museum in the amount of $5,000 to serve as matching funds to the purchase of two temporary classrooms and a bathroom modular building for use in developing an early childhood learning program (see attached Council Communication for the Early Learning Small Grant Opportunity – ScienceWorks Museum).

**BACKGROUND AND ADDITIONAL INFORMATION**

For affordability scholarships to be available to qualified low and moderate Ashland households seeking early childcare options at/near the start of the next Ashland School District scholastic year, it is timely for Council to authorize the corresponding grant issuance plan for implementation. The plan is as follows:

- The goal of the Early Childhood Affordability Grant Program is:
  - To remove household financial barriers to economic stability
  - To maximize community wellness
  - To help expand community choice for early childhood care services
  - Support post COVID economic development
  - Support local key economic institutions and businesses

- Establish a pilot program that issues grants to licensed preschool or daycare providers in Ashland. The pilot program will only award grants for the FY 2023-2024 budget year. Grant awards will be made on a competitive basis from applications submitted by early childhood service providers. In addition to the requested application information, provider applicants should be interviewed and receive site visits as part of the award process. The draft timeline for applications is the following.
  - July 20, 2023 – Announcement/notification of upcoming Affordable Childcare Grant Program
  - July 25, 2023 – Issue formal grant solicitation announcement including City website posting of application materials
  - August 4, 2023 – Program orientation/input meeting for prospective grant applicants with Ad Hoc Committee and City staff
  - August 7, 2023 - Potential deadline for grant applicant's notice of interest (may be required for subsequent grant consideration)
  - August 14, 2023 – 12:00 p.m. grant application deadline
  - August 15-18, 2023 – Staff review process of received grant applications for completeness and preliminary evaluation/ranking
  - August 21-25. 2023 – Ad Hoc Committee grant application review and recommendation process (potential applicant interviews and site visits)
  - September 5, 2023 – City Council award of grants
  - September 8-15, 2023 – First grant allocation payouts to grant recipients

- Grant applications will only be accepted from non-profit, certified/licensed childcare providers offering service within the City of Ashland. A grant application is being developed by City staff similar to those use for City for social services grants. The Grant application is anticipated to require the following types of information:

  <u>Applicant Entity Information</u>
  - Applicant narrative on organizational priorities/mission and values, history, board membership, etc.
  - Documentation of financial viability (such as 990 tax form, most recent income tax filings, etc.)
  - Staff profiles including formal and continuing education accomplishments/requirements
  - Documentation of non-profit status
  - Documentation of state certification/licensure of applicant/childcare facilities

- Description of type of childcare services offered (preschool/childcare, special needs services, ages served, days/time of service, family-child needs screening/planning, and auxiliary services offered such as meals, health screening, transportation, etc.)

Grant Funding Request

- Grant funding request amount and anticipated number of scholarship awards
- Description of applicant's proposed affordability scholarship public information/marketing efforts

Scholarships Award Information (grant recipients may be requested to adjust their scholarship award plans to meet grant award conditions for consistency between multiple recipients)

- Description of applicant's proposed scholarship program, including household income affordability thresholds (minimum and maximum percentage of Oregon/regional median family income level eligible for affordability scholarships)
- Draft scholarship award sliding scale based on verified need and award priority
- Outline of Information required from households to evaluate potential scholarship eligibility

Program Monitoring

- Anticipated/recommended outcome measures to be reported, including related to scholarships award amounts and demographic information
- Quarterly reporting and reviews will evaluate the availability of underutilized grant/scholarship funding; underutilized funding may be subject to recapture by the City and re-award

- Affordability scholarships awarded by a grant recipient will be on the following basis:
  - Ashland residents
  - Ashland business or local government employees
- Grant recipients will be required to reserve a minimum of child placement seats/slots for City of Ashland employee households up a preschool year application deadline mutually agreed to by the grant recipient and City. After the preschool year deadline, any unused reserved City employee household seats will be released for other applicants. City of Ashland employee households will not receive preferential affordability scholarship consideration and will need to separately qualify for a scholarship under the grant recipients award verification and sliding scale award criteria.
- FY 2023-2024 provider applications will be solicited for up to a total $100,000 of available City grant funding. Initial grant awards are anticipated to be paid on a quarterly basis with the first installment immediately available (to balance the need for adequate pilot program funding control with the need to make scholarships availability to support provider operations in a business timely manner). End of quarter reporting will be required from each grant recipient provider in advance of subsequent grant allocations/payouts.

  FY 2024-2025 pilot program provider applications will be solicited for a new competitive process that will may include potential renewal and new provider applicants. A prior year grant award does not guarantee an award in the FY 2024-2025 program year. This solicitation will be based on learnings from the FY 2023-2024 pilot program.

  Subsequent biennial budgets continuation of grant program funding is solely at the discretion of the City Council and may not be continued base in its 2025-2027 BN Budget deliberations and decisions.

- City grant funding should be considered by provider applicants as last-in funding. That is, available affordability funding from other sources (such as Preschool Promise, Head Start, SNAP, foundations/donors, local employers, etc.) should be considered the first applied affordability support for each potential low or moderate household seeking early childcare support. Applicants will be requested to indicate there potential other funding source or solicitation efforts as part of their City grant application.
- The $15,000 balance of FY 2023-2024 available funding for early childhood programming will be held by the City as a pilot program contingency for unanticipated needs or opportunities, or for grant award later in the fiscal year.

**DISCUSSION QUESTIONS**

The Early Childhood Affordability Grant Program is a new and unprecedented initiative by the City. As such, its application process and implementation are proposed as a pilot program to allow continual evaluation and updating throughout the FY 2023-2024 year. Ongoing and constructive feedback from its participants and other stakeholders will be necessary as the program proceeds to assure it meets its performance goals and community expectations. The proposed plan should be considered a starting point for its implementation and feedback.

**FISCAL IMPACTS**

Funding is available within the FY 2023-2024 budget for the Early Childhood Affordability Grant Program. City FY 2023-2024 balance of available funding is $115,000.

**SUGGESTED NEXT STEPS**

City staff recommends adoption of the Early Childhood Affordability Grant Program conceptual plan:

> I move to adopt the Early Childhood Affordability Grant Program plan and authorize City staff begin its implementation with the goal of making its grant awards and funding available on the plan's draft timeline.

**REFERENCES & ATTACHMENTS**

Attached documents:

1. Economic Roundtable – "Better Together" Next Steps
2. Request for Early Learning Ad Hoc Committee
3. Council Communication for Ad Hoc Committee for Affordable Childcare and Early Learning Appointments
4. Council Communication for the Early Learning Small Grant Opportunity – ScienceWorks Museum

**CITY OF ASHLAND**

**Economic Roundtable – "Better Together" Next Steps**

April 7, 2023

**Introduction**

The City of Ashland's March 6, 2023, Economic Roundtable attendees identified three "Better Together" next step topics that can be confronted jointly with the aim of converting economic challenges into economic opportunities for Ashland. (Please see Economic Roundtable Attendees list, pages 4 and 5). Each of the next steps is a partnered effort by key community leaders and local core economic institutions to address the identified topic:

1. Partnership to Build the Ashland Brand Community
2. Partnership to Envision the University District Activity Center
3. Partnership for Affordable Childcare & Early Child Development

**Next Steps**

The purpose of this document is to request the following:

- Participation of those individuals and/or core economic institutions in the above-listed partnerships – Progress on the three topics will require the development of community-based plans and implementation recommendations that can be considered by each of the partnering individuals and/or institutions for implementation. Pages 2 and 3 include draft project descriptions, suggested convening/managing partners and initially identified planning/project team co-leads.

  Please take a few moments to consider the suggestions and identify by return email if you are interested in participating as a team member in one or more of the identified partnerships. Responses should be returned to the Ashland City Manager, Joseph Lessard, at joe.lessard@ashland.or.us.

- Identification of immediately actionable coordination and/or budget efforts – Given that collaboration on each topic's planning effort is likely to advance into the next fiscal year, it is timely that potentially participating partner local entities also anticipate their resource needs for future efforts over the next budget years (planning and implementation) and attempt to plan/budget accordingly.

**Guiding Principles**

These partnerships are each intended to advance a community effort toward meeting the City's adopted Vision and Values (please see City of Ashland Vision & Values, page 6).

The Economic Roundtable attendees also concurred that community partnering efforts should improve opportunities for all residents and visitors to Ashland to experience an authentic welcome and thereby build a more sustainable and vibrant local economy that stresses the following:

- Partnering / Collaboration / Mutual Support
- Belonging / Accessibility / Inclusion / Equity / Diversity

1. **Partnership to Build the Ashland Brand Community**

This is a collaborative marketing and outreach effort by key economic participants in Ashland to create opportunities for residents, tourists and businesses to access information and offerings that connects them with live, work and play opportunities in Ashland, Oregon. This effort is focused on building a strong experience focused relationship with those interested in living, visiting and working in the Ashland community.

Suggested Convening/Managing Partners:

**City of Ashland (CoA)**

**Travel Ashland**

Planning/Project Team Co-Leads:

1. Dorinda Cottle, Communication Officer, CoA
1. Katharine Cato, Director, Ashland Travel

2. **Partnership to Envision the University District Activity Center**

This partnership initiative is to jointly plan and support potential future development of a University District at Southern Oregon University (SOU) that would diversify the City's economic base and support SOU by enhancing Ashland's student life experience.

Suggested Convening/Managing Partners:

**City of Ashland (CoA)**

**Southern Oregon University (SOU)**

Planning/Project Team Co-Leads:

2. Brandon Goldman, Community Development, CoA
3. Greg Perkinson, Vice President for Finance & Administration, SOU

3. **Partnership/Ad Hoc Committee for Affordable Childcare & Early Childhood Development**

This partnering effort is to plan potential advancement of early childhood development (childcare) options for the Ashland community. The Ashland City Council has voted to establish an Ad Hoc Advisory Committee to advance this effort under the attached Request for Early Learning Ad Hoc Committee (pages 7 and 8).

Suggested Convening/Managing Partners:

**City of Ashland (CoA)**

**Ashland School District (ASD)**

Planning/Project Team Co-Leads:

1. Paula Hyatt , CoA Councilor, Ad Hoc Committee Sponsor
2. Samuel Bogdanove , ASD Superintendent,
3. City Manager's Office designee TBD , CoA

**Economic Roundtable Attendees**

Mach 6, 2023

The partnering consensus on next steps was supported by the attendees at the Roundtable which included the following:

1. Tonya Graham, Mayor of the City of Ashland, tonya@council.ashland.or.us
2. Paula Hyatt, Councilor and Chair of Council for the City of Ashland, paula.hyatt@council.ashland.or.us
3. Gina DuQuenne, Councilor for the City of Ashland, gina.duquenne@council.ashland.or.us
4. Bob Kaplan, Councilor for the City of Ashland, bob@council.ashland.or.us
5. Eric Hansen, Councilor for the City of Ashland, eric@council.ashland.or.us
6. Rick Landt, Ashland Parks and Recreation Commissioner (APRC), commissioner_Landt@external.ashland.or.us
7. Pam Marsh, State Representative for Southern Jackson County, Rep.PamMarsh@oregonlegislature.gov
8. Dave Dotterrer, Jackson County Commissioner, DotterDG@jacksoncounty.org
9. Victor Chang, Chair of the Ashland School District (ASD), victor.chang@ashland.k12.or.us
10. Samuel Bogdanove, ASD Superintendent, Samuel.Bogdanove@ashland.k12.or.us
11. Sheila Clough, Vice-Chair of the Southern Oregon University Board of Trustees, trusteeclough@sou.edu
12. Dr. Rick Bailey, President of Southern Oregon University (SOU), baileyr1@sou.edu
13. Diane Yu, Board of Trustee Chair of the Oregon Shakespeare Festival (OSF), Diane.yu@nyu.edu
14. Sachta Card, Board of Trustee Member of the Oregon Shakespeare Festival (OSF), Sachta2121@gmail.com
15. Anyania Muse, Interim Chief Operating Officer of the Oregon Shakespeare Festival (OSF), anyaniam@osfashland.org
16. Tara Houston Cultural and Community Liaison of the Oregon Shakespeare Festival (OSF), tarah@osfashland.org
17. Dr. Steven Hersch, Vice President of Medical Affairs and Administrator for Ashland Asante Community Hospital, Steven.Hersch@asante.org
18. Colleen Padilla, Executive Director of Southern Oregon Regional Economic Development Inc. (SOREDI), colleen@soredi.org
19. Gary Blake, President of the Ashland Chamber of Commerce Board, GBlake@recology.com
20. Sandra Slattery, Executive Director of the Ashland Chamber of Commerce, sandra@ashlandchamber.com
21. Katharine Cato, Director of Travel Ashland, katharine@ashlandchamber.com
22. Joseph Lessard, City Manager for the City of Ashland, joe.lessard@ashland.or.us
23. Sabrina Cotta, Deputy City Manager for the City of Ashland, Sabrina.cotta@ahsland.or.us

**Additional Contact Information**

1. Nataki Garrett, Oregon Shakespeare Festival (OSF), natakig@osfashland.org
2. Dylan Bloom, Councilor for the City of Ashland, dylan.bloom@council.ashland.or.us
3. Jeff Dahle, Councilor for the City of Ashland, jeff.dahle@council.ashland.or.us
4. Greg Perkinson, Vice President for Finance & Administration for SOU, perkinsog@sou.edu
5. Brandon Goldman, Interim Director for CoA Community Development, brandon.goldman@ashland.or.us
6. Dorinda Cottle, Communications Officer for CoA, dorinda.cottle@ashland.or.us

## ***CITY OF ASHLAND VISION & VALUES***

***Vision for Success***

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known.*
- *We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation.*
- *We will plan and direct our efforts to fulfill this Vision for the long-term with a constant view toward being an open, welcoming community for all with a positive economic future.*

***Values that support the Vision: COMMUNITY***

- *Community affordability, including in available housing and childcare*
- *Belonging through mutual respect and openness, inclusion, and equity*
- *Quality of life that underpins the city's economic vibrancy*
- *Environment resilience, including addressing climate change and ecosystem conservation*
- *Regional cooperation, including in support for public safety and homelessness*

***Values that support the Vision: ORGANIZATION***

- *Respect for the citizens we serve and the work we do*
- *Excellence in governance and city services*
- *Sustainability through creativity, affordability and rightsized service delivery*
- *Public safety, including emergency preparedness for climate change risk*
- *Quality infrastructure and facilities through timely maintenance and community investment*

**Request for Early Learning Ad Hoc Committee**

**Challenge Statement**

The current inventory of pre-school seats is not adequate to meet the demand of Ashland families as evidenced by waitlists in excess of 6 to 12 months. Limited early learning opportunities in Ashland are directly related to the following:

1. Program closures,
2. Reduced seats due to relocation, and
3. Increasing staffing challenges, consistent with national job market trends, resulting in fewer pre-school options for families.

These challenges result in subsequent concern for future enrolment in Ashland School District, kindergarten readiness, socialization opportunities for our children, a continuation of the worker shortage due to lack of childcare and impacts to the economic vitality of Ashland as a whole.

The Economic Round Table discussion held on March 6, 2023 further highlighted the need for early learning options in our community. Many stakeholders communicate strong support for affordable early learning and childcare programs. Specifically, such support focused on the need for early learning to attract and sustain working families in Ashland, and as a key service required to sustain and grow our economy.

**Request:**

- Convene an Ad Hoc Committee comprised of the City of Ashland, ASD, and local partners to respond to our mutually recognized need for early learning access in Ashland, and the Rogue Valley.

- Develop a charge that explores tangible actions we can take, as economic partners, in support working families, our economic development, and most importantly, our children.

- Respond to the conversation on March 6th with action.

**Past Policy Analysis**

The advent of the Covid-19 pandemic highlighted the critical nature of quality, reliable, affordable early learning, and childcare options for working families in Ashland, across the state of Oregon and nationally.

***State Level Policy***

Insufficient slots for childcare and early learning opportunities were a serious challenge in Oregon Prior to the Covid-19 outbreak in March of 2020[1]. The prevalence of inadequate childcare supply across Oregon was exceptionally high with a blended rate of 72% of communities lacking necessary care options[2]. This translates to only enough early learning and childcare options to support one third of the total need. When studying more detailed data, 85% of communities lacked a satisfactory number of slots for infant and toddlers while 61% of communities required additional preschool options[2]. According to conversations with Oregon Community Foundation, Ashland and he Southern Rogue Valley are considered childcare deserts.

Addressing the challenges of childcare and preschool options in a community must not be considered a micro issue specific to an individual household. When such challenges endure, they transform into economic development and operational problems for businesses and local economies. Staffing paradigms suffer and directly impact the viability of businesses as well as the local economies these businesses comprise. The Census Household Pulse Survey for October 2021 found, in Oregon, over 88,000 eligible workers reported difficulty with childcare as the main reason for opting to stay home and not participate in the workforce[3].

***Local Policy***

Local to Ashland, preschool is not the direct responsibility of city government or the local school district. Traditionally preschool and childcare needs are met through a patchwork of private and non-profit providers of varying size, philosophy, and licensure status. Programs with ten or fewer students in a home environment are not required to be licensed and comprise a significant segment of the preschool slots available to Ashland residents. This patchwork model is not unique to Ashland, nor the state of Oregon. Preschool and childcare are predominantly delivered via a private market, characterized by a fee for service payment structure, that annually approaches the cost of a years' college tuition. According to the 2020 Oregon Child Care Market Price Study a year of fulltime preschool is approximately $14,400 annually, $1,200 per month. The same study cites fulltime infant and toddler care at approximately $19,200 annually, $1,600 per month[4].

To further compound the challenge for childcare providers, many report absorbing the cost of Covid-19 protocols. This increases the strain on existing programs especially with fewer paying clients[5].
Finally, the City of Ashland, and the Ashland School District before the city, leased the Briscoe School to the Oregon Childhood Development Coalition (OCDC). OCDC operates preschool and childcare opportunities specifically designed to serve Southern Oregon's migrant worker families. The City of Ashland's policy related to the OCDC program is strictly as that of tenant/ landlord and does not constitute a formal policy endorsement of early learning solutions for Ashland working families.

**Footnotes**:

1. https://www.qualityinfo.org/-/oregon-s-child-care-industry
2. https://health.oregonstate.edu/early-learners/research/supply-and-demand-oregon-young-children
3. https://www.census.gov/programs-surveys/household-pulse-survey/data.html
https://www.oregon.gov/dhs/ASSISTANCE/CHILD-CARE/Documents/CCMR%202020%20Report.pdf
5. https://www.ijpr.org/education/2021-12-09/oregon-child-care-industry-grapples-with-funding-delays-staffing-shortages

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3. https://www.census.gov/programs-surveys/household-pulse-survey/data.html
4. https://www.oregon.gov/dhs/ASSISTANCE/CHILD-CARE/Documents/CCMR%202020%20Report.pdf
5. https://www.ijpr.org/education/2021-12-09/oregon-child-care-industry-grapples-with-funding-delays-staffing-shortages

# Council Business Meeting

**June 20, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Ad Hoc Committee for Affordable childcare and Early Learning Appointments | |
| **From** | Melissa Huhtala | City Recorder |
| **Contact** | recorder@ashland.or.us, 541-488-5307 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ | |

**SUMMARY**

Confirm Mayor Graham's recommendations for the appointments of committee members to the Ad Hoc Committee for Affordable childcare and Early Learning:

- John Love
- Helga Motley
- Kristen Roy
- Jessica Therkelsen
- Lisa Verner
- Sarah Wardwell

**BACKGROUND AND ADDITIONAL INFORMATION**

N/A

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to approve the Mayor's recommendations for the appointments to the Ad Hoc Committee for Affordable Childcare and Early Learning.

**REFERENCES & ATTACHMENTS**

Attachment 1: Committee Charge and Scope
Attachment 2: Committee Roster
Attachment 3: Welcome Letter
Attachment 4: Application - Love
Attachment 5: Application - Motley
Attachment 6: Application – Roy
Attachment 7: Application – Therkelsen
Attachment 8: Application – Verner
Attachment 9: Application – Wardwell

**Early Learning Ad Hoc Committee**

**Mission**:

Create a tangible network of early learning care options within our community, supportive of working families, the Ashland economy, and most importantly our children.

**Goal:**

Support Ashland working families with affordable early learning childcare solutions that focus on attracting and retaining Ashland's workforce, strengthening Ashland School District enrollment, and preparing our youngest citizens for kindergarten, independent of economic status.

**City of Ashland Value Statements Supported by this Ad Hoc Committee**

- Community affordability, including in available housing and childcare
- Belonging through mutual respect and openness, inclusion, and equity
- Quality of life that underpins the City's economic vibrancy

**Committee Charge:**

Define the existing early learning environment in Ashland including total number of early learning seats, both private and non-profit, composition of programs (in home, centers, other) and economics of existing programs (Head Start, Preschool Promise, Private Tuition, annual costs to family and caregivers).

Assess and define Ashland's unaddressed early learning requirements.

Identify resources capable of contributing to an early learning solution including, but not limited to:

- Physical Assets (Brick and Mortar, tangible supplies to provide service, etc)
- Business Partners
- Non-Profit Partners
- Coordination of Service Expertise
- Options to support families with special needs

Consider and plan for the needs of the care providers, specifically:

- Living wage positions,
- Appropriate benefits,
- Training opportunities, and
- Recruitment of educators and staff.

Recommend a communication plan, including:

- Where residents and families can find information about early learning opportunities
- How to keep such resources up to date
- Contact information for existing programs

***Develop a strategic plan capable of tangibly providing for Ashland's unaddressed early learning needs.***

**Scope of Authority**: The Early Learning Ad Hoc Committee will provide strategy recommendations to the Ashland City Council and its' community partners.

**Membership**: The Early Learning Ad Hoc Committee will be comprised of representatives from the following:

- Ashland School District
    - *Representatives from the District will provide subject matter expertise on where they are seeing deficiencies in preschool education in preparing children for kindergarten and provide insight, support, and suggestions for how to overcome.*
- City of Ashland
    - *The representative from the City of Ashland will aid in convening partners, monitor relevant state legislation/funding opportunities, and advise on possible local policy that will further support the creation of sustainable and affordable early learning programs for Ashland families.*
- Chamber of Commerce
    - *Subject matter experts from the Chamber will provide members feedback regarding early learning needs pertaining to workforce recruitment. Additionally the Chamber can help connect community partners as we seek a viable solution for early learning and childcare, supportive of an economically vibrant Ashland.*
- Hospital System
    - *Representatives from our hospital systems will provide insight into childcare efforts affecting their workforce and service delivery, at a time when attracting and retaining hospital/ healthcare employees is challenging.*
- Key Local Business Leaders
    - *Subject matter experts from local business will provide specific feedback into childcare efforts affecting their workforce and provide insight and suggestions on what supporting early childhood education would mean for working individuals and the success of their businesses.*
- Community Members
    - *Representatives from the community will provide a mix of perspectives including but not limited to: feedback on lived experience, early learning education expertise, and non-profit expertise, specific to development and continued operation of early learning programing.*

**Why Solving for Early Learning Matters for All Ashlanders:**

(Information supplied by Rene Brandon, Southern Oregon Early Learning Hub)

**Continued workforce shortages across all sectors.** The overall workforce is comprised of families who need childcare to work. 53% of families with children 0-5 are in poverty and could be staffing local businesses except they cannot afford childcare due to the gap between entry level wages and the cost of providing childcare. Businesses will continue to struggle to recruit and retain staff without financial support for childcare.

**Continued Decline and Destabilization of Child Care workforce.** We have 18% fewer childcare programs than we had pre-Covid. Many of those programs have empty classrooms because they cannot find qualified teachers willing to work for low wages and also due to families being unable to pay for child care without assistance.

**Childcare is called out as a key stabilizer for education, health and economic prosperity of our state:**

- Oregon Business Council Strategic Plan includes "make child care and early learning more accessible".

- Our workforce board and ODHS self-sufficiency partners have identified that soft skills – those directly tied to early social-emotional development - as the key ingredients needed for a successful employee. Employees can be trained to do the function of a job, but an employer cannot teach self-regulation and pro-social skills on the job.

- Southern Oregon's Community Health Assessment has identified families having access to childcare as a Community Health Improvement Plan Goal. Investment in the next generation. Our K-12 research/science has identified high quality early learning prior to kindergarten as an indicator of SE regulation and subsequent academic success. Cost SAVINGS over time. 7-10% return on investment over the lifetime of children who experience high quality preschool.

| PARTNERSHIP 3. Ad Hoc Committee for Affordable Childcare and Early Learning | | |
|---|---|---|
| Partner Organization | Name | Note |
| CoA | City Managers Office Designee TBD | |
| CoA | Councilor Dylan Bloom | |
| CoA | Councilor Paula Hyatt | |
| ASD | Samuel Bogdonove (Thru Fall '23) | |
| ASD | Christine McCollom (in Fall '23) | |
| Asante General Council /Communittee Member | Kristen Roy | Mayor to appoint 6/20 |
| Communittee Member | John Love | Mayor to appoint 6/20 |
| Communittee Member | Lisa Verner | Mayor to appoint 6/20 |
| Communittee Member | Sarah Wardwell | Mayor to appoint 6/20 |
| Communittee Member | Jessica Therkelsen | Mayor to appoint 6/20 |
| Communittee Member | Helga Motley | Mayor to appoint 6/20 |
| Subject Matter Experts | | |
| Partner Organization | Name | Note |
| YMCA | Heidi Hill | Potential Contractor - Cannot sit on the committee |
| Ivy School | Sunny Spicer | Potential Contractor - Cannot sit on the committee |
| Science Works | Cynthia Salbato | Potential Contractor - Cannot sit on the committee |
| Building Developer | Allan Sandler | Potential Contractor - Cannot sit on the committee |

June 21, 2023

Welcome, and thank you for volunteering to serve on the Early Learning Ad Hoc Committee. We look forward to working together to assess our current early learning environment, engage with current subject matter experts, identify gaps, and solve for affordable access to quality programing for all Ashland families.

Informed by the community, and local partner feedback at the March 6, 2023 Economic Round Table, your Ashland City Council identified affordability and economic development as two key priorities for the 23/25 biennium budget period. Early learning access, and affordable options for working families, support both priorities, and more specifically, support Ashland families and businesses. Our youngest citizens remain at the heart of this committee's work. Research has found a correlation between early learning and long-term academic success. Concurrently, the social and emotional learning at this stage is of immense value for children over the course of their academic career and beyond.

Our next step includes determining a time for our initial meeting and establishing a future meeting schedule. Included with this welcome is a doodle poll. Please provide your availability and we will do our best to accommodate. Additionally, attached you will find the committee charge. We will review and discuss this document as part of our kick-off meeting agenda.

Again, thank you for your willingness to volunteer and help solve for this critical community service need.

With Gratitude,

Tonya Graham

City of Ashland, Mayor

**APPLICATION FOR APPOINTMENT TO CITY COMMITTEE/COMMISSION**

Please type or print answers to the following questions and submit to the City Legal Department at City Hall, 20 E Main Street, or email dana.smith@ashland.or.us. If you have any questions, please feel free to contact the City Legal Department at 541.488.5350.

**Attach additional sheets if necessary.** *Rather than attach additional sheets, I thought my application would be easier to read if I expanded each section so the text of each response appears together and readers don't have to skip to attached pages to read it.*

**Name:** John M. Love

**Requesting to serve on**: Ad Hoc Committee on Affordable Childcare & Early Childhood Development

**Mailing Address:** [redacted]

**Physical Address:** [redacted]

**Occupation:** Retired

**Phone (Home and Mobile)** [redacted]
**Work** None
**Email** [redacted]
**Fax** None

**1. Education Background**

**What schools have you attended?** UC Davis, San Jose State, University of Iowa

**What degrees do you hold?** BA and MA in Psychology; PhD in Child Behavior & Development

**What additional training or education have you had that would apply to this position?**

I have not had specific additional training, but have extensive on-the-job training (see also 2. Related Experience). I think that three experiences, however, count as training relevant to the purposes of the ad hoc committee:

1) In 1970-1971, when I was teaching psychology and child development classes at a small college in Denver, I was on the board of a new neighborhood childcare center; I was responsible for curriculum design and helped interview potential teachers.
2) From 2003 to 2005, I served on the Commission on Early Childhood Program Standards and Accreditation Criteria of the National Association for the Education of Young Children (NAEYC); I learned a lot about how NAEYC defines quality and developmentally appropriate early childhood curricula and practice.
3) In 2014-2015, I served on the Oregon Department of Education's Kindergarten Content and Assessment Advisory Committee. This committee was charged with reviewing the assessment that had recently been administered to entering kindergartners and recommending improvements. In other words, we focused on what is most appropriate to measure as the outcomes or benefits of a

good prekindergarten program. Although my primary contributions were in the area of child development assessments, I knew that any assessment tools needed to be relevant to the nature and content of the early education program content.

**2. Related Experience**

**What prior work experience have you had that would help you if you were appointed to this position?**

I spent 45 years planning, designing, and implementing dozens of research studies with early childhood education programs that were serving families with children who ranged in age from birth through the early elementary school grades. For many years, the studies I was involved with were designed for preschool-aged children in the year or two before kindergarten entry (for example, Head Start, childcare programs, and state prekindergarten programs). From 1995 through 2002, I directed the national evaluation of the Early Head Start (EHS) program (designed for pregnant women and families with children up to the age of 3). This was for the Administration on Children and Families in the U.S. Department of Health and Human Services. This national study included 17 EHS programs in diverse communities around the country. In addition to what we learned about the impact program participation had on the children and families, we learned about the important role of childcare in the lives of both the children and their families.

After I retired, I spent six years working with Arizona's First Things First (FTF) program, the state early childhood initiative funded by their tobacco tax. The national research advisory panel I chaired advised FTF on what the important studies would be, given the varied focus of FTF programs. Our first and most important recommendation was that FTF conduct studies to learn about issues of access, affordability, and quality of their highest priority programs. These are the same issues the ad hoc committee needs to grapple with.

**Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why?**

I think it will be important for committee members to attend events that will enable us to learn more about the availability of funding sources that would support implementation of programs that will help make childcare more available and more affordable in Ashland. These sources may include local, state, and federal government agencies as well as private foundations. I have had experience obtaining funding from all such sources, but I need to learn more about what is available right here in Southern Oregon, in 2023-2024 and beyond. I will make it a priority to be available to attend conferences and seminars in Jackson County and the State of Oregon that would provide me, and the committee, with knowledge directly related to the

committee's planning for ways to address our community's needs for accessible and affordable childcare and early learning.

**3. Interests**

**Why are you applying for this position?**

I care about the community my wife and I chose to live in twenty years ago. I have been involved in the community in a variety of ways (AIFF board for six years; volunteering at the Ashland Emergency Food Bank; leadership positions in our church), but I haven't yet become involved in local early education work, which I have done in other parts of the country. Although we no longer need childcare for ourselves, we know young parents who do. We know, for example, the challenges young families in our church have in finding good programs that (1) parents can afford; (2) are open the hours they need childcare; (3) are really accessible, that is, located at least somewhat convenient to their homes or places of work; and (4) have well-qualified staff with low turnover.

I am interested in contributing to bring life into Ashland's childcare "desert" that we clearly have, as documented by Barbara Cervone in a recent article in the online https://ashland.news. I understand the issues of access and affordability, and I understand how difficult it is to find solutions. When SOU was considering closing the Schneider Children's Center for financial reasons, I presented President Roy Saigo with arguments for the value of the center, and he agreed. SOU met the accessibility criterion but could not make childcare affordable within their budget. That was in 2015, and the situation today is even worse. I learned from this experience that the challenge is not so much convincing people of the importance of childcare and early education, it's finding ways to make it accessible and affordable given current issues and circumstances in Ashland and the Rogue Valley.

Part of the challenge is recognizing the extent to which childcare is a community economic issue. A survey conducted last fall by the Oregon Values and Beliefs Center found that 42 percent of Oregon employers report that access to childcare impacts their "ability to hire and/or retain employees" either "somewhat" or "a lot." The experience of Indra Nooyi, former CEO of PepsiCo, reinforces this view. She found that establishing on-site childcare in their headquarters building enhanced employee loyalty, gave staff peace of mind knowing their child or children were nearby, saved commuting time, and helped in recruiting new employees. With much smaller companies in Jackson County, the committee could explore the potential for consortia of businesses, the school district, various organizations, SOU and RCC, and the City of Ashland, or find ways agencies and organizations could partner with existing childcare providers. How can we fit into, become part of, the Southern Oregon Early Childhood Support Network that Peter Buckley and Pam Marsh are working on? The planned composition of this committee seems ideal as the forum for dialog around how to create the best solutions.

**4. Availability**

**Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings?**

Yes, I am definitely available to attend special meetings, and I am very interested in doing so. I prefer evening meetings, but will do my best to be flexible as I know you have many individuals' schedules to accommodate.

**5. Additional Information**

**How long have you lived in this community?** Almost 20 years.

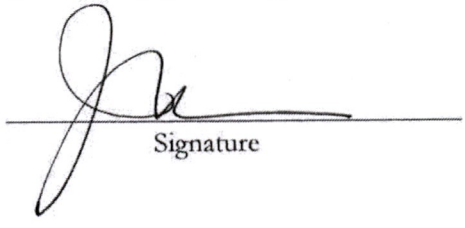
**Please use the space below to summarize any additional qualifications you have for this position:**

I have been fortunate to have been involved in research that others felt was important, and useful. The Early Head Start evaluation I mentioned in Section 2 has been widely cited for the useful findings about why and how an early education program can be effective. In 2002, after we published the final report of the EHS national evaluation, The U.S. Department of Health and Human Services awarded Mathematica (the company where I worked) one of six awards for excellence in "Program Improvement 2002" for the evaluation's final technical report because the report's "soundness of design, methodology, appropriateness of conclusions, and *significance and usefulness of findings" created "outstanding potential for use by the larger health and human services community.*" In 2013, the Society for Research in Child Development honored me with its Distinguished Contributions to Public Policy for Children award, "in recognition of an SRCD member's continuous lifetime contributions to *research that informs policy and practice for the benefit of children.*"

These two awards demonstrate something critically important to me and indicate what I believe I have to offer the City of Ashland, so I italicized those phrases: For me, research and early childhood program evaluation studies have never been simply exercises in trying to find out what "works." These studies are valuable only if they demonstrate how programs can really benefit the children and families being served, and can point the way to making programs even better and more effective. But, of course, the programs also need to be affordable and accessible for working parents.

Thank you for considering my application. I will be happy to respond to any questions you have or provide any additional information you may need.

May 1, 2023
Date



Signature

*** FORM FIELD DATA***
Name: **Helga Motley**
Committee or Commission intersted in: **Ad Hoc comm on childcare**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **self employed after school & summer camps (at various locations, including my home)**
Educational background: **University of Connecticut Masters in German, SOU educ (1 year) preparation for elem education I have 47 years of experience as an events & news photographer. I have been a craftsperson most of my life, and started a crafts store in Cambridge, Mass in 1968. I am self taught in photography and various crafts.**
Related Experience: **Im not sure about further training being needed. I have initiated and run programs for kids since 1983, when I had my first playgroup with 4 families. The kids were 2-3 years old at the time, and I went to the family's homes to do the playgroup. Eventually I set up a site in downtown Ashland, where I had after school and summer programs. I set up a vast miniature play area with the Playmobil toy system, and did crafts using plastilina clay, taught sewing on sewing machines during summer camps, did various handcrafts with kids of ages 5 to 11. I initiated a monthly Lego building at several libraries - and brought my own collection of organized legos to build with. I still do a Lego class every 2 weeks at an Ashland classroom (Catalyst Ashland). I have volunteered with the Talent Boys and Girls club by bringing my Legos during summer camps. I have worked with elementary age kids since 1983, with my own programs. You can see examples of what I have done o n my website www.helgasplayhouse.com**
Interests: **I love teaching kids to make things with their hands. These skills are especially important to start when kids are young. Although K-12 schools expose kids to art with paper and pens, the other art skills are not taught till they are in middle school. I want to contribute my years of experience to the planning process for childcare.**
Availability: **Since I am self employed, I am flexible with attending meetings at most times.**
Additional Information : **I moved to Ashland in 1980, and the rising rents forced me to move to Talent in 2015. I still am involved with issues and events in Ashland, and many people recognize and know me. If language is an issue, I understand lots of Spanish and am bilingual in German. I have a long history of knowing what the issues are in Ashland. Pam Marsh knows me, and through my years of doing events photography, many other people are familiar with me.**
Signature: **Helga Motley-Tschinkel**

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

ASHLAND
Better Together

# APPLICATION FOR APPOINTMENT TO CITY COMMITTEE/COMMISSION

Please type or print answers to the following questions and submit to the City Legal Department at City Hall, 20 E Main Street, or email dana.smith@ashland.or.us. If you have any questions, please feel free to contact the City Legal Department at 541.488.5350.
**Attach additional sheets if necessary.**

Name Kristen Roy

Requesting to serve on: Affordable Childcare (Committee/Commission)

Mailing Address [redacted]

Physical Address [redacted]

Occupation Attorney

Phone: Home [redacted]
Work
Email
Fax

**1. Education Background**

What schools have you attended? Dartmouth College (B.A.), Univ. of NH (Law School)

What degrees do you hold? Juris Doctor

What additional training or education have you had that would apply to this position?
see attached

**2. Related Experience**

What prior work experience have you had that would help you if you were appointed to this position?
see attached

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? Yes, because I think any Committee could benefit from ongoing training and education.

3. **Interests**

Why are you applying for this position? See attached

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings?
Do you prefer day or evening meetings? Early morning meetings or day meetings are preferable

5. **Additional Information**

How long have you lived in this community? 6 years

Please use the space below to summarize any additional qualifications you have for this position:

See above

Date

Signature

**Application for Appointment to Ad Hoc Committee on Affordable Childcare and Early Childhood Development (Supplemental Information)**

**Name: Kristen Roy**

1. **Education Background**

**What additional training or education have you had that would apply to this position?**

In addition to my current role, I also served as an adjunct professor for Health Law. In that role, I was able to see how lack of affordable childcare impacted fellow professors and students enrolled in law school with children.

2. **Related Experience**

**What prior work experience have you had that would help you if you were appointed to this position?**

I currently serve as the General Counsel (in house attorney) for Asante, which is the largest employer in the Rogue Valley. One of the issues that we face with recruitment and retention of our employees is – affordable childcare. I am looking to establish community connections to assist our employees and other community members to solve for the childcare crisis.

3. **Interests**

**Why are you applying for this position?**

I am applying for this position because Ashland lacks options for affordable childcare. I have personally been impacted by this with a now 3.5 year old. I also see Asante's employees struggle to find childcare options. I want to help create solutions.

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# APPLICATION FOR APPOINTMENT TO CITY COMMITTEE/COMMISSION

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**Attach additional sheets if necessary.**

Name Jessica Therkelsen

Requesting to se Ad Hoc Childcare Committee

Mailing Address [redacted]

Physical Address

Occupation Nonprofit leadership

Phone: Home [redacted]
Work
Email
Fax

**1. Education Background**

What schools have you attended? University of San Francisco, School of Law, UC Irvine

What degrees do you hold? JD, BA

What additional training or education have you had that would apply to this position?
I have experience drafting and proposing policy

**2. Related Experience**

What prior work experience have you had that would help you if you were appointed to this position?
Experience in policy drafting; experience in program design; lived experience as a working parent in three cities

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? Yes, in order to better understand the options for government supported programs related to childcare

3. **Interests**

Why are you applying for this position? It is incredibly difficult to balance work and family life in the US. Specifically, Ashland has very limited childcare - no centers that offer care before 3 years of age and only 1 preschool that operates past 1:30pm. Many do not cover Fridays.

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes. I prefer day meetings but can make either work.

5. **Additional Information**

How long have you lived in this community? 3 years

Please use the space below to summarize any additional qualifications you have for this position:

I am a parent of two children who has tried to balance work and family life in the San Francisco, Bay Area, Portland, and Ashland. I have worked full time, part time, and not at all (outside the home). COVID was extremely stressful for everyone but on a personal level, the lack of childcare for children under 3, and lack of care after 1:30pm for my preschooler contributed to my burn out and significant health decline. I left my career in late 2022 to recover and spend more time focused on family. My choices are my own, but many people cannot afford to stop working to prioritize personal and family health.

5/17/22

Date

Jessica Parker

Signature

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# APPLICATION FOR APPOINTMENT TO CITY COMMITTEE/COMMISSION

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**Attach additional sheets if necessary.**

Name Lisa S. Verner

Requesting to serve on: Ad Hoc Com on Affordable Child ( (Committee/Commission)

Mailing Address [redacted]

Physical Address

Occupation retired urban/city planner

Phone: Home [redacted]
Work
Email
Fax

**1. Education Background**

What schools have you attended? Univ of Redlands; CA State Univ, San Jose; Mass Institute of Tech

What degrees do you hold? Bachelor of Arts in Political Science and Journalism; Master of Urban Planning; Master of Science in Real Estate Development

What additional training or education have you had that would apply to this position?
I am a member of the Ashland Planning Commission. Also, I chair the AAUW Ashland Branch Public Policy committee (focused on child care this year) and have been reviewing State legislative proposals on child care.

**2. Related Experience**

What prior work experience have you had that would help you if you were appointed to this position?
I have worked in public policy for cities and counties in the Seattle area for over 30 years. I have authored, advocated for adoption, and implemented a range of policies from comprehensive plans, zoning codes, marijuana laws, winery/vineyard legislation, economic development, and housing codes to transportation infrastructure.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? Yes. Additional education and training are always beneficial.

3. **Interests**

Why are you applying for this position? Ashland, and indeed Jackson County, is in a "child care" desert. As a community, we need to explore ways to provide s for providers, and to obtain facilities and infrastructur

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings?
Do you prefer day or evening meetings? Yes. I am available for either day or evening meetings

5. **Additional Information**

How long have you lived in this community? I moved to Ashland in November, :

Please use the space below to summarize any additional qualifications you have for this position:

Accessible, affordable child care is an economic development issue for the City. Without it, citizens can not work and busi- nesses can not thrive. The availability of child care a ute monetarily to the family. Also, allowing home-ba a family's income. With child care spots available, b effective, long-term employees. Businesses will sav expenses. Stable businesses can continue, expand care available through effective socialization, continu than one way to achieve goals. As I mentioned abov this year, have talked with moms and child care prov would like to participate in the City's efforts on this cc

April 30, 2023

Date

Signature

ASHLAND
Better Together

# APPLICATION FOR APPOINTMENT TO CITY COMMITTEE/COMMISSION

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**Attach additional sheets if necessary.**

Name Sarah Wardwell

Requesting to serve on: Early Childhood Adhoc Committe (Committee/Commission)

Mailing Address [redacted]

Physical Address

Occupation Diplomat

Phone: Home [redacted]
Work
Email
Fax

**1. Education Background**

What schools have you attended? University of Oregon, Portland State University

What degrees do you hold? B.S.Biology, M.S. International Relations

What additional training or education have you had that would apply to this position?

**2. Related Experience**

What prior work experience have you had that would help you if you were appointed to this position?
Early on in my career, I served in the Peace Corps as a middle school science teacher.

When I returned, I managed before and after school programs for two years.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? I'm always interested in learning more, but

I am not able to represent the City government due to my commission as a Foreign Service Officer. (Hatch Act)

3. **Interests**

Why are you applying for this position?

As a working mother with two children I have a keen interest in making it easier for other working mothers to live and work here.

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings?
Do you prefer day or evening meetings? Yes, afternoons, evenings or weekends might be best .

5. **Additional Information**

How long have you lived in this community? 3 years

Please use the space below to summarize any additional qualifications you have for this position:

As a Foreign Service Officer, I bring a wealth of experience dealing with different cultures.

I work in communications and am knowledgeable about different ways to message.

4/13/2023

Date

Signature

# Council Business Meeting

**June 6, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Early Learning Small Grant Opportunity – Scienceworks Museum | |
| **From** | Joseph Lessard | City Manager |
| **Contact** | Joe.lessard@ashland.or.us; 541-552-2103 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ | |


**SUMMARY**

Scienceworks Museum is requesting a $5,000 grant to serve as matching funds to help secure $75,000 in combined funding from the Oregon Community Foundation and Ford Family Foundation (see attached Scienceworks Museum Early Learning Project Grant Application). Combined funding from the City and two foundations will be used to purchase modular building units with the goal of providing approximately 40± early learning and childcare placement positions/spots. The modular units are temporary classrooms leased by the Ashland School Districts (ASD) and placed at the Scienceworks Museum, on Southern Oregon University property, as part of the remodeling/expansion programs at Ashland Middle School and Walker Elementary. With completion of the ASD work, the modular units are subject to removal unless they can be purchased for continued use locally. The Scienceworks Museum is working with The Ivy School and other regional partners to provide early learning programs in the modular units for the Ashland community. The opportunity to secure these structures is time sensitive since they will be removed from the Scienceworks Museum site unless purchased.


Jackson County currently has the infrastructure and capacity to serve just 23% of the 0-5 yrs. of age population. In the Southern portion of the County, Ashland/Talent, that percentage is even lower. The pandemic, the Alameda fire and the limited availability of usable facilities forced the closure of many of the smaller childcare providers in the valley, exacerbating the shortage. In the same period, to navigate the pandemic, Scienceworks leased their undeveloped land to the Ashland School District so that Ashland Middle School and Walker Elementary could remodel their schools.

The ASD schools have now been successfully remodeled, Scienceworks has negotiated to purchase two of the modular building units and a bathroom unit for a favorable price with the two foundations and private donors pledging supporting resources. The infrastructure of water, sewer, and power, and modular classrooms and bathrooms are already installed on the Scienceworks Museum property. The modular buildings are currently under a conditional use permit for temporary buildings at the Scienceworks Museum site. To retain the modular buildings at the current site, Southern Oregon University will need to apply for a site review for permanent buildings through Community Development.

These classrooms represent an opportunity to develop community collaborations to meet a community need. ScienceWorks' long-range plan is to partner with the Ivy School to deliver quality early learning programs. The first step in this process is to secure the modular buildings. The requested City grant support will enable

Scienceworks to meet match funding requirements and leverage additional support to expand early learning and childcare within the City of Ashland.

**POLICIES, PLANS & GOALS SUPPORTED**

The Council's Economic Roundtable of March 6, 2023, identified three next step efforts to help confront Ashland economic challenges. One of the identified next steps was the establishment of a partnered effort by key Ashland economic institutions to plan potential joint efforts on affordable childcare and early childhood development. In follow-up to the Economic Roundtable, the City Council authorized the establishment of an Ad Hoc committee on Early Learning at the request of Councilor Hyatt at the March 15, 2023, Regular Meeting (see attached Request for Early Learning Ad Hoc Committee). The committee membership solicitation has closed, and the list of potential participants is being finalized for appointment consideration by the Mayor. Councilor Hyatt has offered to act as Chair of the Ad Hoc Committee.

**FISCAL IMPACTS**

The proposed 2023-2025 BN Budget includes $240,000 ($120,000 for FY 2023-2024) for early childhood development and childcare, a portion of which would be used to fund the $5,000 Scienceworks Museum grant request.

**SUGGESTED NEXT STEPS**

City staff recommends Council approve the issuance of a $5,000 grant for Scienceworks Museum to acquire modular buildings for the provision of an early childhood learning program in cooperation with regional partners, including the Ivy School. A motion to authorize grant would be as follows:

> I move to authorized the City Manager to enter into a grant agreement with Scienceworks Museum for $5,000 to serve as matching funds for the purchase of two modular classroom and one bathroom unit for use in an early childhood learning program.

**REFERENCES & ATTACHMENTS**

- Request for Early Learning Ad Hoc Committee
- Scienceworks Museum Early Learning Project Grant Application

**Request for Early Learning Ad Hoc Committee**

**Challenge Statement**

The current inventory of pre-school seats is not adequate to meet the demand of Ashland families as evidenced by waitlists in excess of 6 to 12 months. Limited early learning opportunities in Ashland are directly related to the following:

1. Program closures,
2. Reduced seats due to relocation, and
3. Increasing staffing challenges, consistent with national job market trends, resulting in fewer pre-school options for families.

These challenges result in subsequent concern for future enrolment in Ashland School District, kindergarten readiness, socialization opportunities for our children, a continuation of the worker shortage due to lack of childcare and impacts to the economic vitality of Ashland as a whole.

The Economic Round Table discussion held on March 6, 2023 further highlighted the need for early learning options in our community. Many stakeholders communicate strong support for affordable early learning and childcare programs. Specifically, such support focused on the need for early learning to attract and sustain working families in Ashland, and as a key service required to sustain and grow our economy.

**Request:**

- Convene an Ad Hoc Committee comprised of the City of Ashland, ASD, and local partners to respond to our mutually recognized need for early learning access in Ashland, and the Rogue Valley.

- Develop a charge that explores tangible actions we can take, as economic partners, in support working families, our economic development, and most importantly, our children.

- Respond to the conversation on March 6th with action.

**Past Policy Analysis**

The advent of the Covid-19 pandemic highlighted the critical nature of quality, reliable, affordable early learning, and childcare options for working families in Ashland, across the state of Oregon and nationally.

***State Level Policy***

Insufficient slots for childcare and early learning opportunities were a serious challenge in Oregon Prior to the Covid-19 outbreak in March of 2020[1]. The prevalence of inadequate childcare supply across Oregon was exceptionally high with a blended rate of 72% of communities lacking necessary care options[2]. This translates to only enough early learning and childcare options to support one third of the total need. When studying more detailed data, 85% of communities lacked a satisfactory number of slots for infant and toddlers while 61% of communities required additional preschool options[2]. According to conversations with Oregon Community Foundation, Ashland and he Southern Rogue Valley are considered childcare deserts.

Addressing the challenges of childcare and preschool options in a community must not be considered a micro issue specific to an individual household. When such challenges endure, they transform into economic development and operational problems for businesses and local economies. Staffing paradigms suffer and directly impact the viability of businesses as well as the local economies these businesses comprise. The Census Household Pulse Survey for October 2021 found, in Oregon, over 88,000 eligible workers reported difficulty with childcare as the main reason for opting to stay home and not participate in the workforce[3].

***Local Policy***

Local to Ashland, preschool is not the direct responsibility of city government or the local school district. Traditionally preschool and childcare needs are met through a patchwork of private and non-profit providers of varying size, philosophy, and licensure status. Programs with ten or fewer students in a home environment are not required to be licensed and comprise a significant segment of the preschool slots available to Ashland residents. This patchwork model is not unique to Ashland, nor the state of Oregon. Preschool and childcare are predominantly delivered via a private market, characterized by a fee for service payment structure, that annually approaches the cost of a years' college tuition. According to the 2020 Oregon Child Care Market Price Study a year of fulltime preschool is approximately $14,400 annually, $1,200 per month. The same study cites fulltime infant and toddler care at approximately $19,200 annually, $1,600 per month[4].

To further compound the challenge for childcare providers, many report absorbing the cost of Covid-19 protocols. This increases the strain on existing programs especially with fewer paying clients[5].
Finally, the City of Ashland, and the Ashland School District before the city, leased the Briscoe School to the Oregon Childhood Development Coalition (OCDC). OCDC operates preschool and childcare opportunities specifically designed to serve Southern Oregon's migrant worker families. The City of Ashland's policy related to the OCDC program is strictly as that of tenant/ landlord and does not constitute a formal policy endorsement of early learning solutions for Ashland working families.

**Footnotes**:

1. https://www.qualityinfo.org/-/oregon-s-child-care-industry
2. https://health.oregonstate.edu/early-learners/research/supply-and-demand-oregon-young-children
3. https://www.census.gov/programs-surveys/household-pulse-survey/data.html
4. https://www.oregon.gov/dhs/ASSISTANCE/CHILD-CARE/Documents/CCMR%202020%20Report.pdf
5. https://www.ijpr.org/education/2021-12-09/oregon-child-care-industry-grapples-with-funding-delays-staffing-shortages

# Application for Grant

| | | | |
|---|---|---|---|
| **Organization** | **Scienceworks Museum** | | |
| **Mailing Address** | **1500 East Main Street Ashland 97520** | | |
| **Contact Name** | **Cynthia Salbato** | **Phone** | **541-261-2828** |
| **Email** | **cynthia@scienceworksmuseum.org** | | |
| **Secondary Contact** | **Ash Friend** | **Phone** | **531-646-4790** |
| **Email** | **ash@scienceworksmuseum.org** | | |
| | | | |
| **Federal Tax ID** | **93-1309725** | **IRS Class** (exemption) | **501(c)(3)** |

| **Grant Request** | |
|---|---|
| | |
| **Total Request** | **$ 5,000.00** |

1) Briefly describe the purpose and objectives of your organization and mission statement ***(please limit to 200 words).***

2) Briefly describe how the City grant would be used ***(please limit to 500 words).***

3) If your grant request is for date specific events, programs or activities, please complete the following table *(use additional pages as necessary)* :

Scienceworks Museum is requesting a $5K grant as matching funds to help secure $75K in combined funding from Oregon Community Foundation and Ford Family Foundation. This funding will be used to purchase modular units with the goal of providing 40+ early learning and childcare spots. We are working with The Children's Museum/The Ivy School, regional leaders in providing early learning programs to develop a partnership that will yield affordable and accessible early learning for the Ashland community.

The need for this funding is urgent, the opportunity to secure these structures is time sensitive.

Jackson County currently has the infrastructure and capacity to serve just 23% of the 0-5 population. In the Southern portion of the County, Ashland/Talent, that percentage is even worse. The pandemic, the Alameda fire and the limited availability of useable facilities forced the closure of many of the smaller childcare providers in the valley, exacerbating the shortage.

In the same period, to navigate the pandemic, Scienceworks leased their undeveloped land to the Ashland School District so that Ashland Middle School and Walker Elementary could remodel their schools. The infrastructure of water, sewer, and power, and leased classroom modulars and bathrooms were installed on our property.

The schools have now been successfully remodeled and Scienceworks has negotiated to purchase two of the modulars and bathrooms for a very good price. We have foundations and private donors pledging their resources.

These classrooms are a perfect opportunity to develop community collaborations to meet an urgent community need. ScienceWorks' long range plan is to partner with the Ivy School to deliver quality early learning programs.

The first step in this process is to secure the buildings.

A demonstration of support from the City of Ashland will help us meet the funding requirements and leverage additional support for this priority community need - expanding early learning and childcare for the City of Ashland

| **Program/ Event Title** | **Anticipated Event Date(s)** | | **Funding Request** |
|---|---|---|---|
| | **Start** | **End** | |
| **Foundation for Early Learning/Childcare Center** | | | **$5000K** |

| | | | |
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| | | | $ |

4) If you do not receive the full amount of your request, describe how your organization would use a smaller amount of funds. Be specific. **(please limit to 500 words).**

| **Organization Board Member**<br>*(use additional sheets as necessary)* |
|---|

| **Name** | **Jessica Murrey Board President 541-941-6967** |
|---|---|

| **Name** | **Chris Brimhall** |
|---|---|

| **Name** | **Krynn Lukacs** |
|---|---|

| Name | Candy Hoppe |
|---|---|

| Name | Cassandra Dexter |
|---|---|

| Name | Anna Dunlap |
|---|---|

| Name | |
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| Name | |
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| Name | |
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| Name | |
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| Name | |
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| Name | |
|---|---|

## Grants Program Budget*

Please use this form to identify costs associated with the program, activity or event that you are requesting funds for.

***This form is provided as a template to use. If your organization tracks grant related financials in a different reporting format, please submit in that format.**

| **Program/Event Name** | **Early Learning/Childcare Program at Scienceworks** |
|---|---|
| **Project Period:** | **ongoing** |

| **REVENUE** | | |
|---|---|---|
| Source | Funding title | Amount |
| City of Ashland Grant Funds: | | $5,000 |
| Jackson County Funds/ Identify: | United Way of Jackson County | $1,000 |
| State Funds/ Identify: | | $ |
| Federal Funds/ Identify: | | $ |
| Other funds/ Identify: | Ford Family Foundation | $50,000 |
| Other funds/ Identify: | Oregon Community Foundation | $25,000 |
| Other Funds: | Don Kaizer | $60,000 |

Other funds/ Identify: $

**TOTAL REVENUE**

**$ 141,000**

## EXPENDITURES

| Personal Services | | |
|---|---|---|
| Total Salaries: | % of Time to Project/Event: | Salaries specific to |

| | | |
|---|---|---|
| | | Project/Event: |
| $ % | | $ |
| Total Benefits: | % of Time to Project/Event: | Benefits specific to Project/Event: |
| $ | % | $ |
| **Total Project/Event-Specific Personal Services** | | **$** |
| Materials & Services | | |
| 2 Modular Classrooms at 25K each | | $50,000 |
| 2 Modular Bathrooms at 40k each | | $80,000 |
| Installation of modular Classrooms 5k each | | $10,000 |
| | | $ |
| **Total Project/Event Specific Materials & ServicesTOTAL EXPENDITURES** | | **$ 140,000 $** |

## Signature Page

Thank you for your time and efforts in preparing this information for consideration by the Grants Committee.

By signing below you certify that:

You, the grantee, understand that you must comply with all federal, state, and local requirements applicable for the activities funded by this grant. Award of a grant by the City does not waive the grantee's obligation to obtain, at grantee's sole expense, all applicable permits that may be required for grantees program or project.

And, that a grant will be conditioned on submission or other approvals to the City of a Certificate of General Liability Insurance Per City Contract, naming the City of Ashland, its officers and employees as additional insured.

And, that you the undersigned have legal authority to submit the above information on behalf of the organization named below.

Signature *Cynthia Salbato*

Name (print): Cynthia Salbato

Title: Board Member Scienceworks Museum Board of Directors

Organization: Scienceworks Museum

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Ratification of 3-Year Labor Agreement with the International Association of Firefighters Local 1269 | |
| **From** | Sabrina Cotta<br>Molly Taylor<br>Ralph Sartain<br>Marshall Rasor | Deputy City Manager<br>Interim Human Resources Director<br>Fire Chief<br>Deputy Fire Chief |
| **Contact** | Sabrina.cotta@ashland.or.us 541-552-2106 | |
| **Item Type** | Requested by Council ☐ Update ☒ Request for Direction ☐<br>Presentation ☐ | |

**SUMMARY**

The current labor agreement between the City of Ashland and the IAFF employees (~30 employees) expired on June 30, 2022. Bargaining teams worked diligently on reaching agreement on terms for the successor contract and due to an impasse sought interest arbitration. Multiple sessions have been held to come to an agreement on a three-year contract term. Most items agreed upon during negotiations were no-cost corrections to language and updates to process and current statute. The IAFF and the City of Ashland worked diligently to come to an agreement on compensation and benefits and with the assistance of arbitration a final ruling has been reached on both wages and benefits.

**BACKGROUND AND ADDITIONAL INFORMATION**

To ensure continuity of services, the City of Ashland needs to remain a competitive employer within the region. The agreements reached in bargaining as well as the interest arbitration ruling result in competitive wages and benefits for those in the IAFF. Staff recommends that the City Council authorize the City Manager and Mayor to sign the three-year contract, ratifying the agreements reached with the IAFF Local 1269 and through interest arbitration.

**FISCAL IMPACTS**

All positions within the bargaining unit fall within the general fund. The new agreement calls for the following wage and benefit adjustments:

- Year 1: Effective July 1, 2022, a four percent increase for all positions in the bargaining unit and an estimated cost of $191,000.
- Year 2: Effective July 1, 2023, a four percent increase for all positions in the bargaining unit and an estimated cost of $199,000.

- Year 3: Effective July 1, 2024, a three percent increase for all positions in the bargaining unit and an estimated cost of $205,000.
- Longevity pay program with an annual bonus distributed on the 1st paycheck in December:
    - 5-10 years of service: $1,000
    - 10-15 years of service: $1,750
    - 15-20 years of service: $2,500
    - Greater than 20 years of service: $3,250
        - And estimated ~$44,000 per year cost
- Healthcare adjustment
  As an offset to the increase in wages the employee base healthcare plan transitioned on January 1, 2023, to a 1500/4500 deductible plan from a no longer offered grandfathered $500 deductible plan.

This change in compensation has been budgeted for in the 2023-2025 Biennium budget.

**SUGGESTED NEXT STEPS**

Motion: I move to approve the three-year labor agreement with the IAFF and authorize the City Manager and Mayor to sign the three-year agreement.

**REFERENCES & ATTACHMENTS**

ERB Case ME-044-22 Ruling
2023 -2025 IAFF Agreement

BEFORE THE EMPLOYMENT RELATIONS BOARD
OF THE STATE OF OREGON
ERB Case ME-044-22

In the Matter of the Interest Arbitration Between:

THE CITY OF ASHLAND, OREGON,

Employer,

And

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1269,

Union.

Stephen E. Alpern

Designated Arbitrator

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## A. INTRODUCTION

This matter arises under the Oregon Public Employee Collective Bargaining Act, Oregon Revised Statute ("the Statute") §§243.650 -243.806. The Arbitrator was selected by the parties from a list of seven arbitrators submitted by the Employment Relations Board. The parties' collective bargaining agreement expired on June 30, 2022, and they have been unable to negotiate a successor agreement even after mediation. At the time of the interest arbitration hearing, the parties, after their negotiations and submission of their Last Best Offers (LBO's), and by stipulation their Amended Last best Offers had reduced the outstanding issues to two. The City proposed to reduce its share of its employee health benefits contribution from 95% to 90%, effective July 1, 2023, a change the Union opposed. The City proposed to add a provision to the Agreement providing for annual

longevity payments based on an employee's years of service. The Union also proposed longevity payments but in amounts larger than those proposed by the City. The Union's Amended LBO maintained the City's share of health benefits at 95%. Under ORS §746 (5) the Arbitrator must select either the City's Amended LBO or the Union's Amended LBO. Whichever Amended Last Best Offer is chosen must be awarded without modification.

B. Background

Ashland is a City in Southern Oregon with a population of approximately 21,607. Its Chief Executive Officer is the City Manager. It has an elected City Council of six members and a mayor who casts votes when votes are tied among the six members. The Council adopts the City's two-year budgets which are prepared and recommended by the City Manager. The next two-year budget must be adopted by July 1, 2023.

In addition to a fire department which is at issue in this case, the City has bargaining units consisting of clerical, labor, police and electrical workers (the City manages its own electric utility). The City's 2021-23 adopted General Fund Budget was approximately $69 million and its proposed 2023-25 proposed budget is approximately $89 million. The Fire Department's expenditures are made from the General Fund. The City maintains other funds which are dedicated to specific purposes, such as water operations and street maintenance. These funds are not generally available for General Fund expenditures.

The City has 244 full-time equivalent employees (FTE's) of which 220 positions are currently filled. The upcoming budget provides for 264 FTE's. The employees represented by the Union are Firefighters (some of whom

are EMT's), Engineers who drive and ensure the readiness of the fire trucks, Captains, and Battalion Chiefs. The bargaining unit consists of 30 employees.

Because Oregon law prohibits firefighters from engaging in strikes, any unresolved issues subject to mandatory bargaining are to be submitted to interest arbitration. Each party is required to submit its LBO package at least fourteen days prior to the date set for the interest arbitration hearing. By stipulation of the parties, the parties' LBOs could be modified prior to the hearing. The parties Amended LBOs were submitted to the Arbitrator on May 8, 2023. The parties submitted pre-hearing briefs on May 9. The Arbitrator conducted the interest arbitration hearings on May 18 and 19, 2023, in Ashland, Oregon. Each party was permitted to call witnesses and to cross-examine the other party's witnesses. The witnesses testified under oath or affirmation administered by the Arbitrator. With one exception the witnesses testified in person. By agreement of the parties one witness testified remotely via Zoom®. The testimony of all witnesses was recorded via Zoom® and that recording constituted the official record of the hearing. At the conclusion of the hearings, the parties stipulated that post-hearing briefs should be filed no later than May 30, 2023, and that the Arbitrator's written Opinion and Order should be issued no later than June 9, 2023.[1]

ORS requires arbitrators to base their findings and opinion by giving first priority to:

> (a) The interest and welfare of the public. and secondary priority to (b) through (h) as follows:

---

[1] Normally, under the Statute, the Arbitrator would have 30 days to issue the order in this matter. In light of the City's need to have an approved budget in place by July 1, the Arbitrator agreed to the earlier date. As a result, although the Arbitrator has carefully reviewed the extensive record in this matter, extensive references to the record are not contained herein.

(b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.

(c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

(d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received.

(e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities. As used in this paragraph, "comparable" is limited to communities of the same or nearest population range within Oregon. Notwithstanding the provisions of this paragraph, the following additional definitions of "comparable" apply in the situations described as follows: (A) For any city with a population of more than 325,000, "comparable" includes comparison to out-of-state cities of the same or similar size; (B) For counties with a population of more than 400,000, "comparable" includes comparison to out-of-state counties of the same or similar size; (C) Except as otherwise provided in subparagraphs (D) and (E) of this paragraph, for the State of Oregon, "comparable" includes comparison to other states; (D) For the Department of State Police troopers, "comparable" includes the base pay

> for city police officers employed by the five most populous cities in this state; and (E) For Department of State Police telecommunicators, as defined in ORS 181A.355, "comparable" includes the base pay for telecommunicators employed by the five public safety answering points in this state, as defined in ORS 403.105, with the most employees.
>
> (f) The CPI-All Cities Index, commonly known as the cost of living.
>
> (g) The stipulations of the parties.
>
> (h) Such other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment.
>
> However, the arbitrator shall not use such other factors, if in the judgment of the arbitrator, the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award.

The Statute further provides that:

> Not more than 30 days after the conclusion of the hearings or such further additional periods to which the parties may agree, the arbitrator shall select only one of the last best offer packages submitted by the parties and shall promulgate written findings along with an opinion and order. The opinion and order shall be served on the parties and the board. Service may be personal or by registered or certified mail. The findings, opinions and order shall be based on the criteria prescribed in subsection (4) of this section.

A discussion of how these criteria are to be applied to the instant case will follow.

C. The Parties' Amended Last Best Offers

The City's Amended LBO contained two provisions which it asserted the Arbitrator should adopt as the Order in this matter. The first provided for an annual longevity bonus for employees as follows:

After completion of 5-9 full years of service: $1,000

After completion of 10-14 full years of service: $1,250

After completion of 15 full years of service: $1,500

The second element of the City's Amended LBO was directed to health benefits. It provided for an increase in employee contributions to health care premiums from 5% to 10% effective July 1, 2023 (the second year of the Agreement).

The Union's Amended LBO contained an annual longevity bonus as follows:

5-10 years of service: $1,000

10-15 years of service: $1,750

15-20 years of service: $2,500

Greater than 20 years of service: $3,250

The material differences between the parties' proposal on longevity bonuses occurs after nine years' service. For employees with from 10 to 15 years' service the City would provide an annual bonus of $1250 while the Union's proposal would provide for $1750 for such employees. After 15 years of service the City would provide an annual bonus of $1500. The Union would provide a bonus of $2500 for employees with 15-20 years' service and $3250 for employees with greater than 20 years of service. Thus, the Union's proposal would provide larger bonuses to employees with more than 10 years' service. The cost differences between the two longevity proposals is approximately $139, 250 over the life of the Agreement.

The major difference between the parties' proposals on health benefits are that the City's proposal would reduce the percentage of the City's contribution for employee health insurance from 95% to 90% effective July 1, 2023. The cost savings to the City of its health benefits proposal would be approximately $183,000 over the life of the Agreement. However, over time, if health benefits costs continue to increase, the savings to the City would far outweigh the costs of the Union's longevity payments if both provisions were continued in future Agreements.

In summary, as might be expected, the Union's Amended LBO provides more generous longevity pay and health and welfare benefits than does the City's Amended LBO. To reiterate, the choice before the Arbitrator is to award the entire Amended LBO of the City or the entire Amended LBO of the Union.

D. Discussion

The Arbitrator begins from the seminal Oregon interest arbitration opinion issued by Carlton Snow.[2] Professor Snow wrote:

> The Oregon Legislature has told interest arbitrators to give first priority to "the interest and welfare of the public." No substantive content has been poured into this abstraction by lawmakers, but it is clear that "the interest and welfare of the public" is not a "stand alone" criterion. It is to be given first priority, but other criteria may not be ignored in view of the requirement that they be given secondary priority. Giving the other criteria secondary priority clearly means that they must help inform the abstraction set forth in the first criterion.

Criterion (a) is indeed a blank canvas which is generally filled in with reference to the remaining criteria. There might be a few cases where the interest and welfare of the public is self-evident. For example, if a Union's LBO would cause a city to enter into Chapter 9 bankruptcy, the interest and welfare of the public would manifestly weigh against such a proposal. The Union accepts this principle. The City seems not to. It argues that "by mandating the 'first priority' of the 'interest and welfare of the public' over the secondary criteria, the statute, on its face, entrusts to arbitrators nothing more than the ordinary discretion they need to weigh fully all factors that they find are relevant and appropriate to determine which LBO is better for the affected communities."

This approach would give arbitrators far more power than that apparently granted by the Statute. If the "interest and welfare of the public" cannot be readily determined from the record of the case, arbitrators are not

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[2] *Interest Arbitration Between Bend Firefighters Ass'n and City of Bend*, at 4 (1996) reported at IA-09-95_BFFA-Bend_Snow-E.pdf (oregon.gov).

given free rein to determine what is best for the public. Instead, they are mandated to weigh the factors set forth in ORS §§ 243.746 (b)-(g). Contrary to the City's argument, ORS § 243.746 (h) does not permit an arbitrator to generally consider such "other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment". If in the judgment of the arbitrator, "the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award," the arbitrator may not consider the factors in (h).[3]

The record in this case does not support the finding that either Amended LBO is manifestly supported by the interest and welfare of the public. The Arbitrator will thus consider the evidence presented by the parties directed toward the other factors.

The parties agree that the City bears the burden of proof regarding its proposal on health benefits contributions. As the City acknowledges, it is attempting to change the status quo, and arbitrators uniformly shift the burden to the party attempting such a change. The burden is not a light one. The City must show that there is a "compelling need" for the change.[4] With respect to longevity payments, the City argues that the Union should have the burden since both parties proposed such payments, but the Union is proposing more generous payments. Accordingly, the City argues that the City's proposal should be treated as "the (new) status quo" thus imposing on

---

[3] See, *Oregon Military Department and IAFF Local 1660*, IA-16-99 (Levak, 2000): "[I]t is now well established both: ( 1) that the primary criterion is inextricably linked to the secondary criteria; and (2) that the other factors criteria[in section (h) of ORS 243.746(4)] should not be considered where the preceding secondary criteria are sufficient to resolve the issue." See also *City of Bend, supra*. At 24.

[4] *Gladstone Police Ass'n and City of Gladstone,* IA-10-00 (Gaba 2001), IA-10-00_GladstonePOA-Gladstone_Gaba-E.pdf (oregon.gov).

the Union the burden of proving that there is a compelling need, or a sufficient quid pro quo, that justifies an annual longevity bonus that is more generous than that proposed by the City. The City offers no arbitral authority for such a proposition and this arbitrator declines to create such authority. Instead, the Arbitrator will consider which longevity proposal is most consistent with the standards established by the Statute.

The City emphasizes that other bargaining units have agreed to the 90/10 split and that the longevity payments proposed in its Amended LBO have been adopted in other City bargaining units. The Statute makes no mention of internal comparability as a factor to be considered unless an arbitrator determines to consider factors under subsection (h). Internal equity is arguably a factor traditionally considered by an arbitrator. The City Manager testified that a goal of the City in bargaining was to equalize COLA's and longevity increases with the four-bargaining units with which it was negotiating. Further the City determined that firefighters were receiving greater increases than employees in other bargaining units in which most City employees who were female were employed. According to the City Manager granting greater increases to employees in the predominately male Police and Fire Departments than to those units where most of the City's female employees were employed violated the spirit, if not the letter, of federal and state anti-discrimination laws. This is an oversimplification of anti-discrimination laws. It is beyond the Arbitrator's authority to determine whether the imbalance pointed out by the City was the result of discriminatory recruitment and hiring practices or was simply the result of self-selection by City job applicants of the position for which they applied. Nor is there any evidence that the City has undergone the rigorous job

analyses to determine if there are equal pay violations under Oregon law. In sum, the City's arguments relating to discriminatory compensation practices fail for lack of proof. In any event the remedy should not be the denial of increases sought by the Union if it can demonstrate that it is entitled to such increases under the Statute. Even if internal comparability were a factor to be considered, the Union demonstrated that the longevity increases given under the Police Department Agreement are greater than those offered by the City to the firefighters, In addition, because salaries under non-police and fire agreements tend to be lower than police and firefighters compensation, the dollar amounts of longevity pay under the former agreements would be a higher percentage than that offered to the firefighters. Finally, citing other bargaining agreements entered into by the City as a basis for imposing conditions of employment on the Union would limit the Union's freedom to negotiate its own agreements. Accordingly, the internal comparability arguments made by the City do not support its Amended LBO.[5]

> Factor (b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.

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[5] The City's stated compensation practices seem to be at odds with the standards set forth in the Statute. The City states in its budget summary to the City Council on May16, 2023, that "the city will provide employee compensation *that is competitive with comparable public jurisdictions within the relative recruitment areas."*(Emphasis added.)

Both parties presented evidence relating to this factor. The City does not argue an inability to pay the compensation sought in the Union's Amended LBO. As the City Manager testified, "it would not break the budget."[6] Instead, the City asserts that meeting those demands would require it to reduce amounts allocated for other priorities. The record does not demonstrate this by a preponderance of the evidence. The City's evidence demonstrated that it, similar to other governmental and non-profit entities, is operating in a challenging fiscal environment. Two institutions in the City are each facing declining revenue. The student enrollment of Oregon Southern University (OSU) has substantially declined. The Oregon Shakespeare Festival has undergone serious financial challenges and is engaged in an emergency fundraising drive. The Festival attracts tourists to the City and both its attendees and students and visitors at OSU contribute heavily to the City's lodging and food taxes. These taxes substantially declined during the COVID-19 period, but the proposed 2023-5 budget shows these taxes recovering somewhat. The budget also showed property taxes, which are limited by Oregon law, increasing in the next budget. Property taxes constitute slightly under 50% of General Fund Revenues.

The Union presented a detailed financial picture of Ashland which showed increasing annual budget surpluses. The Union's study concluded that Ashland had more than adequate resources to maintain "reasonably adequate reserves" and to cover the additional costs of the Union's Amended LBO. The City presented testimony that it had deferred desired expenditures, including appropriate property maintenance, but it did not show that it would

[6] In his budget presentation for the proposed 2023-25 budget the City Manager wrote, "The City is currently hitting all targets per the current City financial policies and is in a strong financial position moving into the next biennium."

need to defer these desired projects in the upcoming budget if the Union's Amended LBO was adopted. The City did not attempt to specifically rebut the Union's detailed evidence on the state of the City's finances. The evidence in the record showed that the City was maintaining more than adequate reserves. That the City would prefer to spend these funds on other purposes is not sufficient to show that it did not have available funds to cover the costs of the Union's Amended LBO. That the Union's Amended LBO might cause budget priorities to be shifted is not proof of an inability to pay.[7]

> Factor (c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

Both parties presented evidence relating to "The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided." Although the Union presented evidence that more than 25% of bargaining unit employees had tested for other fire departments, the actual number of departures was lower than the City's turnover rate of 17%. The Fire Chief testified that in past years the Fire Department had a high turnover rate but that in recent years employees were not leaving for other departments, but that much of the turnover was from retirements. The record also showed that significantly fewer employees were seeking employment with the Ashland Fire Department. There was no evidence which supported (or contradicted) the conclusion that this was due to compensation issues. It is arguable, that the Union's higher longevity payments for more senior employees might cause a reduction in turnover through retirements. In sum,

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[7] *Interest Arbitration between the State of Oregon and AFSCME*, IA-07-01_State(DAS-DOC)-SecurityEmployees-AFSCME_Snow-LO.pdf (oregon.gov), at 25 (Snow 2001).

the Arbitrator concludes that this factor does not weigh strongly in favor of either Party's Amended LBO.

> Factor (d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received.

The parties presented little evidence on this factor, except as it goes directly to health benefits contributions and longevity pay and it does not weigh in the Arbitrator's decision, except as it goes to those two issues.

> Factor (e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities.

The issue of comparability is usually a key factor in interest arbitration under the Oregon statute (and most other state interest arbitration statutes). The Union presented extensive comparability data both for cities (or fire districts) in comparable communities and for cities state-wide. Other than presenting extensive internal comparisons, which the Arbitrator does not consider relevant, the City only presented one exhibit on the compensation of five other fire departments. Two of which, Redmond and Tualatin Valley Fire and Rescue were not in the Union's comparisons. Redmond's population exceeds the 150% threshold used by the Union. The Tualatin Fire and Rescue District serves a population of more than 500,000 people. These are not comparable communities. The data on the remaining fire

departments presented by the City was not especially useful. It listed base pay for certain positions, but no breakout by years of service, and other types of compensation and included cryptic explanations such as under total incentives "longevity only" or " 10% (I think, hard to read their contract."

The Union's data generally showed that less senior and lower-ranked employees were competitive with the comparables. However, more senior employees, especially Battalion Chiefs fell behind employees in other departments performing similar services. The Union also compared employees' share of health benefits in the comparable departments. The data showed that of the eight comparable departments in only two did employees pay more than 5% share of health benefits (7.7% in Roseburg and 7.0% in Milwaukie). Three departments paid 100% of the premiums and two paid 95% or more. The City points to data produced by the Union which showed that among eighty firefighting agencies statewide, employees in twenty-one pay more than 5% of the health premiums. Of course, the Statute does not suggest that comparisons should be made with all employees throughout the state performing similar services. Even this data shows that the City's Amended LBO would make the Ashland Fire Department an outlier with respect to health benefits.

> Factor (f) The CPI-All Cities Index, commonly known as the cost of living.
>
> .

Because wages, including cost of living increase, have been resolved by the parties the significance of this factor is limited. However, as medical costs increase, health insurance premiums will necessarily increase. The City's Amended LBO on health benefits would somewhat shift the burden of

those increases to employees. The Union's Amended LBO would maintain the same relative burdens.

Factor (g)The stipulations of the parties.

There were no stipulations of the parties except with the provisions of the collective bargaining agreement to which they have agreed.

As previously related, factor (h) should not be considered if the previous factors are sufficient to support a decision. In this case, the Arbitrator finds that they are.

E. Conclusions

This is a case made less difficult by the parties' largely successful attempts to reach agreement on all aspects of a collective bargaining agreement. In this sense, the Statute worked as intended. The parties narrowed the issues and did not present unreasonable Amended LBOs for interest arbitration.

In choosing between the offers, the Arbitrator finds that the City did not carry its burden to justify a change in the long-established status quo regarding health benefits. The change is one which would best serve the public interest if it were the product of a jointly accepted *quid pro quo* at the bargaining table. The proposal also was not supported by comparable

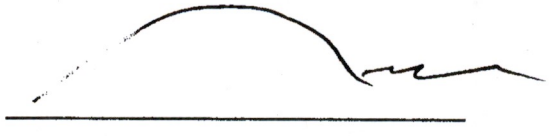
provisions in collective bargaining agreements covering firefighters in comparable communities.

The parties' proposals on longevity increases addressed what the parties apparently agreed was the common desire to further the retention of experienced, qualified employees. The Union's Amended LBO did have the advantage of being weighted toward the most experienced employees. Standing alone, the Arbitrator may have found it too generous, but it was within the City's ability to pay and was not sufficient to compensate for the City's desire to change the *status quo* with respect to health benefit payments.

F. Order

Based on the foregoing and upon a careful consideration of the arguments of the parties and of the entire record in this matter the Arbitrator concludes that the Union's Amended Last Best Offer is most consistent with the requirements of the Statute and should become part of the parties' 2022-2025 collective bargaining agreement. It is so ordered and awarded.

Respectfully submitted,



Stephen E. Alpern
Arbitrator

Dated: June 9,2023

Redline Draft of Tentative Agreement

# AGREEMENT BETWEEN

# THE CITY OF ASHLAND, OREGON

# and

# ASHLAND FIREFIGHTER'S ASSOCIATION
# LOCAL #1269
# INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

## July 1, 2018 – June 30, 2022

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## PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the City, and the Ashland Firefighters Association Local #1269, International Association of Firefighters, hereinafter collectively referred to as the Union. Unless indicated otherwise, references to the "City" shall include the City's elected officials, the City Manager or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

## SCOPE OF AGREEMENT

This Agreement shall apply to those employees of the Ashland Fire and Rescue Department, Ashland, Oregon, as listed in "Appendix A" but excluding supervisors, confidential employees, volunteer firefighters, part time employees, seasonal and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIV of this Agreement.

"Part time employee" shall mean persons working a fraction of the normal working week or shift, but normally following a predetermined pattern of working hours.

"Seasonal employee" shall mean persons working for summer employment, not exceeding four (4) consecutive months.

"Temporary employee" shall mean persons appointed for a limited period of time, not to exceed one (1) year, e.g. college "sleepers", or, in the case of student firefighters, up to two (2) years.

## ARTICLE I - RECOGNITION AND NON-DISCRIMINATION

**Section 1. Recognition.**

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees in the bargaining unit described immediately above.

**Section 2. No Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, sex, age or national origin, sexual orientation, gender identity, marital status, mental or physical disability or other protected status, unless based upon a bona fide occupational qualification in accordance with applicable law. The Union shall share equally with the City the responsibility for applying the provisions of this Section.

Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right, except as specifically provided in this Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to representthemself in individual personal matters.

## ARTICLE II - UNION SECURITY AND CHECKOFF

**Section 1. Union Security.**

The terms of this Agreement apply equally to all employees in the bargaining unit. Among other things, membership dues pay for services provided by the union. The Union shall provide to the City a list identifying the employees who have provided authorization for the City to deduct wages from the employee's pay to pay membership dues, fees and any other assessments or authorized deductions to the Union. The City shall rely on the list to make the deductions and to remit payment.

Any bargaining unit employee who does not want to be a member of the union, but who nonetheless wants to pay for services provide by the union, has the option to pay voluntary fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Union to direct the City to deduct from their pay voluntary fees in an amount equal to union dues charged.

**Section 2. Check Off.**

Upon receipt of a list of employees from whose pay union dues, fees and the like should be deducted, the City agrees to deduct the regular initiation fee and regular dues uniformly required of members of the Union, and remit such deduction within fifteen (15) days after the conclusion of the regularly scheduled fourteen (14) day pay period, to the official designated by the Union in writing to receive deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee may be revoked by the employee upon written request. Upon written notification by the Union of a check off error, the City will make adjustments within sixty (60) days following such notification.

**Section 3. Indemnification.**

The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of Article II, Sections 1 and 2.

## ARTICLE III - MANAGEMENT RIGHTS

Union recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and department heads, but such rights must be exercised consistent with the other provisions of this Agreement. Those rights include, but are not limited to, the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To train, cross-train and direct the performance of duties by employees; to determine staffing needs and schedules.
4. To discipline or discharge regular employees for just cause and probationary employees at its discretion.
5. To relieve its employees from duty because of lack of work, finances or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted.
8. To determine the content of job classifications, the minimum qualifications for hire and promotion and the criteria for performance evaluations.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its organization and the technology of performing its work.

## ARTICLE IV - STRIKE PROHIBITION

**Section 1.**

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any authorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in the line of duty. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict

recourse to any other remedies, including an action for damages which may be available to the City.

**Section 2.**

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will, immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such matter is or is not subject to the grievance and arbitration provision of this Agreement.

**Section 3.**

The City agrees not to engage in a lockout of any bargaining unit member of the Ashland Fire Department as a consequence of a dispute arising during the period of this Agreement.

## ARTICLE V - HOLIDAYS

**Section 1. Recognized Holidays.**
The following shall be recognized as holidays:

New Year's Day (January 1)
Martin Luther King Jr. Birthday (3rd Mon. in Jan.)
Washington's Birthday (3rd Mon. in Feb.)
Memorial Day (last Mon. In May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Mon. in Sept.)
Veterans Day (November 11)
Thanksgiving Day (4th Thurs. in Nov.)
Day after Thanksgiving (Friday)
Christmas Day (December 25)

Any day declared to be a holiday by the President, Governor or Mayor.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on authorized vacation leave, sick leave, or other leave with pay when a holiday occurs, the holiday, not the authorized leave, shall be charged.

**Section 2. Holiday Compensation.**

The City shall establish a bank of holiday hours accrued by employees throughout the fiscal year which may be used by the employee to take time off throughout the year if operational needs are met. Accrued hours of holiday leave may be used in increments of 12 hours only, from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m.

If any time remains in this bank at the end of the first pay period in December, the remainder will be paid out at the employee's present rate of pay and will be included in the first paycheck in December. On the first business day of the following pay period the holiday bank will be recharged for the following 12 months.

In the event an employee leaves the City's employment before the end of the fiscal year for which holiday pay is granted, eleven and two-tenths (11.2) hours pay shall be deducted from their final paycheck for each holiday which has not yet occurred.

Personnel on a forty (40) hour workweek shall receive all recognized holidays off.

## ARTICLE VI - VACATIONS

**Section 1. Eligibility.**

Eighty-four (84) hours of paid vacation leave, (the first six months of accrual at fourteen (14) hours per month), shall be front-loaded in the vacation leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will deduct from the employee's final paycheck the value of any vacation leave used over actual accrual.

For all employees who have successfully completed their first six months of continuous service, vacation leave with pay shall accrue on a monthly basis in accordance with the following schedule:

- Employees with less than four (4) full years of continuous service shall accrue fourteen (14) hours of vacation credit for each full calendar month worked.
- Employees with more than four (4), but less than nine (9) full years of continuous service, shall accrue eighteen (18) hours of vacation credit for each full calendar month worked.
- Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue twenty-two (22) hours of vacation credit for each full calendar month worked.
- Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue twenty-six (26) hours of vacation credit for each full calendar month worked.
- Employees with more than nineteen (19), but less than twenty-four (24) full years of continuous service, shall accrue twenty-eight (28) hours of vacation credit for each full calendar month worked.

- Employees with more than twenty-four (24) full years of continuous service shall accrue thirty (30) hours of vacation credit for each full calendar month worked.

**Section 2. Continuous Service.**

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the time spent by an employee in active employment or on paid leave. Time spent on leaves which are not paid by the City will not be counted as a part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave.

**Section 3. Accrual Limitations.**

An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. To prevent loss of accrued vacation, line employees must take leave in increments of no less than twelve (12) hours (one half of a 24-hour shift), employees usually scheduled to work a five-day, 40-hour workweek must take leave in increments of not less than eight (8) hours (equivalent to one 8-hour shift).

If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days without a supervisor's written approval.

**Section 4. Scheduling.**

Vacation times shall be scheduled by the City based on its judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to be granted vacation time off in accordance with the following: Employees shall be permitted to request vacation time off either on a split or an entire basis. Vacation shall be selected on the basis of seniority; provided, however, employees will be permitted to exercise their right to select vacations by seniority only once annually. The vacation schedule shall be posted annually as of November 1st and employees shall exercise their choice by bidding in seniority. There may be up to a total of two (2) employees on vacation or compensatory time off at any given time. The list shall be closed as of December 1st and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods, to the extent consistent with operation requirements of the City and vacation credits of the employee, shall be in increments of twelve (12) hours only and shall be taken from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m. only. Vacation or comp time requests that occur within 72 hours (short notice) of an employee's regularly scheduled shift shall only be granted if the request does not incur any overtime for the City.

**Section 5. Payment on Termination.**

In the event of death, termination or other separation of employment of an employee during the initial twelve (12) months of their employment, vacation is not considered earned and no payment in lieu of vacation shall be made. In the event of death, retirement, termination or

other separation of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.An employee shall be eligible to take accrued vacation time off with pay after one (1) full year of continuous service with the City. Vacation time off with pay shall be accrued on a monthly basis in accordance with the following schedule:

## ARTICLE VII - HOURS OF WORK

**Section 1. Work Schedules.**

Shift employees will be assigned to work regular shifts consisting of a 48/96 schedule, totaling a maximum of 106 straight-hours over a (14) day cycle. Consistent with operating requirements, shift employees shall be scheduled to work on regular work shifts, during this fourteen (14) day cycle and each shift shall have regular starting and quitting times.

Work schedules showing the employee's shifts, workdays and hours shall be electronically communicated for thirty (30) days prior to their effective date via current staffing software. Except for emergency situations and for the duration of the emergency, and in case of staffing shortages caused by unnoticed or short-noticed employee absences, changes in work schedules shall be electronically communicated to employees seven (7) days prior to the effective date of the change.

Employees on a forty (40) hour workweek shall normally be scheduled to work forty (40) hours within each seven (7) day period beginning on Saturday at 12:00:00 a.m. and ending the following Friday at 11:59:59 p.m.

**Section 2. Shift Transfers.**

(a) No regular employee shall suffer a loss of pay, due to a lesser number of scheduled hours of work as a result of an involuntary transfer from one shift to another shift.

(b) In the event the City determines a shift transfer is necessary, the City will first ask for volunteers; if no one volunteers; the transfer will be made based on positional seniority and operational necessity. The City will provide 14 days' notice prior to the transfer's effective date unless the transfer is due to emergent operational requirements or accommodations for firefighter shift requests.

## ARTICLE VIII - SICK LEAVE

**Section 1. Accumulation.**

Ninety-six (96) hours of paid sick leave, (the first six month of accrual at sixteen (16) hours per month), shall be front-loaded in the sick leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate

use. In the event employment terminates before six (6) months, the City will not seek to recover any sick leave hours taken during the first six months.

For all employees who have completed their first six months of continuous service, paid sick leave shall be earned by regular and probationary shift employees at the rate of sixteen (16) hours for each calendar month of service. Sick leave may be accumulated to a total of twelve hundred and forty-eight (1,248) hours and must be taken for purposes specified in Section 2 below, as a condition to any sick leave payment. Personnel regularly assigned to a forty (40) hour work week shall accumulate eight (8) hours for each calendar month of service to a maximum of seven hundred twenty (720) hours.

**Section 2. Utilization for Illness or Injury.**

Employees may utilize their sick leave for any purpose stated in Appendix F "Purposes for the Use of Sick Leave". In such event, the employee shall notify their immediate supervisor of their need to use sick leave as soon as possible up to ten (10) calendar days prior to the beginning of the scheduled regular work shift from which they will be absent, unless unable to do so because of the serious nature of injury or illness.

Medical verification by a qualified health care provider of the need of an employee to use sick leave may be required at the option of the City, for absences of more than three three consecutive scheduled workdays and/or prior to allowing the employee to return to work.

If the Fire Chief or their designee suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, the Chief or designee may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The City shall bear the reasonable cost for providing medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

**Section 3. Integration with Worker's Compensation.**

When an employee becomes absent due to an occupational illness or injury that is the basis of an accepted workers compensation claim, the City's obligation to pay under this sick leave article is limited to the difference between any payment received for time loss benefits under Worker's Compensation laws and the employee's regular pay. In such instances, one third (1/3) charges will be made against accrued sick leave.

**Section 4. Sick Leave Without Pay.**

Upon application by the employee, sick leave without pay may, in the City's sole discretion, be granted by the City Manager for the remaining period of disability after accrued sick leave has been exhausted. The City Manager may require that the employee submit a certification from a physician periodically during the period of such disability, and before returning to work. After accrued sick leave has been exhausted, an employee may elect to use accrued vacation

and/or compensatory leave for sick leave. Employees using sick leave are responsible to keep track of their accruals of and uses of sick leave hours reported on every pay stub. An employee must file a written request for sick leave without pay to the Fire Chief, fourteen (14) calendar days before paid leave is exhausted, otherwise he shall be considered as having resigned their position with the City.

### Section 5. Pay for Unused Sick Leave.

Members of the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 64 hours) as cash on the first payroll in December. If deferred compensation is elected as an option, the employee must notify payroll via email when payout forms are due. The unused portion of sick leave will be added to the employee's sick leave balance. **Employees who use 48 hours or less sick leave per year will be entitled to the maximum payout of 64 hours.**

Examples of how payment for unused sick leave will be calculated:

| Annual Accrual: | 192 | 192 | 192 | 192 |
|---|---|---|---|---|
| Sick leave hours used during the year: | 100 | **30** | **10** | 52 |
| All employees are entitled to use up to 48 hours without impacting their sick leave incentive under Oregon Sick Leave Law. | **48** | 48 | 48 | **48** |
| Hours used up to 48/year are added back for the purpose of calculating the sick leave incentive.<br>**Calculation:** | 192-100 = 92 + **48** = 140 /3 = 46.67 | 192-30 = 162 + **30** = 192 /3 = 64 | 192-10 = 182 + **10** = 192 /3 = 64 | 192-52 = 140 + **48** = 188 /3 = 62.67 |
| Balance that can be cashed out (Max 64 hours): | 46.67 | 64 | 64 | 62.67 |

### Section 6. Unused Sick Leave at Termination.

Sick leave is provided by the City in the nature of insurance against loss of income due to the illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination or other separation of employment for whatever reason, except as provided in ARTICLE XVII, Section 2. Sick leave shall not accrue during any period of leave of absence without pay.

## ARTICLE IX - BEREAVEMENT LEAVE

### Section 1. Bereavement Leave.

An employee shall be granted two (2) working shifts (two work days for forty hour personnel) funeral leave with regular pay in the event of death of a family member of the employee. For the purpose of bereavement leave, "family member" shall be defined as spouse, parents, grandparents, children, brothers and sisters of the employee and the parents, children, brothers, sisters and grandparents of the employee's spouse. The

employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

With limitations, bereavement of a deceased family member is also a permissible use for paid sick leave and unpaid OFLA leave.

Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer, irrespective of whether the deceased is a family member.

## ARTICLE X - OTHER LEAVES OF ABSENCE

**Section 1. Leaves of Absence Without Pay.**

Leaves of absence without pay, not to exceed one (1) year, may be granted upon establishment of reasonable justification and where the Fire Chief or their designee has determined that the operation of the Department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing, and submitted to the Fire Chief or their designee thirty (30) days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City.

**Section 2. Jury Duty.**

Employees shall be granted leave with pay for service upon a jury, provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by them for such jury service. Upon being excused from jury service for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their or her regular workday.

**Section 3. Appearances.**

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation he may receive as witness fees.

**Section 4. Required Court Appearances.**

Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters. The regular overtime rate, if applicable, shall apply to employees who are off duty, provided that any compensation he may receive as witness fees shall be paid over to the City.

**Section 5. Union Business.**

Employees elected to any legitimate full time paid Union office which takes them from their employment with the City, shall upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related union activities shall, upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

Employees selected by the Union to attend collective bargaining sessions between the Union and the City shall not suffer a loss of pay or benefits as a result of attendance at such meetings. However, all efforts shall be made to schedule such meetings so as not to affect the staffing or operation of the Department. Not more than three (3) members shall be allowed this time off for any one meeting. In no event shall attendance at bargaining sessions produce an overtime obligation on the City.

During collective bargaining sessions, bargaining team members may trade time without the application of ARTICLE XVI, Section 12, parts (d) and (e), and further without any records being kept by the City as to trade time debts between employees during such sessions.

**Section 6. Educational Leave.**

After completing one (1) year of continuous service, an employee, upon written request to the Fire Chief or their designee, and if the leave does not unduly burden fire operations, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in education courses which, in the sole discretion of the Chief or designee, directly relates to, and which will enhance the performance of the employee's duties. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Fire Chief or their designee. One year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Replacements shall be considered temporary employees.

Employees shall also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered or approved by the Fire Chief or their designee.

**Section 7. Military Leave.**

Military leave shall be granted in accordance with ORS 408.290 and federal law. For the purpose of this benefit, the City shall recognize the federal fiscal year of October 1 to September 30.

**Section 8. Failure to Return from Leave.**

Any employee who is granted a leave of absence and who fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be deemed vacated; except and unless the employee, prior to the expiration of their leave of absence, has requested an extension and furnished evidence that he is unable to work by reason of sickness, physical disability, injury or other legitimate reason beyond their control.

## ARTICLE XI - COMPENSATION

**Section 1. Pay Schedule.**

Employees shall be compensated in accordance with the pay schedules attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement.

Engineer, Captain, and Battalion Chief pay will be calculated based upon Top Step Firefighter EMT-Basic pay. Appendix B will reflect the following:

**(a) Engineers will receive an additional:**

3% for the first year (Step 1)

6% for the second year (Step 2)

9% thereafter (Top Step)

**(b) Captains will receive an additional:** 12% for the first year (Step 1)

15% for the second year (Step 2)

18% thereafter (Top Step)

**(c) Battalion Chiefs will receive an additional:**

21% for the first year (Step 1)

24% for the second year (Step 2)

27% thereafter (Top Step)

When any position not listed on the pay schedule that is appropriate for inclusion in the bargaining unit is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. That process shall be governed by ORS 243.698.

**Section 2. Pay Periods.**

Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:00:00 AM on Saturday and ending on the 14th day (Friday) at 11:59:59 PM. Pay days shall be on the Friday following the close of each pay period.

a) Due to three shifts, regular hours are estimated: 106 hours is the average for a 14-day period.

b) Due to three shifts, FLSA hours are estimated: 6 hours is the average for a 14-day pay period.

c) All other hours, such as premium pay (overtime, out of class, call backs) are based on actual hours worked and paid accordingly.

d) Any leave, such as Vacation, Holiday, Sick or Comp Time, that are used during the 14-day period reduce the average hours paid.

**Section 3. Overtime.**

(a) The City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest. Except as provided in Article XVI, Section 12, shift employees shall be compensated at the rate of one and one-half times their regular rate for work performed outside their regularly scheduled straight-time shifts of 106 hours during a fourteen (14) day cycle as set forth in ARTICLE VII, Section 1. Employees usually scheduled to work a 40-hour workweek shall be compensated at overtime rates for all hours worked in excess of forty (40) hours within each workweek as defined in ARTICLE VII Section 1.

For shift employees, overtime may result from scheduled overtime, as well as callbacks and hold-overs as follows:

**Call-Back Overtime.** For call-back notice of less than 10 hours, employees called back to work shall be paid at the double time rate for one hour, (even if less than one hour is worked), then paid at the rate of time and one half for time worked after the first hour until the beginning of the employee's regular scheduled work shift.

**Scheduled Overtime**. Scheduled overtime is defined as required overtime work of which the employee received notification via the Fire Department's text/phone messaging system no less than ten (10) hours prior to the reporting time specified, and shall be compensated at one and one-half (1-1/2) times their regular rate of pay. Scheduled overtime also includes work performed in excess of 204 hours in a twenty-seven (27) day cycle that is scheduled by the Department. Such time worked shall also be compensated at one-and-one-half (1-1/2) times an employee's regular rate.

**Hold-Over Overtime.** Holdover overtime is defined as required overtime work for which an employee is required to remain at work beyond their regular work shift or workday and shall be compensated at one and one-half (1-1/2) times the employee's pay. In no event shall overtime compensation be received twice for the same hours worked.

(b) Compensation for authorized overtime shall be paid in the form of pay at the applicable rate or banked as compensatory time off. All overtime shall be recorded by the employee and must be approved by the Fire Chief or designated supervisor.

(c) For purposes of the Company overtime under the Federal Fair Labor Standards Act and state statute only, authorized leave with pay shall be considered hours worked.

(d) Overtime may be taken in the form of compensatory time off in lieu of paid compensation. Such time off shall be approved by the Fire Chief and shall not be unreasonably withheld. The Fire Chief may withhold approval when the complement of employees has been temporarily reduced due to scheduled vacations, or other previously approved leaves for other employees on that shift. There may be up to a total of two (2) employees on compensatory time off or vacation, at any given time. Permission for such time off must be requested from the affected shift's Battalion Chief at least forty-eight (48) hours in advance of the time off. Compensatory time shall be taken off as a 12-hour block between 8:00 a.m. and 8:00 p.m., or as a 12-hour block between 8:00 p.m. and 8:00 a.m. and shall not unduly disrupt operations of the Fire Department. Provided, however, that the compensatory time off may not be taken by virtue of hours worked in excess of 53 and less than 57 in a work week. The maximum compensation time that may be accrued is 112 hours (80 hours for 40 hour employees).

**Section 4. EMT Certification.**

The City and the Union recognize the need to have highly trained employees to operate the City's rescue equipment and to respond to medical emergencies. To this end, the City and the Union agree as follows:

Emergency Medical Technician-B (EMT-B) certification shall be the mandatory minimum level of certification required for all positions in the bargaining unit.

(a) The employee shall be responsible for continuing to maintain the required level of EMT certification as a condition of continued employment.

(b) The City will pay expenses associated with mandatory EMT re-certifications and other mandatory certifications. Such expenses may include transportation and travel costs, application and test fees, registration fees, etc. The City will decide how many employees will be involved at any one time due to budgeting and staffing requirements.

(c) Except as otherwise provided in this Agreement, certified Emergency Medical Technician Paramedics (EMT-P's), shall be compensated at 11.75% of Top Step Firefighter EMT-Basic pay.

This amount shall be incorporated into the base wage schedule set forth in Appendix B. If any individuals achieve a higher level of certification, the City will pay the premium pay for the higher level.

**Section 5. "Working Out of Classification."**

When an employee is required to work in a higher job classification for at least two (2) hours or more, he/she shall receive the pay rate for the higher classification for time worked in a higher classification until the return to their previous job classification. If an employee takes vacation, sick leave or other paid time off while working in a higher classification and returns to the higher classification, he/she shall be paid their regular position's salary rate for such vacation and sick-leave. The Fire Chief may assign an employee to acting in assignments. Subject to the foregoing, the rate of pay shall be the entry level salary established for the higher position or the next level salary if the entry level salary is less than the rate of pay earned in the lower classification.

**Section 6. Educational Expense Reimbursement.**

The City shall pay the cost of books and tuition for successfully completed, job-related courses which have been approved in advance by the Fire Chief. In the event that an employee leaves City service sooner than two years after completion of the course(s), the amount paid by the City will be deducted from the employee's final paycheck to the extent the deduction does not reduce the employee's wages below legal minimums. If the deduction is not sufficient to fully reimburse the City, the employee shall be responsible to make a direct payment in the amount of the differential.

**Section 7. Mileage.**

Employees required to report for special duty at any location outside of the City or required to transfer mid-shift to a location other than their normal reporting station and who are required to use their personal vehicle for transportation to such location shall be compensated for the extra distance driven at the rate established by the City. The mileage for outside of city locations will be the lesser of actual miles traveled or the distance from City Hall to the location of the special duty. Personal vehicle use will only be allowed if a department vehicle is not available. Such mileage reimbursement shall be per City reimbursement process.

**Section 8. Haz Mat Team.**

Should the City choose to participate in the regional HAZMAT program, the City and the Union agree to bargain the impact of that change.

**Section 9. Field Training Paramedic Program.**

Should the City participate in a Field Training Paramedic (FTP) Program, each employee assigned by the department as an FTP will be paid an additional 5% of their base hourly wage per shift (24-hour period). A minimum of one FTP shall be assigned per shift. To be eligible to participate as an evaluating FTP, the FTP must have successfully completed the DPSST FTP training program.

**Section 10. Educational Incentive Program.**

Employees may receive additional compensation for formal education **or** education attained through achieving DPSST Certifications by rank. Education incentives cannot be combined, and shall not exceed 3%. Program details are contained in Appendix D.

| Formal Education Incentive | DPSST Certification (by rank) |
|---|---|
| Bachelor's Degree, 2% | DPSST Tier I, 2% |
| Masters' Degree, 3% | DPSST Tier 2, 3% |

**Section 11. Physical Fitness Incentive Program.**

Employees may receive additional compensation for completing the Voluntary Physical Fitness Exam as described in Appendix "E."

**Section 12. Fire Academy Lead Incentive.**

Should the City establish a Fire Academy for new hires, an employee serving as the lead instructor in it shall be paid an additional 5% of their base hourly wage per hour that they are reassigned to this role.

**Section 13. Longevity Pay.**

The City agrees to pay employees a longevity incentive. The longevity incentive will be paid out on the first payday of December each year in the following amounts:

| | |
|---|---|
| 5 years through 9 years of service: | $1,000 |
| 10 years through 14 years of service: | $1,750 |
| 15 years through 19 years of service: | $2,500 |
| 20 years of service and thereafter: | $3,250 |

## ARTICLE XII - DISCIPLINE AND DISCHARGE

**Section 1.**

No regular employee as defined in ARTICLE XIV, Section 4, may be disciplined except for just cause and after due process. Disciplinary action may be imposed upon any employee for failing to fulfill their or her responsibilities as an employee. Conduct reflecting discredit upon the City or Department or which is a direct hindrance to the effective performance of the City functions shall be considered just cause for disciplinary action. Such cause may also include

misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of Department rules or for political activities forbidden by law.

**Section 2.**

Discipline for just cause may include the following:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge.

**Section 3.**

An employee may be placed on administrative leave, with pay, while the conduct of the employee is investigated. If the employee is cleared completely, they will be immediately reinstated from administrative leave.

Verbal reprimands shall be identified as such in advance, shall not be grievable, and any reference to a verbal reprimand shall be retained in an employee's file for no more than two years after it occurs.

**Section 4.**

In any case of suspension, a written notice of the charges against the employee, and grounds for suspension shall be supplied to the Union and affected employee. Any disciplinary action that is protested, shall be protested only as grievance through the regular grievance procedure.

**Section 5.**

No written reprimand shall be removed from an employee's personnel file if the conduct reprimanded is directly referenced in subsequent discipline as relating to or being of the same kind or character. Absent discipline that references such a prior reprimand, after two (2) years from the date a written reprimand is issued, and upon the affected employee's request, the reprimand shall be removed from the employee's personnel file.

**Section 6.**

An employee having less than twelve (12) months continuous service shall serve at the discretion of the City. Discharge from employment within that period, with or without cause, shall not be grievable.

## ARTICLE XIII - SETTLEMENT OF DISPUTES

**Section 1. Grievance and Arbitration Procedure.**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner, provided however, the time limits can be extended by mutual consent of the parties. Once a grievance has been filed in writing it may not be changed except as to facts.

**STEP I (Informal).** The affected employee shall discuss the problem with the Fire Chief or their designee within fourteen (14) calendar days of its occurrence. The discussion shall include factual details of the incident, the section of this Agreement allegedly violated and the specific remedy requested. The City shall have the fourteen (14) calendar days to attempt to resolve the matter and shall answer the employee either verbally or in writing. If the problem is not resolved within the fourteen (14) calendar days, it may proceed as a grievance to the second step.

**STEP II.** If the problem has not been settled between the affected employee and the Fire Chief or their designee, it may be presented as a grievance in writing by the Union representative to the Fire Chief within fourteen (14) calendar days after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Fire Chief shall respond to the Union representative in writing within fourteen (14) calendar days after receipt of the grievance.

**STEP III.** If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee(s) within fourteen (14) calendar days after the response specified in STEP II is due. The City Manager or their designee(s) shall respond in writing to the Union within fourteen (14) calendar days.

**STEP IV.** If the grievance is still unsettled, either party may, within fourteen (14) calendar days after the reply of the City Manager is due, by written notice to the other, request arbitration of the dispute under STEP V.

**STEP V.** If the grievance is still unsettled, either party may within fourteen (14) calendar days of the decision of the City Manager or their designee, under STEP IV, have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon Employment Relations Board shall be requested to submit a list of five names of Oregon and/or Washington arbitrators. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issue(s) in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) calendar days which shall be final and binding on the parties and the employee. The

arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, and shall be limited to consideration

of the particular issue(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union, however each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceeding, it may cause such record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived.

The arbitrator shall retain jurisdiction over the grievance for up to forty-five (45) days after delivery of their decision and any award to the parties to hear and answer requests for clarification or to hear and decide any post-decision motions. The parties shall have up to but no more than twenty-one (21) calendar days from delivery of the decision to file such requests or motions.

**Section 2. Stewards**.

Employees selected by the Union to act as Union representatives shall be known as "stewards" and shall not exceed three (3) in number. The names of the employees selected as stewards and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of stewards, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 above, shall not interfere with their or other employees' regular work assignments as employees of the City. On-the-job contacts between stewards and an aggrieved employee shall be made so as not to interfere with or disrupt regular Fire Department operations and with the consent of the Fire Chief or their designee. Requests for such contacts shall not be unreasonably denied, but shall be limited to a total of no more than six (6) hours per month. Union stewards shall not solicit, or "shop" for grievances while on duty. Time allowed to be authorized for contacts between stewards and an aggrieved employee under this Article shall be used to solve problems, not to encourage them. Stewards shall make every effort to attempt to make contacts during their off duty hours.

## ARTICLE XIV - SENIORITY

**Section 1. Seniority**.

Seniority shall be an employee's length of continuous service with the bargaining unit, dating from their last date of hire and shall apply by job classification in the matter of layoff and recall. In the event of a layoff, such a laid off employee may exercise their seniority to bump into a lower job classification within the Department, provided he is qualified to perform the work. To prevent unnecessary disruption and delays, employees must exercise

their bumping rights in writing within fourteen (14) calendar days of receipt of notice of layoff. Recall from layoff shall be in the reverse order of seniority, provided the recalled employee is qualified to perform the work.

Seniority shall continue to accrue during:

**(a)** Authorized sick leave or disability leave up to ninety (90) calendar days;
**(b)** Vacation leave;
**(c)** Educational leave approved by the City;
**(d)** Military leave as specified in ARTICLE X Section 8;
**(e)** Bereavement leave;
**(f)** Jury duty;
**(g)** Promotion to a supervisory position outside of the bargaining unit for six (6) months;

**Section 2. Suspension of Seniority.**

Seniority shall be retained, but shall not continue to accrue during:

(a) Authorized sick leave or disability leave in excess of ninety (90) days;
(b) Educational leave requested by the employee;
(c) Military leave in accordance with law;
(d) Election to a full time paid Union office up to one (1) year, renewable upon application; and
(e) Other authorized leaves of absence of up to one (1) year.

**Section 3. Termination of Seniority.**

Seniority and the employment relationship shall be broken or terminated if an employee: (1) Quits; (2) Is discharged for just cause; (3) Is absent from work without notification to the Fire Chief or their designee, by the beginning of their next regularly scheduled work shift; (4) Is laid off and fails to report to work within five (5) days after being recalled; (5) Is laid off- from work for any reason for 24 months or for a period of time equal to their seniority, whichever is shorter; (6) Fails to report for work after the termination of a leave of absence; (7) If while on a leave of absence for personal health reasons accepts other employment without permission, or (8) Retires.

**Section 4. Probationary Period.**

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the Department by observing a new employee's work, training, aiding new employees in adjustment to their position, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which they shall be considered a regular employee and granted seniority retroactively to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees.

Termination of a probationary employee shall not be subject to the grievance procedure under ARTICLE XIII.

**Section 5. Layoff and Recall**

Recall from layoff exceeding three (3) shifts shall be by certified letter sent to the employee at their last known address furnished to the City by an employee. It is the sole responsibility of laid-off employees to assure that the City is informed of any changes to their mailing addresses. The City may also use any means to return an employee sooner. The City may require the successful completion of a medical-examination as a prerequisite to returning an employee to work following a layoff, at City expense.

## ARTICLE XV - PROMOTIONS

**Section 1. Testing.**

No employee shall be promoted from one rank to another without first having passed a promotion examination. Promotion examinations shall be based upon ascertained merit and standing upon examination. Promotional opportunities shall be posted for at least thirty (30) calendar days prior to the beginning of the testing procedure. In the event that a change in staffing dictates noticing of less than thirty (30) calendar days, the Fire Chief will contact the Association President and discuss the reasons for providing less than thirty (30) calendar days. Whenever a promotional examination is given, the notice announcing such examination shall state: the passing score on all parts of the examination; the relative weight of each part of the examination and the length of time the eligibility list established by the examination process will be effective.

**Section 2. Eligibility.**

It shall be a prerequisite that any applicant for examination for a position or classification above that of firefighter in the bargaining unit shall have had service for at least two (2) years for Engineer, and three (3) years for Captain, and five (5) years for Battalion Chief in the Fire Department of the City of Ashland. In addition, applicants cannot be eligible to test for a position unless they have passed and are in good standing on the promotion list for the position directly below the position in which they are testing for.

Promotional vacancies for classifications listed in "Appendix A" may be filled from outside the Ashland Fire Department only in the event of the following:

(a) If, after posting a promotional opportunity in accordance with Section 1 of this Article, the City receives no notices of intent to participate as outlined in Section 3 of this Article;

(b) For the Engineer classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two employees within the bargaining unit deemed qualified for the position by virtue of test scores.

(c) For the Captain classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two (2) employees within the bargaining unit deemed qualified for the position by virtue of test scores.

(d) For the Battalion Chief classification, if it is found that, after testing in accordance with the terms of this article, there are not at least two (2) employees with the bargaining unit deemed qualified for the position by virtue of test scores.

**Section 3. Procedure.**

Employees must submit in writing to the Fire Chief or their or her designee, their intent to participate in the testing procedure not later than ten (10) calendar days prior to the test date. The content of the examination shall be limited to measuring of skill, technical knowledge and level of self-development attained for the classification sought by applicants. When examinations are given, the examination board will be made up of panelists from outside the Ashland Fire Department. Two Chief Officers from the Department will provide comments on the accuracy of applicant statements.

**3.1 Promotional Process**

Candidates will be provided with advanced notice of the grading & scoring criteria which will be used in the assessment process.

**3.2 Promotional Process Summary**

Each candidate who participates in a promotional process for a position covered by this agreement shall be provided with a promotional process summary which will include constructive feedback from the panelists involved.

**Section 4. Credit for Seniority.**

In the event two (2) or more applicants are equally qualified by virtue of identical test scores, seniority shall govern placement on the promotional list.

**Section 5. Promotional List.**

Promotional lists shall be established from test scores, with number one on the list being that employee who had the best or top overall score. The list will serve to advise each applicant of their standing relative to the outcome of the testing procedure.

**Section 6. Appointment.**

When the City desires to fill a vacancy, the candidates who appear on the promotional list will go through a chief's interview process that will consist of peer evaluations and a final panel interview prior to selection. To unsuccessful candidates, the Fire Chief will provide

their reasons for such determination in writing. Unsuccessful candidates who are bargaining unit employees may ask for a meeting with the Chief for feedback on what skills, experience or training may improve the candidates qualifications for the position in the future.

**Section 7. Promotional Probationary Period.**

Regular employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to their previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under ARTICLE XIII. Such demotion shall not be considered a disciplinary action. The reasons for demotion shall be supplied in writing to the demoted employee within 48 hours after the demotion.

**Section 8. Voluntary Stepdown.**

a. Within the first 12 months of their official promotion date, an employee promoted to a classification as high as Battalion Chief may voluntarily stepdown to a lower classification.

b. An employee who voluntarily steps down from a promotion will enter into the job classification held by the employee taking over their now vacant position. The employee stepping down will retain years of service for purposes of calculating positional seniority equal to previous time spent in their new (lower) classification.

c. If the individual is stepping down multiple classifications, they will be placed at the top of the active promotional list for the job classification immediately below their previous position. If, however the employee did not hold that position for more than a year prior to being promoted, or did not pass probation prior to their subsequent promotion, they will be placed at the bottom of the active promotional list.

d. In the event the employee is not promoted prior to the expiration of the above-mentioned list, and if the employee wishes to pursue future promotional opportunities, that employee will be required to retest.

**Section 9. Demotion.**

If, after investigation, it has been determined that appropriate discipline includes demotion, the affected employee will enter into the job classification of the employee taking over their now vacant position.

The demoted employee will not retain positional seniority in their new job classification. This individual will not be eligible to be placed on promotional lists for 2 years after the day their demotion becomes official.

In the event discipline is based on charges indicating a lack of fitness for supervisory authority (Battalion Chief or Captain), and in the event the demoted employee is to be replaced by another employee who currently fills such a role, the demoted employee will be moved to a

position below Captain. The demoted employee will be moved to Engineer only if an Engineer position becomes vacant within 60 days of the demotion's effective date. The employee will otherwise be assigned as a Firefighter.

Regardless of their final disposition, the demoted employee will not be eligible for promotion to a supervisory role for 4 years after the day their demotion becomes official.

## ARTICLE XVI - GENERAL PROVISIONS

**Section 1. Bulletin Boards.**

The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

(a) Recreational and social affairs of the Union
(b) Union meetings
(c) Union elections
(d) Reports of Union committees
(e) Rulings or policies of the International Union

In addition, the Union may post one IAFF sign, and may use the dayroom for Union meetings, provided they first secure permission from the Captain.

**Section 2. New Hire Meeting.**

The City agrees to schedule one hour during a newly hired employee's first full 40-hour work week a meeting with the union president and/or designee. For the purpose of discussing union membership and any other union business deemed necessary.

**Section 3. Visits by Union Representatives.**

The City agrees that accredited representatives of the International Association of Firefighters and the Oregon State Firefighters Council, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement, if they first obtain permission to do so from the Fire Chief or their designated representative.

**Section 4. Solicitation.**

The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

**Section 5. Existing Conditions.**

It is understood and agreed that there exists within the Fire Department certain established working conditions which constitute employment relations under ORS 243.650 through 243.782 which shall continue in effect for the term of this Agreement, unless or until changed by mutual agreement of the parties, or by the City in accord with its prerogatives stated elsewhere in this Agreement, or as required by appropriate State or Federal laws, orders or regulations. In case of changes by other than mutual agreement, the Union shall be notified as soon as practicable of a change or proposed change.

**Section 6. Rules.**

It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by written work rules, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement.

**Section 7. Other Employment.**

Outside employment shall be permitted only with the express prior written approval of the City. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

1) The need for mentally and physically alert City employees;
2) Insulating employees from potential conflict of interest situations;
3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Outside employment may not limit or restrict the employee from being called back to duty by the Chief or their designess, when they deem it necessary for the health, safety and welfare of the City.

**Section 8. Supervisory Employees.**

It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reason, or where the work load is temporarily increased.

**Section 9. Uniforms, Protective Clothing and Devices.**

If an employee is required to wear a uniform, protective clothing or use any type of protective device, such articles shall be provided by the City. Lost protective clothing or devices, or damage to protective clothing or devices due to negligence, shall be reimbursed to the City by the employee. Failure of an employee to wear required uniforms, protective clothing, or use protective devices as prescribed by the City shall be cause for disciplinary action as set forth in ARTICLE XII. Loss or damage to personal items owned by the employee shall be the responsibility of the employee.

**Section 10. Position Classification.**

The general classifications of labor which shall be recognized throughout this Agreement shall be those set forth in Appendix A.

**Section 11. Personnel Files.**

Employees shall have the right to:

(a) Inspect their official personnel records kept in the office of the Personnel Director on a quarterly basis.

(b) Acknowledge the placement of new materials in their files.

(c) Challenge or reply to materials which the employee believes to be obsolete or otherwise inappropriate for evaluation, promotion, or retention.

**Section 12. Shift Trades.**

The City shall allow shift trades provided that:

(a) Such trades are applied for using department approved (staffing program's) electronic form;

(b) Permission is granted by the affected shifts' supervisor prior to the shift to be traded. Such permission shall not be unreasonably denied;

(c) The City shall not be liable for payback of a shift or shifts traded or overtime worked as a result of such trades;

(d) Trades shall not interfere with the operations of the Fire Department. This section shall be interpreted to include protection of paramedic staff. Scheduled trade paybacks shall not be satisfied through the use of vacation leave, compensation time or other leave, only hours worked

(e) Trades shall occur only between employees of the same job classification, or between equally qualified employees.

**Section 13. Temporary Employees.**
Temporary positions will be allowed in the bargaining unit under the following conditions:

a) Temporary positions can only be filled by active Ashland Firefighter Association members that are in good standing.
b) Persons placed into temporary positions will remain an active Ashland Firefighter Association member and continue to pay dues accordingly.
c) Temporary positions will have a clear ending date up to a maximum of three (3) months.
d) Temporary employees are only allowed to fill the last position they held in the bargaining unit.
e) Upon appointing a temporary position, the City of Ashland will provide the Ashland firefighters Association with a letter stating the temporary employee's position and the duration of the temporary assignment (end date).

## ARTICLE XVII - HEALTH AND WELFARE AND RETIREMENT

**Section 1. Health and Welfare**. The Employee Health Benefits Advisory Committee including one (1) representative of the Ashland Firefighters Association shall meet at least (2) times per year for the purpose of reviewing program performance and providing feedback to the City Administration/HR on benefit programs.

Health benefits and other insurance will be provided to the IAFF represented employees under the same conditions and restrictions as provided to all other City employees. Adjustments to the health benefits plan may be made by the City. See Appendix C – Health and Welfare Benefits.

**Section 2. Retirement**.

The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. Upon retirement, one-half of accumulated sick leave will be applied to retirement as set forth in ORS 238.350. The City will also assume or pay the employee's contributions required by ORS for all employees included under this Agreement at a uniform rate of six (6) percent.

**Section 3. Deferred Compensation.**

The City agrees to contribute up to $50.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or AETNA). This program is at the option of the member and contingent upon a minimum $15.00 per month contribution paid by the member. In addition, as an incentive to amend language regarding the provision of health insurance benefits to make clear the City has agreed to provide a health insurance package and not specific individual benefits, the City agrees to contribute $25.00 per month to an eligible deferred compensation program for each member of the bargaining group.

## ARTICLE XVIII - WORKERS' COMPENSATION

**Section 1. Workers' Compensation.**

All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

**Section 2. Supplementary Payment.**

Compensation paid by the City for a period of sick leave also covered by worker's compensation shall be equal to the difference between the workers' compensation pay for lost time and the employee's regular pay rate, as described in ARTICLE VIII, Section 4.

## ARTICLE XIX - LIABILITY INSURANCE

The City shall purchase liability insurance as set forth in ORS 30.282 and containing such terms and conditions as are necessary for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

## ARTICLE XX - SAVINGS CLAUSE AND FUNDING

**Section 1. Savings Clause.**

Should any article, section, or portion thereof, of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2. Funding.**

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

## ARTICLE XXI - TERMINATION AND REOPENING

This Agreement shall be effective as of the 1st day of July, 2022 or upon execution, whichever is later, and shall remain in full force and effect until the 30th day of June, 2025, and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. This Agreement nullifies and supersedes all previous documents including Letters of Understanding between the parties unless such documents are specifically reinstated for the duration of this Agreement.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not sooner than one hundred eighty (180) days nor less than ninety (90) days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event notice to modify is given, those provisions not reopened shall automatically renew. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice, unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiation.

**ASHLAND FIREFIGHTERS ASSOCIATION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1269**

**By:** _____
**Association President**

**By:** _____
**Association Vice-President**

**Date:** _____

**CITY OF ASHLAND, OREGON**

**By:** _____
**City Manager**

**By:** _____
**Mayor**

**Date:** _____

## APPENDIX "A"

## CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Firefighter
Fire Engineer
Fire Captain
Battalion Chief

# APPENDIX "B"
# SALARY SCHEDULE

The City agrees to increase wages by 4.0% effective **July 1, 2022,** for all positions in the bargaining unit.

The City agrees to increase wages 4.0% **July 1, 2023,** for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in Appendix "F".

The City agrees to increase wages 3.0% **July 1, 2024,** for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in "Appendix F".

*A detailed explanation of how incentives are calculated follows the Salary Schedule.*

| Effective 7/1/2022 - 4% COLA (FY 23) | | | | |
|---|---|---|---|---|
| *- All Job Classes are NON-Exempt* | | | | |
| **Group/BU Code 4000** | | **Hourly** | **Monthly** | **Annual** |
| **Grade = 701 Fire 1** | Step 0 - First 6 Months | $22.5607 | $5,177.69 | $62,132 |
| Positions in this grade: | Step 1 - Next 6 Months | $23.7327 | $5,446.66 | $65,360 |
| Firefighter EMT - B | Step 2 - Next 12 Months | $24.9676 | $5,730.05 | $68,761 |
| | Step 3 - Next 12 Months | $26.1394 | $5,999.00 | $71,988 |
| | Step 4 - Next 12 Months | $27.3533 | $6,277.59 | $75,331 |
| | Step 5 - Thereafter | $28.5044 | $6,541.75 | $78,501 |
| | | | | |
| **Grade = 702 Fire 2** | Step 0 - First 6 Months | $23.4158 | $5,373.94 | $64,487 |
| Positions in this grade: | Step 1 - Next 6 Months | $24.5878 | $5,642.91 | $67,715 |
| Firefighter EMT - I | Step 2 - Next 12 Months | $25.8227 | $5,926.30 | $71,116 |
| | Step 3 - Next 12 Months | $26.9945 | $6,195.25 | $74,343 |
| | Step 4 - Next 12 Months | $28.2084 | $6,473.83 | $77,686 |
| | Step 5 - Thereafter | $29.3595 | $6,738.00 | $80,856 |
| | | | | |
| **Grade = 703 Fire 3** | Step 0 - First 6 Months | $25.9100 | $5,946.35 | $71,356 |
| Positions in this grade: | Step 1 - Next 6 Months | $27.0819 | $6,215.30 | $74,584 |
| Firefighter EMT - P | Step 2 - Next 12 Months | $28.3167 | $6,498.69 | $77,984 |
| | Step 3 - Next 12 Months | $29.4887 | $6,767.66 | $81,212 |
| | Step 4 - Next 12 Months | $30.7026 | $7,046.24 | $84,555 |
| | Step 5 - Thereafter | $31.8536 | $7,310.41 | $87,725 |
| | | | | |
| **Grade = 7XX Fire 4** | Step 0 - First 12 Months | $29.3595 | $6,738.00 | $80,856 |
| Positions in this grade: | Step 1 - Next 12 Months | $30.2147 | $6,934.27 | $83,211 |
| Engineer EMT - B | Step 2 - Thereafter | $31.0698 | $7,130.52 | $85,566 |
| | | | | |
| **Grade = 7XX Fire 5** | Step 0 - First 12 Months | $30.2147 | $6,934.27 | $83,211 |
| Positions in this grade: | Step 1 - Next 12 Months | $31.0698 | $7,130.52 | $85,566 |
| Engineer EMT - I | Step 2 - Thereafter | $31.9249 | $7,326.76 | $87,921 |
| | | | | |
| **Grade = 706 Fire 6** | Step 0 - First 12 Months | $32.7087 | $7,506.66 | $90,080 |
| Positions in this grade: | Step 1 - Next 12 Months | $33.5638 | $7,702.90 | $92,435 |
| Engineer EMT - P | Step 2 - Thereafter | $34.4191 | $7,899.18 | $94,790 |
| | | | | |
| **Grade = 7XX Fire 7** | Step 0 - First 12 Months | $31.9249 | $7,326.76 | $87,921 |
| Positions in this grade: | Step 1 - Next 12 Months | $32.7801 | $7,523.04 | $90,276 |
| Captain EMT - B | Step 2 - Thereafter | $33.6352 | $7,719.28 | $92,631 |
| | | | | |
| **Grade = 7XX Fire 8** | Step 0 - First 12 Months | $32.7801 | $7,523.04 | $90,276 |
| Positions in this grade: | Step 1 - Next 12 Months | $33.6352 | $7,719.28 | $92,631 |
| Captian EMT I | Step 2 - Thereafter | $34.4902 | $7,915.50 | $94,986 |
| | | | | |
| **Grade = 709 Fire 9** | Step 0 - First 12 Months | $35.2742 | $8,095.42 | $97,145 |
| Positions in this grade: | Step 1 - Next 12 Months | $36.1293 | $8,291.67 | $99,500 |
| Captain EMT P | Step 2 - Thereafter | $36.9844 | $8,487.91 | $101,855 |
| | | | | |
| **Grade = 7XX Fire 10** | Step 0 - First 12 Months | $34.4902 | $7,915.50 | $94,986 |
| Positions in this grade: | Step 1 - Next 12 Months | $35.3453 | $8,111.75 | $97,341 |
| Battalion Chief - EMT B | Step 2 - Thereafter | $36.2005 | $8,308.02 | $99,696 |
| | | | | |
| **Grade = 7XX Fire 11** | Step 0 - First 12 Months | $35.3453 | $8,111.75 | $97,341 |
| Positions in this grade: | Step 1 - Next 12 Months | $36.2005 | $8,308.02 | $99,696 |
| Battalion Chief - EMT I | Step 2 - Thereafter | $37.0556 | $8,504.27 | $102,051 |
| | | | | |
| **Grade = 712 Fire 12** | Step 0 - First 12 Months | $37.8396 | $8,684.19 | $104,210 |
| Positions in this grade: | Step 1 - Next 12 Months | $38.6947 | $8,880.43 | $106,565 |
| Battalion Chief - EMT P | Step 2 - Thereafter | $39.5498 | $9,076.68 | $108,920 |

| | | | | |
|---|---|---|---|---|
| Based off of Top Step of Firefighter | **DPSST Certification** | **2% Tier 1** | **3% Tier 2** | |
| | (Add to base pay) | 0.5701 | 0.8551 | |
| | | | | |
| | **OR** | | | |
| | | | | |
| | **Educational Incentives** | **BA Degree** | **MA Degree** | |
| | (Add to base pay) | 0.5701 | 0.8551 | |
| | | | | |
| | **Voluntary Fitness Incentive** | **1%** | | |
| | (Add to base pay) | 0.2850 | | |

| Effective 7/1/2023 - 4% COLA (FY 24) | | | | |
|---|---|---|---|---|
| *are NON-Exempt* | | | | |
| **Group/BU Code 4000** | | **Hourly** | **Monthly** | **Annual** |
| **Grade = 701 Fire 1** | Step 0 - First 6 Months | $23.4632 | $5,384.80 | $64,618 |
| Positions in this grade: | Step 1 - Next 6 Months | $24.6821 | $5,664.53 | $67,974 |
| Firefighter EMT - B | Step 2 - Next 12 Months | $25.9663 | $5,959.26 | $71,511 |
| | Step 3 - Next 12 Months | $27.1850 | $6,238.96 | $74,868 |
| | Step 4 - Next 12 Months | $28.4474 | $6,528.69 | $78,344 |
| | Step 5 - Thereafter | $29.6445 | $6,803.42 | $81,641 |
| | | | | |
| **Grade = 702 Fire 2** | Step 0 - First 6 Months | $24.3525 | $5,588.89 | $67,067 |
| Positions in this grade: | Step 1 - Next 6 Months | $25.5714 | $5,868.63 | $70,424 |
| Firefighter EMT - I | Step 2 - Next 12 Months | $26.8556 | $6,163.35 | $73,960 |
| | Step 3 - Next 12 Months | $28.0743 | $6,443.06 | $77,317 |
| | Step 4 - Next 12 Months | $29.3368 | $6,732.78 | $80,793 |
| | Step 5 - Thereafter | $30.5339 | $7,007.52 | $84,090 |
| | | | | |
| **Grade = 703 Fire 3** | Step 0 - First 6 Months | $26.9464 | $6,184.20 | $74,210 |
| Positions in this grade: | Step 1 - Next 6 Months | $28.1652 | $6,463.91 | $77,567 |
| Firefighter EMT - P | Step 2 - Next 12 Months | $29.4494 | $6,758.63 | $81,104 |
| | Step 3 - Next 12 Months | $30.6683 | $7,038.36 | $84,460 |
| | Step 4 - Next 12 Months | $31.9307 | $7,328.09 | $87,937 |
| | Step 5 - Thereafter | $33.1278 | $7,602.83 | $91,234 |
| | | | | |
| **Grade = 7XX Fire 4** | Step 0 - First 12 Months | $30.5339 | $7,007.52 | $84,090 |
| Positions in this grade: | Step 1 - Next 12 Months | $31.4233 | $7,211.64 | $86,540 |
| Engineer EMT - B | Step 2 - Thereafter | $32.3126 | $7,415.74 | $88,989 |
| | | | | |
| **Grade = 7XX Fire 5** | Step 0 - First 12 Months | $31.4233 | $7,211.64 | $86,540 |
| Positions in this grade: | Step 1 - Next 12 Months | $32.3126 | $7,415.74 | $88,989 |
| Engineer EMT - I | Step 2 - Thereafter | $33.2019 | $7,619.83 | $91,438 |
| | | | | |
| **Grade = 706 Fire 6** | Step 0 - First 12 Months | $34.0171 | $7,806.92 | $93,683 |
| Positions in this grade: | Step 1 - Next 12 Months | $34.9064 | $8,011.02 | $96,132 |
| Engineer EMT - P | Step 2 - Thereafter | $35.7958 | $8,215.14 | $98,582 |
| | | | | |
| **Grade = 7XX Fire 7** | Step 0 - First 12 Months | $33.2019 | $7,619.83 | $91,438 |
| Positions in this grade: | Step 1 - Next 12 Months | $34.0913 | $7,823.96 | $93,887 |
| Captain EMT - B | Step 2 - Thereafter | $34.9806 | $8,028.05 | $96,337 |
| | | | | |
| **Grade = 7XX Fire 8** | Step 0 - First 12 Months | $34.0913 | $7,823.96 | $93,887 |
| Positions in this grade: | Step 1 - Next 12 Months | $34.9806 | $8,028.05 | $96,337 |
| Captian EMT I | Step 2 - Thereafter | $35.8698 | $8,232.12 | $98,785 |
| | | | | |
| **Grade = 709 Fire 9** | Step 0 - First 12 Months | $36.6851 | $8,419.24 | $101,031 |
| Positions in this grade: | Step 1 - Next 12 Months | $37.5744 | $8,623.33 | $103,480 |
| Captain EMT P | Step 2 - Thereafter | $38.4638 | $8,827.43 | $105,929 |
| | | | | |
| **Grade = 7XX Fire 10** | Step 0 - First 12 Months | $35.8698 | $8,232.12 | $98,785 |
| Positions in this grade: | Step 1 - Next 12 Months | $36.7591 | $8,436.22 | $101,235 |
| Battalion Chief - EMT B | Step 2 - Thereafter | $37.6486 | $8,640.34 | $103,684 |
| | | | | |
| **Grade = 7XX Fire 11** | Step 0 - First 12 Months | $36.7591 | $8,436.22 | $101,235 |
| Positions in this grade: | Step 1 - Next 12 Months | $37.6486 | $8,640.34 | $103,684 |
| Battalion Chief - EMT I | Step 2 - Thereafter | $38.5379 | $8,844.44 | $106,133 |
| | | | | |
| **Grade = 712 Fire 12** | Step 0 - First 12 Months | $39.3532 | $9,031.55 | $108,379 |
| Positions in this grade: | Step 1 - Next 12 Months | $40.2425 | $9,235.65 | $110,828 |
| Battalion Chief - EMT P | Step 2 - Thereafter | $41.1318 | $9,439.75 | $113,277 |

| Based off of Top Step of Firefighter | **DPSST Certification** | **2% Tier 1** | **3% Tier 2** |
|---|---|---|---|
| | (Add to base pay) | 0.5929 | 0.8893 |

**OR**

| **Educational Incentives** | **BA Degree** | **MA Degree** |
|---|---|---|
| (Add to base pay) | 0.5929 | 0.8893 |

| **Voluntary Fitness Incentive** | **1%** |
|---|---|
| (Add to base pay) | 0.2964 |

| Effective 7/1/2024 - 3% COLA (FY 25) | | | | |
|---|---|---|---|---|
| *All Job Classes are NON-Exempt* | | | | |
| **Group/BU Code 4000** | | **Hourly** | **Monthly** | **Annual** |
| **Grade = 701 Fire 1** | Step 0 - First 6 Months | $24.1671 | $5,546.34 | $66,556 |
| Positions in this grade: | Step 1 - Next 6 Months | $25.4225 | $5,834.47 | $70,014 |
| Firefighter EMT - B | Step 2 - Next 12 Months | $26.7452 | $6,138.03 | $73,656 |
| | Step 3 - Next 12 Months | $28.0006 | $6,426.13 | $77,114 |
| | Step 4 - Next 12 Months | $29.3009 | $6,724.55 | $80,695 |
| | Step 5 - Thereafter | $30.5339 | $7,007.53 | $84,090 |
| | | | | |
| **Grade = 702 Fire 2** | Step 0 - First 6 Months | $25.0831 | $5,756.56 | $69,079 |
| Positions in this grade: | Step 1 - Next 6 Months | $26.3385 | $6,044.69 | $72,536 |
| Firefighter EMT - I | Step 2 - Next 12 Months | $27.6612 | $6,348.25 | $76,179 |
| | Step 3 - Next 12 Months | $28.9166 | $6,636.35 | $79,636 |
| | Step 4 - Next 12 Months | $30.2169 | $6,934.77 | $83,217 |
| | Step 5 - Thereafter | $31.4499 | $7,217.74 | $86,613 |
| | | | | |
| **Grade = 703 Fire 3** | Step 0 - First 6 Months | $27.7548 | $6,369.73 | $76,437 |
| Positions in this grade: | Step 1 - Next 6 Months | $29.0101 | $6,657.82 | $79,894 |
| Firefighter EMT - P | Step 2 - Next 12 Months | $30.3329 | $6,961.39 | $83,537 |
| | Step 3 - Next 12 Months | $31.5883 | $7,249.52 | $86,994 |
| | Step 4 - Next 12 Months | $32.8886 | $7,547.94 | $90,575 |
| | Step 5 - Thereafter | $34.1216 | $7,830.91 | $93,971 |
| | | | | |
| **Grade = 7XX Fire 4** | Step 0 - First 12 Months | $31.4499 | $7,217.74 | $86,613 |
| Positions in this grade: | Step 1 - Next 12 Months | $32.3660 | $7,427.99 | $89,136 |
| Engineer EMT - B | Step 2 - Thereafter | $33.2820 | $7,638.21 | $91,659 |
| | | | | |
| **Grade = 7XX Fire 5** | Step 0 - First 12 Months | $32.3660 | $7,427.99 | $89,136 |
| Positions in this grade: | Step 1 - Next 12 Months | $33.2820 | $7,638.21 | $91,659 |
| Engineer EMT - I | Step 2 - Thereafter | $34.1980 | $7,848.43 | $94,181 |
| | | | | |
| **Grade = 706 Fire 6** | Step 0 - First 12 Months | $35.0376 | $8,041.13 | $96,494 |
| Positions in this grade: | Step 1 - Next 12 Months | $35.9536 | $8,251.35 | $99,016 |
| Engineer EMT - P | Step 2 - Thereafter | $36.8697 | $8,461.60 | $101,539 |
| | | | | |
| **Grade = 7XX Fire 7** | Step 0 - First 12 Months | $34.1980 | $7,848.43 | $94,181 |
| Positions in this grade: | Step 1 - Next 12 Months | $35.1141 | $8,058.68 | $96,704 |
| Captain EMT - B | Step 2 - Thereafter | $36.0300 | $8,268.90 | $99,227 |
| | | | | |
| **Grade = 7XX Fire 8** | Step 0 - First 12 Months | $35.1141 | $8,058.68 | $96,704 |
| Positions in this grade: | Step 1 - Next 12 Months | $36.0300 | $8,268.90 | $99,227 |
| Captian EMT I | Step 2 - Thereafter | $36.9459 | $8,479.09 | $101,749 |
| | | | | |
| **Grade = 709 Fire 9** | Step 0 - First 12 Months | $37.7857 | $8,671.82 | $104,062 |
| Positions in this grade: | Step 1 - Next 12 Months | $38.7017 | $8,882.04 | $106,584 |
| Captain EMT P | Step 2 - Thereafter | $39.6177 | $9,092.25 | $109,107 |
| | | | | |
| **Grade = 7XX Fire 10** | Step 0 - First 12 Months | $36.9459 | $8,479.09 | $101,749 |
| Positions in this grade: | Step 1 - Next 12 Months | $37.8619 | $8,689.31 | $104,272 |
| Battalion Chief - EMT B | Step 2 - Thereafter | $38.7780 | $8,899.55 | $106,795 |
| | | | | |
| **Grade = 7XX Fire 11** | Step 0 - First 12 Months | $37.8619 | $8,689.31 | $104,272 |
| Positions in this grade: | Step 1 - Next 12 Months | $38.7780 | $8,899.55 | $106,795 |
| Battalion Chief - EMT I | Step 2 - Thereafter | $39.6940 | $9,109.77 | $109,317 |
| | | | | |
| **Grade = 712 Fire 12** | Step 0 - First 12 Months | $40.5338 | $9,302.50 | $111,630 |
| Positions in this grade: | Step 1 - Next 12 Months | $41.4498 | $9,512.72 | $114,153 |
| Battalion Chief - EMT P | Step 2 - Thereafter | $42.3657 | $9,722.94 | $116,675 |

| Based off of Top Step of Firefighter | **DPSST Certification** | **2% Tier 1** | **3% Tier 2** | |
|---|---|---|---|---|
| | (Add to base pay) | 0.6107 | 0.9160 | |
| | **OR** | | | |
| | **Educational Incentives** | **BA Degree** | **MA Degree** | |
| | (Add to base pay) | 0.6107 | 0.9160 | |
| | **Voluntary Fitness Incentive** | **1%** | | |
| | (Add to base pay) | 0.3053 | | |

This shall serve as a Memo of Understanding between the City of Ashland and the Ashland Firefighters Association regarding clarification on calculating and building the fire salary schedule. Including, calculating and applying incentive pays and COLAs.

**THE FIREFIGHTER EMT "B" (FF EMT B) IS THE BASELINE PAY RANGE FOR ALL PAY RANGES AND BUILDING CERTIFICATION PAYS.**

**EMT "I" Certification Pay** – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an "add on" to each of the EMT "I "rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule. *Example: 2011 rate 3% of FF EMT B = $21.6173 x 3% = $.6485 EMT I Certification Rate*

**EMT "P" Certification Pay** – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an "add on" to each of the EMT "P" rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule. *Example: 2011 rate 7.25% of FF EMT B = $21.6173 x 7.25% = $1.5673 EMT P Certification Rate*

**FIREFIGHTER EMT "B" - (FF EMT B)**- Take the current rates and steps then multiply the COLA (if any) to each of them in the FIREFIGHTER EMT "B" range. This will establish the baseline for the new range for all groups. Top Step FIREFIGHTER EMT "B" is used in all classifications.
*Example: 2014 Top Step FIREFIGHTER EMT B Rate = FF EMT B $22.7112 x 3% = $23.3925*

**FIREFIGHTER EMT "I"** – Using the FF EMT B pay schedule take each step and add the EMT "I" Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT I Rate with EMT I Certification = FIREFIGHTER EMT B $23.3925 + EMT I Certification Pay $0.6485 = $24.0410*

**FIREFIGHTER EMT "P"** - Using the FF EMT B pay schedule take each step and add the EMT "P" Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT P Rate with EMT P Certification = FIREFIGHTER EMT B $23.3925 + EMT P Certification Pay $2.7486 = $26.1411*

**ENGINEER EMT "B"** – Using top step FF EMT B pay schedule multiply 3% to step 1, Using top step FF EMT B pay schedule multiply 6% to step 2, Using top step FF EMT B pay schedule multiply 9% to step 3. *Example: 2014 Top Step Engineer EMT B Rate = FF EMT B $23.3925 x 9% = $25.4978*

**ENGINEER EMT "I"** – Using the scale from the ENGINEER EMT B and add the EMT "I" Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT I Rate with EMT I Certification = ENGINEER EMT B $25.4978 + EMT I Certification Pay $0.6485 = $26.1463*

**ENGINEER EMT "P"** – Using the scale from the ENGINEER EMT B and add the EMT "P" Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT P Rate with EMT P Certification = ENGINEER EMT B $25.4978 + EMT P Certification Pay $2.7486 = $28.2464*

**CAPTAIN EMT "B"-** Using top step FF EMT B pay schedule multiply 12% to step 1, Using top step FF EMT B pay schedule multiply 15% to step 2, Using top step FF EMT B pay schedule multiply 18% to step 3. *Example: 2014 Top Step CAPTAIN EMT B Rate = FF EMT B $23.3925 x 18% = $27.6032*

**CAPTAIN EMT "I"-** Using the scale from the CAPTAIN EMT B and add the EMT "I" Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT I Rate with EMT I Certification = CAPTAIN EMT B $27.6032 + EMT I Certification Pay $0.6485 = $28.2517*

**CAPTAIN EMT "P"-** Using the scale from the CAPTAIN EMT B and add the EMT "P" Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT P Rate with EMT P Certification = CAPTAIN EMT B $27.6032 + EMT P Certification Pay $2.7486 = $30.3518*

**BATTALION CHIEF EMT "B"-** Using top step FF EMT B pay schedule multiply 21% to step 1, Using top step FF EMT B pay schedule multiply 24% to step 2, Using top step FF EMT B pay schedule multiply 27% to step 3. *Example: 2014 Top Step BATTALION CHIEF EMT B Rate = FF EMT B $23.3925 x 27% = $29.7085*

**BATTALION CHIEF EMT "I"-** Using the scale from the BATTALION CHIEF EMT B and add the EMT "I" Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT I Rate with EMT I Certification = BATTALION CHIEF EMT B $29.7085 + EMT I Certification Pay $0.6485 = $30.3570*

**BATTALION CHIEF EMT "P"-** Using the scale from the BATTALION CHIEF EMT B and add the EMT "P" Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT P Rate with EMT P Certification = BATTALION CHIEF EMT B $29.7085 + EMT P Certification Pay $2.7486 = $32.4571*

**CALCULATING MONTHLY -** For fire staff that follows the firefighter salary schedule, use 242.66 hours. This is based on the hours worked under FLSA. *For example: In 2014 a top step Firefighter EMT B hourly rate was $23.3925, so monthly would calculate to: $23.3925 x 242.66 = $5676.42 or $5676*

# APPENDIX "C"
# HEALTH AND WELFARE BENEFITS

**Section 1. Health and Welfare.** The City agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Retired employees shall be allowed to participate in the existing insurance plan at their own expense to the extent required by state of federal law. The City shall also make available to employees an optional choice to participate in a Flexible Spending Account Program (pretax health premium and health and dependent care expense reimbursement).

**Section 2. Health Insurance.** (includes Vision plan) – Employee and family coverage. Employees will have a choice between two health insurance plans: the base plan that carries a $1,500 annual deductible and premium plan that carries a $500 annual deductible. Employees alone must pay the difference in premiums between the base plan and the premium plan each month by payroll deduction.

**Section 3. Dental Insurance.** Employee and family coverage. Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

**Section 4. Mercy Flights Insurance - Family coverage.**
City paid reimbursement for programs contained in the City's Wellness Program.
Other benefit levels and maximum premium payments by the City shall be as follows:

| | |
|---|---|
| State mandated Life Insurance | $10,000 in life coverage (duty connected only) |
| Standard Life Insurance | $1,000 in coverage |
| Standard Dependent Life Insurance | $1,000/ dependent |
| Salary Continuation Plan (LTD) | 66.67%, Up to $2,000/month |

**Section 5. Physical Fitness Reimbursement.** 50% of membership cost up to a maximum of $120 per year.

**Section 6. Athletic Shoe Reimbursement.** The City will continue to reimburse employees for the cost of athletic shoes for work, up to a maximum of $100. All requests will be submitted to payroll and will be processed as a taxable benefit.

**Section 7. HRA Contribution.** The City will contribute an amount equivalent to 3% of top-step Firefighter earnings per paycheck into an HRA-VEBA account for the employee and their eligible dependents to use for eligible healthcare expenses.

## APPENDIX "D" EDUCATIONAL INCENTIVE PROGRAM

| Education: | Compensation: | | |
|---|---|---|---|
| Bachelor's Degree | 2% | Master's Degree | 3% |

**OR**

| | |
|---|---|
| DPSST Tier 1 | 2% |
| DPSST Tier 2 | 3% |

*Members may only earn one incentive in their permanently assigned rank and may not earn incentives for ranks above or below their current permanently assigned rank. If the member is assigned as FPOC they will continue to earn the incentives they've achieved for their current permanently assigned rank, not the FPOC position.*

| RANK | DPSST CERTIFICATIONS TO QUALIFY FOR INCENTIVE * Revised 7/1/2018 | |
|---|---|---|
| Firefighter | Tier 1 | DPSST NFPA Firefighter I<br>DPPST NFPA Rope Rescue Operations Level<br>DPSST Company Level Inspector |
| | Tier 2 | DPSST Wildland Firefighter Type 2<br>DPPST Wildland Firefighter Type 1 |
| Engineer | Tier 1 | DPSST NFPA Firefighter II<br>DPSST NFPA Fire Instructor I |
| | Tier 2 | DPSST NFPA Rope Rescue – Technician Level<br>DPSST NFPA Apparatus Equipped with Fire Pump |
| Captain | Tier 1 | DPSST Interface/Wildland Engine Boss DPSST<br>NFPA Confined Space Rescue |
| | Tier 2 | DPSST NFPA Fire Officer I DPSST<br>Trench Rescue |
| Battalion Chief | Tier 1 | DPSST NFPA Fire Officer II<br>DPSST NFPA Fire Instructor II |
| | Tier 2 | Fire Officer III<br>RVFCA IMT Strike Team/Task Force Leader |

Effective July 1, 2018 any member not previously receiving DPSST certification pay must obtain the required courses as listed above.

Existing members already receiving DPSST Certification pay under the previous contract incentive structure will be grandfathered into the new contract. DPPSST incentive pay will remain in-place during the term of this contract for those grandfathered members, unless or until, they pursue a higher level of certification under the new incentive structure as stated above.

## APPENDIX "E"
## VOLUNTARY FITNESS INCENTIVE PROGRAM

–**Voluntary Fitness Incentive.** Employees are eligible for incentive pay of 1% for successfully passing the physical agility test each year. Incentive pay of 1% (based off top step fire fighter pay) will be added to the employee's compensation. The same amount will be contributed to a

401(a) account for any members who qualify for the Fitness incentive in the prior year by passing with a time less than 10 minutes.

**Program Details:**
A minimum of three attempts will be set-up by the program coordinator throughout the fiscal year. One hour of comp time will be given for each attempt. Once a candidate passes, no comp time will be allowed for additional attempts during the fiscal year. A candidate may substitute a CPAT test at their own cost and produce a validated card in lieu of participating in the department physical agility test. A candidate may retake the test after filing during the next established testing date in order to pass the physical agility test.

Candidates must pass the physical agility test once during the fiscal year to receive the incentive the following July 1st. All incentive pay becomes effective July 1st the following year regardless of when the candidate achieved a passing score.

**Test Elements:**
Wearing department approved workout clothing, candidate wears turnout jacket and don SCBA. (The candidate will not at any time hook into the SCBA).

1. **Time Starts: Hose stair climb** – Candidate will shoulder a rolled 50'section of 3" and climb stairs at SOU Stadium or equivalent. Once at the top, the roll of 3" will be laid down at specified location and the event will end. (Steps can be skipped on the way up).
2. **Hose Hoist** – A 50' rolled 3" at end of rope will be set at ground level. Candidate will hand over hand pull the rolled 3" up the side of the stadium and over the railing. Event stops when the hose is laid down at specified location and candidate descends the stairs using every stair.
3. **Sled** – Candidate will use a sledgehammer to strike the sled and push it required distance down the track. Event stops when sled reaches required distance.
4. **Attack hose advance** – Candidate will hold nozzle of a charged 1.75' pre-connect and advance it 100' where a cone must be sprayed with water. Event ends when cone is sprayed.
5. **Dummy Drag** – dummy is to be pulled approximately 150' (width of SOU stadium or equivalent) by candidate. Event ends when dummy is drug across the finish line.

**Time Ends.** ** All 5 events must be completed in less than 10 minutes to be eligible for incentive pay.*

## Appendix F
## Purposes for the Use of Sick Leave

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employee was or is in a relationship of in loco parentis, and any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.

- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.

- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.

- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.

- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Contracts for Police and Fire Emergency Dispatch Services with Emergency Communications of Southern Oregon (ECSO) | |
| **From** | Chief Tighe O'Meara<br>Chief Ralph Sartain | Police Chief<br>Fire Chief |
| **Contact** | Tighe.omeara@ashland.or.us 541-552-2142<br>Ralph.sartain@ashland.or.us 541-552-2229 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ | |

**SUMMARY**

Staff is seeking approval of two contracts with Emergency Communications of Southern Oregon (ECSO). One contract for the police department (APD), and one for the fire department (AFR).

**POLICIES, PLANS & GOALS SUPPORTED**

N/A

**BACKGROUND AND ADDITIONAL INFORMATION**

Prior to 2003 the City of Ashland maintained an in-house 911 dispatch center. Since 2003 the City has contracted with an outside agency to provide consolidated dispatch services. At first the City contracted with the City of Medford. In approximately 2009 Medford dispatch operations combined with the County's dispatch operations and together they became Emergency Communications of Southern Oregon (ECSO). All 911 calls in Jackson County go to ECSO, and all emergency services (except for Oregon State Police) are dispatched by ECSO. Having one regional dispatch center, as we have with ECSO, represents the most cost effective and efficient way to handle emergency and first responder communications.

The APD as well as AFR, contract with ECSO for emergency dispatch services. There is no viable option other than ECSO available to fulfill this role currently. The language of the contract for 2022-2023 remains the same. As such, staff is seeking Council's approval of an amendment for both the police department and the fire department contracts with ECSO. The approval of this amendment extends the City's contracts with ECSO through June 30, 2023.

Previous user fees for police and fire combined:

| | |
|---|---|
| FY23 | $709,206.56 |
| FY22 | $688,812.20 |
| FY21 | $668,749.71 |
| FY20 | $668,749.71 |
| FY19 | $649,271.56 |
| FY18 | $630,360.74 |

**FISCAL IMPACTS**

The contract between the police department and ECSO will cost the city $506,500.70 and is budgeted for in the current budget. The contract between the fire department and ECSO will cost the city is $224,260.16 and is budgeted for in the current budget.

**DISCUSSION QUESTIONS**

N/A

**SUGGESTED NEXT STEPS**

Staff requests Council approve both contracts.
I move for Council approves contracts between the police department and ECSO and the fire department and ECSO.

**REFERENCES & ATTACHMENTS**

Amendment to contract between ECSO and the Ashland Police Department
Amendment to contract between ECSO and Ashland Fire & Rescue
User Fee schedule

Amendment No. 5 to

ECSO User Agreement

This AMENDMENT No. 5 to the ECSO User Agreement dated October 18, 2018 (the "contract") between Ashland Police Department ("Agency") and Emergency Communications of Southern Oregon ("ECSO") is effective July 1, 2023.

AMENDMENT

1. Defined terms used but not defined in this Amendment are as defined in the Contract.
2. Exhibit "C" of the Contract is hereby deleted and replaced by Exhibit C attached hereto.

Except as expressly modified by this Amendment, the terms and conditions of the Contract remain in full force and effect.

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON:

By: _____

Date: May 31, 2023

Title: Director

ASHLAND POLICE DEPARTMENT

By: _____

Title: _____

# EXHIBIT "C"
## ECSO FY 2023/2024
## USER FEES

| | | |
|---|---|---|
| BLM | $ | 7,550.43 |
| BLM - Law | $ | 7,550.43 |
| Butte Falls Fire | $ | 3,765.32 |
| Butte Falls Police | $ | 7,550.43 |
| Crater Lake National Park | $ | 15,664.44 |
| Greensprings Fire | $ | 7,550.43 |
| Jackson County Airport | $ | 15,664.44 |
| Jackson County Roads | $ | 7,550.43 |
| Jackson County Services | $ | 7,550.43 |
| Lake Creek Rural Fire | $ | 7,550.43 |
| ODF | $ | 7,550.43 |
| Community Justice | $ | 7,550.43 |
| Prospect Fire | $ | 7,550.43 |
| SOU | $ | 15,664.44 |
| US Forest Service | $ | 7,550.43 |
| | | |
| Ashland Fire | $ | 224,260.16 |
| Ashland Police | $ | 506,500.70 |
| Central Point Police | $ | 313,568.86 |
| Eagle Point Police | $ | 162,779.44 |
| Evans Valley Fire #6 | $ | 26,013.49 |
| Jackson County Sheriff | $ | 1,471,999.56 |
| Jacksonville Fire | $ | 31,512.25 |
| Jacksonville Police | $ | 73,927.98 |
| JCFD #1 | $ | 74,777.16 |
| JCFD #3 | $ | 460,940.65 |
| JCFD #4 | $ | 51,965.67 |
| JCFD #5 | $ | 171,636.68 |
| JCFD #9 | $ | 52,056.83 |
| Medford Fire | $ | 747,052.85 |
| Medford Police | $ | 1,544,561.78 |
| Phoenix Police | $ | 78,893.45 |
| Rogue River Police | $ | 39,831.04 |
| Talent Police | $ | 96,547.53 |

Amendment No. 5 to

ECSO User Agreement

This AMENDMENT No. 5 to the ECSO User Agreement dated October 18, 2018 (the "contract") between Ashland Fire Department ("Agency") and Emergency Communications of Southern Oregon ("ECSO") is effective July 1, 2023.

AMENDMENT

1. Defined terms used but not defined in this Amendment are as defined in the Contract.
2. Exhibit "C" of the Contract is hereby deleted and replaced by Exhibit C attached hereto.

Except as expressly modified by this Amendment, the terms and conditions of the Contract remain in full force and effect.

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON:

By: _____

Date: May 31, 2023

Title: Director

ASHLAND FIRE DEPARTMENT

By: _____

Title: Fire Chief

# EXHIBIT "C"
## ECSO FY 2023/2024
## USER FEES

| | | |
|---|---|---|
| BLM | $ | 7,550.43 |
| BLM - Law | $ | 7,550.43 |
| Butte Falls Fire | $ | 3,765.32 |
| Butte Falls Police | $ | 7,550.43 |
| Crater Lake National Park | $ | 15,664.44 |
| Greensprings Fire | $ | 7,550.43 |
| Jackson County Airport | $ | 15,664.44 |
| Jackson County Roads | $ | 7,550.43 |
| Jackson County Services | $ | 7,550.43 |
| Lake Creek Rural Fire | $ | 7,550.43 |
| ODF | $ | 7,550.43 |
| Community Justice | $ | 7,550.43 |
| Prospect Fire | $ | 7,550.43 |
| SOU | $ | 15,664.44 |
| US Forest Service | $ | 7,550.43 |
| | | |
| Ashland Fire | $ | 224,260.16 |
| Ashland Police | $ | 506,500.70 |
| Central Point Police | $ | 313,568.86 |
| Eagle Point Police | $ | 162,779.44 |
| Evans Valley Fire #6 | $ | 26,013.49 |
| Jackson County Sheriff | $ | 1,471,999.56 |
| Jacksonville Fire | $ | 31,512.25 |
| Jacksonville Police | $ | 73,927.98 |
| JCFD #1 | $ | 74,777.16 |
| JCFD #3 | $ | 460,940.65 |
| JCFD #4 | $ | 51,965.67 |
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| JCFD #9 | $ | 52,056.83 |
| Medford Fire | $ | 747,052.85 |
| Medford Police | $ | 1,544,561.78 |
| Phoenix Police | $ | 78,893.45 |
| Rogue River Police | $ | 39,831.04 |
| Talent Police | $ | 96,547.53 |

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Contract for an Electric System Master Plan with Stoddard Power Systems, LLC | |
| **From** | Thomas McBartlett III | Electric Utility Director |
| **Contact** | Thomas.mcbartlett@ashland.or.us 541-488-5357 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐ | |

**SUMMARY**

Approval is being requested to enter into a contract for an **Electric System Master Plan** at a cost of $78,159.00. A formal competitive sealed proposal (Request for Proposal) is the required sourcing method for an acquisition of this type (Personal Services) greater than $75,000.00. The City's intent is to award a contract to the highest ranked proposer, Stoddard Power Systems, LLC.

**POLICIES, PLANS & GOALS SUPPORTED**

- Climate Energy Action Plan execution
- Quality infrastructure and facilities through timely maintenance and community investment

**BACKGROUND AND ADDITIONAL INFORMATION**

A formal RFP (Request for Proposal) was facilitated, and the City received three (3)proposals in response to the RFP. The proposals were evaluated in accordance with the evaluation process and criteria outlined in the RFP and the City's intent is to award a public contract to the highest ranked proposer.

In accordance with AMC 2.50.070(2), this contract exceeds delegated authority and thus requires Council approval. In accordance with AMC 2.50.090 and AMC 2.50.120(A), a formal Competitive Sealed Proposal (Request for Proposal) is required to acquire personal services exceeding $75,000.00.

Please refer to the attached solicitation – Request for Proposals – for the scope of services.

**FISCAL IMPACTS**

The Electric Utility Department has funds budgeted for this project.

**DISCUSSION QUESTIONS**

**SUGGESTED NEXT STEPS**

Staff recommends award of a contract for the Electric System Master Plan services to the highest ranked proposer, Stoddard Power Systems, LLC.

**REFERENCES & ATTACHMENTS**

Evaluation Summary
Request for Proposal – Electric System Master Plan

**City of Ashland**
**Request for Proposal**
**ELECTRIC SYSTEM MASTER PLAN**
**Evaluation Summary**
**July 7, 2023**

| Evaluation Criteria | Points | ELCON ASSOCIATES INC. | | | ENERNEX, LLC | | | STODDARD POWER SYSTEMS, LLC | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | #1 | #2 | #3 | #1 | #2 | #3 | #1 | #2 | #3 |
| **Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)** | **5** | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| **Qualifications and Experience** | **30** | 25 | 20 | 25 | 20 | 20 | 20 | 28 | 30 | 30 |
| **Task List & Timeline** | **25** | 25 | 25 | 25 | 15 | 10 | 10 | 25 | 25 | 25 |
| **References** | **10** | 8 | 10 | 7 | 5 | 5 | 9 | 10 | 10 | 10 |
| **Contractual Terms and Conditions** | **5** | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| **SUBTOTAL** | **75** | 68 | 65 | 67 | 50 | 45 | 49 | 73 | 75 | 75 |
| **Cost Proposal** | **25** | 25 | 25 | 25 | 2.61 | 2.61 | 2.61 | 21.1 | 21.1 | 21.1 |
| **TOTAL** | **100** | **93** | **90** | **92** | **52.61** | **47.61** | **51.61** | **94.1** | **96.1** | **96.1** |

| Cost Proposals | | | | |
|---|---|---|---|---|
| Elcon Associates, Inc. | $65,950.00 | $65,950.00 | 100% | 25 Points |
| Enernex, LLC | $632,314.00 | $65,950.00 / $632,314.00 | 10.43% | 2.61 Points |
| Stoddard Power Systems, LLC | $78,159.00 | $65,950.00 / $78,159.00 | 84.38% | 21.1 Points |

CITY OF
ASHLAND

# Request for Proposals

# ELECTRIC SYSTEM MASTER PLAN

**Date of Release: May 24, 2023**

**Proposals are due by: 2:00:00 PM (PST), Tuesday, June 27, 2023**


| | |
|---|---|
| **Contracting Agency:** | **City of Ashland** |
| **Sole Point of Contact:** | **Kari Olson** |
| **Title:** | **Purchasing Specialist** |
| **Address:** | **City of Ashland**<br>**90 N. Mountain Avenue**<br>**Ashland, OR 97520** |
| **Telephone:** | **(541) 488-5354** |
| **Fax:** | **(541) 488-5320** |
| **Email:** | **kari.olson@ashland.or.us** |

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EXHIBIT C – PERSONAL SERVICES AGREEMENT

**PUBLIC NOTICE:**

CITY OF ASHLAND

**Request for Proposals**

# Electric System Master Plan

**Proposals are due by 2:00:00 PM (PST), Tuesday, June 27, 2023**

The City of Ashland is requesting written proposals from qualified engineering firms for professional services to complete an **Electric System Master Plan** for the City's electric utility.

The City intends to enter into a contract with the highest ranked proposer for the proposed timeline required to complete the Electric System Master Plan.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

**The REQUEST FOR PROPOSALS is available online at www.ashland.or.us** Log on to the City's website, scroll down the home page to **Online City Services** and click on "**Proposals, Bids and Notifications**". Locate the public notice and click on "**REQUEST BID PACKET**" (beneath the public notice). Log into the system and download the solicitation documents. You will need to log into the system each time you would like to download the solicitation documents and any subsequently issued addenda.

In accordance with AMC Section 2.50.080, Competitive sealed proposals may be available online, but applicants will NOT be able to submit their proposals and/or responses online. Proposals must be delivered in hard copy form to the City in accordance with the requirements outlined in the RFP. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Contract terms, conditions and specifications may be reviewed in the City of Ashland, Purchasing Office, located at 90 N. Mountain, Ashland, Oregon.

**Deadline for submitting questions is 5:00:00 PM (PST), Friday, June 16, 2023.**

Sealed proposals must be received by **2:00:00 PM (PST), Tuesday, June 27, 2023,** by Kari Olson, Purchasing Specialist in the City of Ashland, Purchasing Office located at 90 N. Mountain Avenue, Ashland OR 97520. The proposals will be opened at **2:00:00 PM (PST), Tuesday, June 27, 2023,** and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Kari Olson
Purchasing Specialist
City of Ashland, Oregon
Kari.olson@ashland.or.us
Tel: 541-488-5354

Published: **May 24, 2023**

CITY OF ASHLAND

**Request for Proposals**

# Electric System Master Plan

**May 24, 2023**

## ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting written proposals from qualified engineering firms for professional services to complete an **Electric System Master Plan** for the City's electric utility.

The City intends to enter into a contract with the highest ranked proposer for the proposed timeline required to complete the Electric System Master Plan.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

## ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence and questions pertaining to this Request for Proposals (RFP) shall **ONLY** be directed to:

| | |
|---|---|
| **Name:** | **Kari Olson** |
| **Title:** | **Purchasing Specialist** |
| **Address:** | **City of Ashland**<br>**90 N. Mountain Avenue, Ashland, OR 97520** |
| **Telephone:** | **541-488-5354** |
| **Fax:** | **541-488-5320** |
| **Email:** | **Kari.olson@ashland.or.us** |

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

## OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

**Proposals are due by:** **2:00:00 PM (PST), Tuesday, June 27, 2023**

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

## OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

| ACTIVITY | DATE |
|---|---|
| **Request for Proposals Released** | May 24, 2023 |
| **1st Public Notice** | May 24, 2023 |
| **Deadline for Submitting Questions and Requests for Additional Information** | **5:00:00 PM (PST), Friday, June 16, 2023** |
| **RFP Protest Period Ends** | 5:00:00 PM (PST), Monday, April 10, 2023 |
| **DUE DATE AND TIME** (Note: Proposals **must** be received prior to the due date and time.) | **2:00:00 PM (PST), Tuesday, June 27, 2023** Location: City of Ashland, Purchasing Office 90 N. Mountain, Ashland, OR 97520 |
| **Evaluation Process** | **June 28 – July 6, 2023** |
| **Contract Recommendation** | Upon completion of evaluation process |
| **Notice of Intent to Award Announcement** | (7) Days prior to executing contract |
| **Award Protest Period Ends** | (7) Days after Notice of Intent to Award is released |
| **Contract Recommendation Presented to City Council for Final Approval** | **July 18, 2023** |
| **Contract Award** | Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement |
| **Services intended to begin** | Upon receiving a fully executed contract |

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

## QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** to the **Sole Point of Contact** identified on page 4 of the RFP
- Reference the name of the RFP
- Identify the proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e., page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

**OAR 137-047-0260(2)(a)(F) Addenda** The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the

last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

**ORS 279B.405 Protest Solicitation Process** A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:

- Be delivered to the **Sole Point of Contact** identified on page 4 via email, facsimile, hard copy
- Reference the name of the RFP
- Identify prospective proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

**OAR 137-047-0440 Pre-Closing Modification or Withdrawal of Offers** A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

**OAR 137-047-0460 Late Offers, Late Withdrawals and Late Modifications**
Any proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

**Proposal Acceptance** Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded resulting from this RFP.

**ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement** The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or

suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

**Collusion** By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

**Disputes** In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Ashland shall be final and binding upon all parties.

**Clarification of Responses** The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a proposal.

**References** The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

**Recyclable and Recycled Products** Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

**ORS 279A.125** The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non- recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

**ORS 282.210** All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

**ORS 279B.060(2)(g)** If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

**ORS 279B.060(6)(a) Opening Procedures** Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

**OAR 137-047-0260(2)(a)(E) Certification of Nondiscrimination** Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract. The Certificate of Compliance attached as **Exhibit B**, is required to be

signed and included with your proposal.

**ORS 279B.060(6)(b) Proprietary Information (Trade Secrets)** Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

The scope of services and cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each proposer to consult with its own legal counsel regarding disclosure issues.

If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

If applicable, the proposer shall submit a **redacted version of its proposal** if the proposal being submitted in response to this RFP contains trade secrets.

**ORS 279B.060(13) Notice of Intent to Award a Public Contract** The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

**ORS 279B.060(14) Contract Award** The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in this Request for Proposals, and any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS 279A.128 and, when applicable, the outcome of any negotiations authorized by this Request for Proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

**ORS 279B.410 Protest of Contract Award** A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

**ORS 279B.060(2)(h) Contractual Terms and Conditions** The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in this Request for Proposals. The City of Ashland reserves the right to negotiate the contractual

terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

**Insurance Certificates** The Contractor will be required to provide and maintain ALL required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

## Additional Terms

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

## SCOPE OF SERVICES

The City of Ashland is requesting written proposals from qualified engineering firms for professional services to complete an **Electric System Master Plan** for the City's electric utility.

The following is a general **description of the scope of services** for the City's Electric System Master Plan. A more detailed scope of services may be developed with the highest ranked proposer.

**Information the City will provide is as follows:**

- Known urban growth information.
- BPA load data
- Available transformer data
- Available pole data
- Available underground cable data
- Available meter and SCADA data
- Available DER data
- Relevant technical information from the City's electrical engineering firm

**Electric System Master Plan responsibilities and deliverables to be provided are as follows:**

1. Load forecasting for future growth needs

2. Seasonal load shift data to identify areas of concern

3. Major electrical infrastructure replacement schedule

4. Transformer inventory review and replacement schedule

5. Pole inventory review and replacement schedule

6. Underground cable inventory review and replacement schedule

7. Electric meter system replacement schedule and future system advisory

8. System situational awareness advisory and monitoring to maintain optimal operations.

9. Opportunities and barriers for adding renewables (e.g., solar, wind, hydro, etc.).

10. Evaluate system readiness for moderate to high adoption of EVs (i.e., residential and commercial electric vehicle charging stations) and fuel switching (e.g., gas appliances to electric appliances).

11. Projected rate impacts for all capital improvement recommendations

12. Recommendations for integration of the City's **Climate and Energy Action Plan** in the Electric System Master Plan https://ashlandor.org/climate-energy/climate-plan/

13. Recommendations for integration of the City's **Wildfire Mitigation Plan** in the Electric System Master Plan https://edocs.puc.state.or.us/efdocs/HAQ/ro14haq91017.pdf

**Close-out tasks to be provided as follows:**

1. Prepare draft of Electric System Master Plan for City staff review.

    - Email draft to the Electric Director, Thomas McBartlett III. Thomas.mcbartlett@ashland.or.us

    - The draft will be reviewed internally by City staff.

    - Additional information and/or revisions and/or services may be requested for the development of the Electric System Master Plan at this time, which may require an amendment (i.e., increase in SOW and compensation) to the contract.

    - Prepare final draft of the Electric System Master Plan.

2. Schedule and facilitate an in-person review of the final draft of the Electric System Master Plan with the City's Electric Director, Thomas McBartlett III.

3. Present the final draft of the Electric System Master Plan to the City Council. Assist City staff, as needed, to obtain the City Council's approval and adoption of the proposed Electric System Master Plan.

## PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposal must contain and be organized in accordance with the following section titled Proposal Contents. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

### Letter of Introduction / Cover Page

- ✓ Include a letter of introduction addressed to **Thomas McBartlett III, Electric Director** and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

### Table of Contents

- ✓ Include a clear identification of the material by section and by page number.

### Proposal Submission Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A.**

### Qualifications and Experience

- ✓ Describe your **firm's experience** specifically **creating Electric System Master Plans** for electric utilities **.** Include the name, location, client entity, and year the Electric System Master Plans were created for each of the utilities.

- ✓ Provide the **names and titles of each person**, their specific qualifications, credentials, level of experience (practical and educational), and number of years' experience that will be assigned to the City's project.

- ✓ Provide **proof of licenses** required to practice in the State of Oregon.

### Task List &Timeline

- ✓ Provide the **task list & timeline** being proposed to complete the scope of services.

  (Note: The City Council meetings occur on the first and third Tuesdays of each month, excluding holidays.)

## References

- ✓ Provide a **minimum of three (3) references** the proposer has/is currently providing these types of professional services. The City reserves the right to verify these references.

  Include the following information for each reference:
  - Name of agency
  - Contact name of individual who can verify your performance.
  - Telephone number
  - Email address
  - Identify the services that were provided for each reference.

## Contractual Terms and Conditions

The highest ranked proposer will enter into an agreement with the City of Ashland, Oregon, *in a form substantially similar to* that attached hereto as **Exhibit C**.

- ✓ Indicate acceptance of the City's contract provisions found in the **Personal Services Agreement** attached as **Exhibit C** or suggest reasonable alternatives that do not substantially impair the City's rights under the agreement. Some contract terms and conditions may be negotiable.

- ✓ The **Certificate of Compliance** attached as **Exhibit B**, is required to be signed and included with your proposal.

## Cost Proposal

**IMPORTANT:** The Cost Proposal (fee schedules, including any alternative pricing options) are to be **submitted separately from the technical proposal in a sealed envelope** marked "COST PROPOSAL" per the submission instructions on page 16.

- ✓ Provide **detailed costs by task** and the **total proposed cost** to complete the project. Any and all costs for travel, lodging and meals, will preferably be at federal per diem rates. The City understands if the scope of services is further developed with the successful proposer, there may be additions or deletions to the cost at that time.

  **Note:** For ease in preparing the detailed cost proposal, you are welcome to add the costs and total amount to your Task List & Timeline and submit the version with the associated costs separately with your cost proposal.

- ✓ Provide **hourly rate fee schedule**.

## Trade Secrets (if applicable)

- ✓ If applicable, the proposer shall submit a **redacted version of its proposal** if the proposal being submitted in response to this RFP contains trade secrets.

**IMPORTANT:** Proposals become **public information** after the City releases a Notice of Intent to Award a Public Contract. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

## PROPOSAL SUBMISSION REQUIREMENTS

The **complete written proposal** is to be submitted with **multiple copies** as follows:

**TECHNICAL PROPOSAL**

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

**COST PROPOSAL**

**Cost proposal must be submitted separately from the technical proposal in a sealed envelope as follows:**

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

The complete proposal, including the additional copies, are to be submitted in a single **SEALED ENVELOPE** (or box) labeled as follows and received at the following address:

**Kari Olson**
**Purchasing Specialist**
**City of Ashland**
**90 N. Mountain Avenue**
**Ashland, OR 97520**

**Contents:** **Request for Proposal**
**ELECTRIC SYSTEM MASTER PLAN**
**Due by: 2:00:00 PM (PST), Tuesday, June 27, 2023**

**Please note: Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your method of shipment will arrive prior to the due date and time.**

**DUE DATE AND TIME:**

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Tuesday, June 27, 2023.** Late proposals will **not** be considered. Faxed or emailed proposals will **not** be considered.

**Period of Irrevocability**

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

## EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in this Request for Proposals. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on page 4 of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.

The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

## EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

| EVALUATION CRITERIA | POINTS |
|---|---|
| **Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)** | 5 |
| **Qualifications and Experience** | 30 |
| **Task List & Timeline** | 25 |
| **References** | 10 |
| **Contractual Terms and Conditions** | 5 |
| **SUBTOTAL** | **75** |
| **Cost Proposal** | 25 |
| **TOTAL** | **100** |

# EXHIBIT A

**Request for Proposals**
## ELECTRIC SYSTEM MASTER PLAN
**May 24, 2023**

## Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **Electric System Master Plan**, released on May 24, 2023. The proposer warrants that the proposer has carefully reviewed the RFP and that this proposal represents the proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. ___, __, ___, ___, ___ to this RFP.

| | |
|---|---|
| **Full legal name of company:** | |
| **Principle owner's name:** | |
| **Business Address:** | |
| **State and location of company headquarters:** | |
| **Year business established:** | |
| **Telephone Number:** | |
| **Fax Number:** | |
| **Email Address:** | |
| **Authorized Signature:** | |
| **Printed/Typed Name:** | |
| **Title:** | |
| **Date:** | |

# EXHIBIT B

## Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By:_____
Signature

_____
Print Name

Title:_____

Date: _____

# EXHIBIT C
# PERSONAL SERVICES AGREEMENT

| | |
|---|---|
| CITY OF ASHLAND<br>20 East Main Street<br>Ashland, Oregon 97520<br>Telephone: 541/488-XXXX<br>Fax: 541/552-XXXX | CONSULTANT:<br><br>CONTACT:<br><br>ADDRESS:<br><br>TELEPHONE: |

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXX, a domestic professional corporation or limited liability company ("hereinafter "Consultant"), for (description of services to be provided.).

**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 XXXXXXXXX.
2. **Scope of Work:** Consultant will provide (description of services to be provided) as more fully set forth in the Consultant's Proposal dated XXXXXXXXX, which is attached hereto as "Exhibit X" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
3. **Compensation:** City shall pay Consultant the sum of **$XXXXXXXX (this amount may be an hourly rate OR a lump sum - write out amount in long form here, e.g., two hundred thousand and eighty-five dollars)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **$XXXXXXXXXX (write out amount in long form here)** 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 thirty (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.
4. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary 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.

5. **All Costs Borne by Consultant:** Consultant shall, at its own risk, 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.

6. **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 services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.

7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.

8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

9. **Data Safeguards:**
   a. Consultant shall access, store, and use Confidential Information solely for the purpose of providing the Work required by this Contract.
   b. Consultant shall maintain physical, technical, and administrative safeguards to protect Confidential Information against unauthorized access.
   **c.** Contractor shall not disclose Confidential Information to any third parties other than Contractor's employees or approved subcontractors who have a legitimate need to access such Confidential Information and solely for the purpose of providing the Work, and only if such third parties are bound by confidentially and non-disclosure provisions no less restrictive than those set out in this Contract, including compliance with all applicable laws and regulations.

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, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross 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 thirty (30) days' prior written notice delivered by certified mail or in person.
   c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
      i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
      ii. If federal or state regulations or guidelines are modified, changed, or interpreted in

such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work 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 of 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 documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
    a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
    b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence. This is to cover any damage caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
    c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
    d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
    e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (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. Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

**If to the City:**
City Department
Attn: Contract Administrator
Address
Ashland, Oregon 97520

**With a copy to:**
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

**If to Consultant:**
XXXXXXX
XXXXXXXXX
XXXXXXXXX

**19. Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of

the other party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate this choice of venue.

20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.

21. **Nonappropriations Clause**. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. 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.

23. **Certification**. Consultant agrees to and shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**CITY OF ASHLAND:**

By: _____
Joseph L. Lessard, City Manager

_____
Date

Purchase Order No. _____

**XXXXXXXX (CONSULTANT):**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

(**W-9** is to be submitted with this signed Agreement)

**APPROVED AS TO FORM:**

_____
City Attorney

_____
Date

STODDARD POWER SYSTEMS

1600 Valley River Drive, Suite 380 ■ Eugene, OR 97401 ■ Phone (541)-228-9353

June 23, 2023

Thomas McBarlett III
Electric Director
City of Ashland
90 N. Mountain Avenue,
Ashland, OR 97520

Attn: Mr. Thomas McBarlett

Subject: Electrical Engineering Services for Electrical System Master Plan

Stoddard Power Systems, LLC (SPS) is pleased to provide the attached engineering proposal for the 10-year planning master plan for the City's electric utility in accordance with the City of Ashland request for proposal.

SPS is a small, Oregon based consulting firm with consulting engineers having many years of experience providing services to municipal utilities. We hope you get an opportunity to speak with some of our utility client references to find out more about us and the expertise and customer service we can bring to you.

Please direct any questions regarding our proposal to Martin Stoddard per the following:

***Martin Stoddard, P.E.***
Principal - Stoddard Power Systems, LLC
1600 Valley River Drive - Suite 380
Eugene, OR 97401
Office: 541-228-9353
Cell: 541-250-5646
martin.stoddard@stoddardpower.com

We appreciate the opportunity to be of service to the City of Ashland. We look forward to hearing from you and hope to meet you in person in the near future.

Sincerely,

Martin Stoddard, P.E.
*Stoddard Power Systems, LLC*

Enclosure

Original Copy.

# EXHIBIT A

**Request for Proposals**
## ELECTRIC SYSTEM MASTER PLAN
**May 24, 2023**

## Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **Electric System Master Plan,** released on May 24, 2023. The proposer warrants that the proposer has carefully reviewed the RFP and that this proposal represents the proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: MM

The proposer hereby acknowledges receipt of Addendum Nos. 1, 2, ____, ___, ___to this RFP.

| | |
|---|---|
| **Full legal name of company:** | Stoddard Power Systems |
| **Principle owner's name:** | Martin Stoddard |
| **Business Address:** | 1600 Valley River Drive, Suite 380<br>Eugene, Oregon 97401 |
| **State and location of company headquarters:** | Eugene, Oregon |
| **Year business established:** | 2021 |
| **Telephone Number:** | 541 228 9353 |
| **Fax Number:** | N/A |
| **Email Address:** | martin.stoddard@stoddardpower.com |
| **Authorized Signature:** | MSB |
| **Printed/Typed Name:** | Martin Stoddard |
| **Title:** | Principle Engineer, President |
| **Date:** | 06/23/2023 |

STODDARD
POWER SYSTEMS

# TECHNICAL PROPOSAL FOR ELECTRICAL SYSTEM MASTER PLAN

## For City of Ashland, Oregon

**Date:** 06/23/2023

**By:**
Martin Stoddard, President
Stoddard Power Systems

Original Copy

1600 VALLEY RIVER DRIVE, SUITE 380 ■ EUGENE, OR 97401 ■ PHONE (541)-228-9353

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# SECTION 1: INTRODUCTION

## 1.1 Project Understanding

The City of Ashland (City) is seeking proposals for developing an electrical master plan for the City's electric utility. The City serves customers from three step-down substations - Ashland, Mountain Avenue, and Oak Knoll, with a total of 10 feeders currently serving approximately 13,000 customers (meters). Mountain Avenue Substation was recently purchased by the City from BPA. The other two substations are owned by PacifiCorp. In the past ten years, the City has implemented various upgrades to the system but significant growth from new developments along with the age of some of the electric assets has resulted in the need for an evaluation to determine prioritized improvements to allow the system to serve the City's customers while supporting growth without overstressing components.

This proposal is organized based on the required submittal contents. Section 1 presents our understanding of the project. Section 2 summarizes our experience and qualifications and describes the structure of our project team. Section 3 describes the scope of work (task list) and timeline to complete the Electrical System Master Plan. Section 4 provides similar projects performed by the project team and their associated references. Section 5 introduces our assumptions and cost estimate.

## 1.2 Company Profile

Stoddard Power Systems, LLC (SPS) is a Veteran Owned Small Business home based in Eugene, Oregon serving power generation, utility, industrial, and heavy commercial customers throughout the United States. Our staff consists of a group of professional engineers (licensed in Washington, Oregon, Alaska, Florida, California, Montana, Idaho, New Mexico, and Texas) and power systems experts with many decades of experience. Stoddard Power Systems offers a variety of electrical engineering services including power system design, electrical analysis and studies, troubleshooting, failure analysis, controls, and more. Our team is proficient in all elements of utility engineering services including substation design, distribution design (overhead and underground), transmission design, protective relaying, planning studies, risk mitigation plans, power factor correction, interconnect studies, power systems analysis, and SCADA design and integration.

# SECTION 2: QUALIFICATIONS

## 2.1 Qualifications

Stoddard Power Systems is a qualified engineering firm providing consulting services to utility and other clients. We regularly provide system planning analysis for utility clients. Our typical approach includes an early comprehensive review with the customer to ensure a clear project definition and expectations. For this project the objective is well defined as evaluating the existing electrical system, load forecast, and major equipment inventory to develop a system improvement/upgrade plan. Additionally, our engineers have many years of experience providing system planning studies and engineering services directly to the City of Ashland and we will be able to begin the project with an extensive knowledge of the City's system. However, we will also take this opportunity to take a fresh look at the City's infrastructure and needs to ensure the recommendations presented are optimized for the current and expected needs.

## 2.2 Project Staffing

Our project team will consist of the following personnel with their specific roles and expected project utilization. Resumes of significant team members are included in Appendix (Section 7). We do not anticipate services from any sub-consultants.

**Martin Stoddard, P.E.** (10%) – Project Manager, Engineer of Record.

**Jiajia Song, P.E.** (50%) – Lead Project Engineer.

**Jerry Witkowski, P.E.** (30%) – Project Engineer.

**Staff Designer/Drafter/Admin** (10%) – Document Drafting and Assembly

**Note**: Engineers' credential, experience, and proof of license (PE Licence No.) is provided in the personal resume in Appendix B.

*Table 1: Project Team Structure*

| | | |
|---|---|---|
| **Project Manager / Engineer of Record**<br>Martin Stoddard, P.E.<br>Stoddard Power Systems<br>*10% allocated to project* | | |
| Administrative | Electrical Engineers | Sub-Consulting Engineers |
| **Design/Drafting/Admin**<br>General Office Staff<br>Stoddard Power Systems<br>*10% allocated to project* | **Lead Project Engineer**<br>Jiajia Song, P.E.<br>Stoddard Power Systems<br>*50% allocated to project* | --- |
| | **Project Engineer**<br>Jerry Witkowski, P.E.<br>Stoddard Power Systems<br>30% *allocated to project* | --- |

# SECTION 3: RELEVANT EXPERIENCE

## 3.1 Experience

SPS currently is the on-call engineering service provider to several municipal utilities and electrical cooperatives. The table below lists and describes several recent projects with scope elements similar to the City's project. This is a small subset of recent relevant projects completed by our engineers. Additional project examples can be provided upon request.

*Table 2: List of Related Experience*

| Project Name | Project Description |
|---|---|
| *City of Bandon*<br>***10-Years System Planning Study [Emphasis*: System Planning Study]**<br>**Client:** Jim Wickstrom, City of Bandon, Electric Department<br>555 US-101,<br>Bandon, OR 97411<br>541-347-2437 x 233<br>**PM:** Martin Stoddard<br>**Engineers:** Jiajia Song | **Description:** The engineers at SPS are performing an electrical system evaluation and developing an orderly and economical improvement plan for the City. The evaluation and capital improvement plan is intended to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria.<br>**Date Completed:** Ongoing, to be completed in December 2023. |
| *City of Drain*<br>***10-Years System Planning Study [Emphasis*: System Planning Study]**<br>**Client:** Harold Burris, City of Drain, Electric Department<br>129 West C Avenue<br>Drain, OR 97435<br>541-836-2037<br>**PM:** Martin Stoddard<br>**Engineers:** Jerry Witkowski, Jiajia Song | **Description:** The engineers at SPS performed an electrical system evaluation and developed an orderly and economical improvement plan for the City. The evaluation and capital improvement plan was developed to help the City ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that would allow the City to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements that will provide service into the long-term future. An arc-flash hazard risk evaluation was performed as a part of the project.<br>**Date Completed:** January 2021 |
| *City of Milton-Freewater*<br>***10-Years System Planning Study [Emphasis*: System Planning]**<br>**Client:** Mike Watkins, City of Milton-Freewater<br>722 S Main St. Milton-Freewater, OR 97862<br>541-938-5531<br>**PM:** Jerry Witkowski | **Description:** The engineers at SPS performed an electrical system evaluation and developed an orderly and economical improvement plan for the City. The evaluation and capital improvement plan was developed to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that will allow the City to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements that will help in providing service into the long-term future. An arc-flash hazard risk evaluation was performed as a part of the project.<br>**Date Completed:** June 2020 |

| Project Name | Project Description |
|---|---|
| ***Columbia Basin Electric Cooperative***<br><br>***10-Years System Planning Study [Emphasis:* System Planning*]***<br><br>**Client:** Brian Kollman, Columbia Basin Electric Cooperative<br>171 W Linden Way<br>Heppner, OR 97836<br>541-676-9146<br><br>**PM:** Martin Stoddard | **Description:** The engineers at SPS performed an electrical system evaluation and develop an orderly and economical improvement plan for CBEC. The evaluation and capital improvement plan was intended to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that will allow the Coop to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements for long-term future operation.<br><br>**Date Completed:** February 2015 |
| ***Lane Electric***<br><br>***10-Years System Planning Study [Emphasis:* System Planning*]***<br><br>**Client:** Doug Stockdale, Lane Electric,<br>787 Bailey Hill Road<br>Eugene, OR 97402<br>Phone: 541-484-1151<br><br>**PM**: Jerry Witkowski | **Description:** The engineers at SPS performed an electrical system evaluation and develop an orderly and economical improvement plan for Lane Electric. The evaluation and capital improvement plan was intended to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that would allow Lane to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements that should be valid to provide service into the long-term future.<br><br>**Date Completed:** July 2014 |
| ***Vera Water and Power***<br><br>***10-Years System Planning Study [Emphasis:* System Planning*]***<br><br>**Client:** Kevin Wells, Vera Water and Power<br>601 N Evergreen Rd.<br>Spokane Valley, WA 99216<br>Phone: 509-924-3800<br><br>**PM:** Jerry Witkowski | **Description:** The engineers at SPS performed an electrical system evaluation and develop an orderly and economical improvement plan for VERA. The evaluation and capital improvement plan was intended to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that would allow Vera to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements that should be valid to provide service into the long-term future.<br><br>**Date Completed:** June 2014 |
| ***City of Ashland***<br><br>***Hersey Street Underground Project [Emphasis:* Underground Feeder Design*]***<br><br>**Client:** Tom McBartlett, City of Ashland, Electric Department<br>90 N. Mountain Avenue<br>Ashland, OR 97520<br>541-552-2314<br><br>**PM:** Martin Stoddard<br>**Electrical Engineers:** Jerry Witkowski, | **Description:** Following the preparation of a 10 Year Planning Study, the engineers at SPS developed a design for approximately 1.2 miles of multiple conduit underground 15-kV feeder circuits from the Mountain Avenue Substation along Hersey Street to N. Main Street, a busy residential and commercial area. The work included underground circuit ductbanks details and vault designs, with contract document preparation consisting of drawings and technical specifications for bidding. Prepared cost estimates and assisted with Contractor award.<br><br>**Project Total Cost:** ~$1.4M<br><br>**Date Completed:** October 2019 |

## 3.2 Previous Work with the City of Ashland

SPS engineers Martin Stoddard, Jerry Witkowski, and Jiajia Song have been providing engineering services to the City for several decades. The following is a short list of some of the significant projects completed with the City.

**On-Call Engineering Service Provider, for over two decades**. Providing engineering support to the Electric Department on various equipment sizing, design, protection setting review, large subdivision development, large EV charge station, line extensions, residential/commercial PV source interconnection, technical document development/update, grant application, etc.

**Wildfire Mitigation Plan, 2022**. The intent of the wildfire mitigation plan is to document and review the City's existing wildfire policies and procedures and develop an up-to-date wildfire mitigation plan that meets all requirements of the 2021 SB 762 and Oregon Public Utility Commission (OPUC). The overall objective of developing and executing a wildfire mitigation plan is to minimize possible sources of ignition, improve the system resiliency of the electric network, and identify and correct ineffective procedures.

**City of Ashland Hersey Street Underground Project, 2019**. Following the preparation of a 10 Year Planning Study, the engineers at SPS performed design for approximately 1.2 miles of multiple conduit underground 15-kV feeder circuits from the Mountain Avenue Substation along Hersey Street to N. Main Street, a busy residential and commercial area. The work included underground circuit detail ductbanks and vault designs, with contract document preparation consisting of drawings and technical specifications for bidding. Prepared cost estimates and assisted with Contractor award.

**Oak Knoll Substation Feeder Controller Upgrade, 2018**. Engineering design to replace the feeder protection controllers with Cooper Form 6, and provide updated protection and control settings.

**City of Ashland PV Generation Interconnect Analysis, 2017**. This project is a review of options, interconnect feasibility, and cost estimate for adding a large-scale PV generation facility and connecting it into the City's existing electrical distribution system.

**Mountain Avenue Substation Expansion, 2010**. Engineering design to add three additional feeders to the MAS substation, including distribution rack expansion, control and protection design, etc.

**Reeder Gulch Hydro Power and Control Upgrade, 2009**. Engineering design of new generator switchgear and all controls. Control equipment included new protective relays, PLCs, HMI Touchpanels, auto synchronizers, inverters, and all associated controls. We also provided complete control programming and startup and commissioning of the system.

**10-Years System Planning Study, 2013**. The engineers at SPS performed an electrical system evaluation and develop an orderly and economical improvement plan for the City. The evaluation and capital improvement plan was intended to help ensure the electrical system has the operational capacity, reliability and flexibility to meet its planning criteria. The study identified and recommended system improvements that would allow the City to supply adequate quality power to serve customers into the intermediate future (10 years), and practical improvements that should be valid to provide service into the long-term future.

**Ashland Substation Feeder Controller Upgrade, 2011**. Engineering design to replace the feeder protection controllers with Cooper Form 6, and provide updated protection and control settings.

**10-Years System Planning Study, 2003**. The engineers at SPS performed an electrical system evaluation and develop an orderly and economical improvement plan for the City. The scope was identical to the one discussed above for 2013.

# SECTION 4: SCOPE OF WORK

Our typical approach for a system planning study for small utility systems is to provide evaluation and analysis for a 10-year span. Specific elements include:

**Data Collection:** Perform a walk-through of the City's electrical network with the City's Electrical Department to document system conditions for all major components. Inspection will include an evaluation of condition. We also work with City personnel to obtain system protection data including major fuses and relays as well as historical meter data from the City and BPA.

**Load Forecast:** Evaluate the City's system-wide growth patterns based on historical, recent (prior 10-year period) and expected future growth, from data provided by the Electric Department and population/load projections from the City and BPA. Evaluate past electric energy and demand usage, in the month and seasonal patterns, to forecast future loading to be presented in summation tables. This data will be used to estimate feeder and substation peak loading through system analysis and to determine recommended system improvements.

**System Planning Criteria:** Establish realistic planning criteria and objectives upon which short-term and long-term planning should be based. These planning standards are used to determine loading guidelines, the appropriate level of backup under outage conditions, economic conductor sizes, acceptable voltage drop levels, and improvement timing.

**Transmission and Substation Evaluation:** Evaluate the existing transmission system facilities serving the City for interconnection and switching flexibility, looping capabilities, isolated segments, and overall operation and performance for power supply and delivery to the City's facilities. Also, evaluate the existing substation points-of-delivery for equipment ratings, capacities, and configurations. This effort is to include consideration of reliability, protection components, protection philosophy, interruption frequency and duration, power availability and the ability to serve growth, and operation and maintenance programs.

**Analysis of the Existing System:** Evaluate the ability of the existing electric system to provide economical, high-quality service in terms of component loading, voltage levels, line losses, power factor, and reliability in the short-term and intermediate future. This effort includes a review of the existing system performance based on the following criteria to identify and determine cost-effective measures that can improve system performance:

- System reliability
- System capacity
- System flexibility
- System and feeder peak loads
- System construction practices
- Operation and maintenance policies
- Environmental sensitivity
- System equipment aging
- Identification of trouble spots and poorly performing equipment
- Review adequacy of system record keeping

**Major Equipment Inventory Review and Replacement Schedule:** Working with the city staff to review transformer, pole, and conductor inventory, and create a practical replacement schedule based on the forecast and system improvement recommendations.

**Other Considerations from Renewable Energy Resource Addition, Increased EV Charging Demand, Climate & Energy Action Plan, and Wildfire Mitigation Plan:**

- Evaluate the feasibility of adding large and small scale renewable energy sources such as solar, wind, small hydro, etc.
- Provide system improvement recommendations based on the forecasted EV addition and associated demand pattern.
- Recommendations for integration of the City's Climate and Energy Action Plan in the Electric System Master Plan
- Recommendations for integration of the City's Wildfire Mitigation Plan in the Electric System Master Plan

**Power Flow Analysis:** Analyze the electric system circuits using computer modeling software. The system will be modeled on a system-wide three-phase basis using the *EasyPower* software package. The power flow analysis modeled the system for the High and Low load conditions:

The Power Flow analysis is to be performed for the conditions noted above to identify various system configuration voltage drops, load balance, real and reactive power flows, and system losses at each system bus as labeled.

**Short Circuit Analysis:** A short circuit analysis will be performed under the Base Case configuration to update the maximum fault availability throughout the system. The results will be presented in the Short Circuit Chapter with detailed fault data examples and analysis output reports. The short circuit ratings for all equipment will be evaluated for adequacy based on the expected maximum short circuit currents.

**Protective Device Coordination:** Using the system model developed for the power flow and short circuit calculations, the system coordination and protection will be evaluated. For each distribution feeder a time-current curve coordination chart showing the devices listed below will be presented:

- Transformer damage curve
- Conductor or insulation damage curve
- Maximum available short circuit symmetrical and asymmetrical fault current
- Time-current curves of primary protection devices
- Time-current curves of secondary protection devices
- Time-current curves of major backbone protection devices

The results will be presented in detailed tabulation with recommended settings for existing protective devices. In addition, analyses of coordination charts and recommended protective device changes that will improve system reliability will be prepared and included. The development of a fusing application guide for the sizing of downstream fuses will also be provided.

**Prepare Electric System Study Report:** A report summarizing the results of the study will be prepared that includes:

- Documentation of references, planning criteria, related calculations, computer reports, and techniques used in the analysis.
- Analysis and evaluation of the existing electric system, identification of alternative improvement options and suggested areas that need focused attention.

- A list of conclusions, recommendations, and proposed system improvements with projected construction timing and estimated costs.
- System maps and analysis plots showing the configurations and results of the various study cases, including recommended system improvements.

## 4.1 Work Plan and Schedule

We will be ready to commence work within one week of notice to proceed. Based on this an approximate schedule for major tasks is provided in Table 3. This is a preliminary schedule and can be expedited or deferred as directed by the City. We will work closely with the City staff to develop a schedule that meets your requirements.

*Table 3: Work Schedule*

| Task | After Notice to Proceed |
|---|---|
| Kickoff Meeting and Data Collection | 2 Week |
| System Analysis | 8 Weeks |
| Report Development | 12 Weeks |
| Submit Draft Report | 14 Weeks |
| Comments From City | 16 Weeks |
| Final Report Submission | 18 Weeks |

# SECTION 5: REFERENCES

## 5.1 References

*Table 4: List of References*

| Contact Info | Services Provided |
|---|---|
| ***Columbia Basin Electric Cooperative***<br>Brian Kollman / Manager of Operations<br>171 W Linden Way<br>Heppner, OR 97836<br>Phone: 541-676-9146<br>briank@columbiabasin.com | The engineers at SPS have provided engineering services for CBEC since 2002 including multiple substation designs, power system studies, capacitor bank designs and programming, transmission line designs, and 10-year planning studies. |
| ***Vera Water and Power***<br>Kevin Wells / General Manager<br>601 N Evergreen Rd.<br>Spokane Valley, WA 99216<br>509-924-3800<br>kwells@verawaterandpower.com | Complete substation design in 2015 and 2016. Performed a 10-year planning study in 2014. Provided design which included provisions for easy expansion to implement second transmission source and transformer bank, plus distribution rack extension. Provided design basis for other further substation improvements of other substations with design work done by Vera's in-house engineers. We provided a complete SCADA system replacement in 2017. |
| ***Monmouth Power and Light***<br>Mike Gregory / Acting Operation Superintendent<br>780 Echols St. S<br>Monmouth, OR 97361<br>503-838-3526<br>mgregory@ci.monmouth.or.us | Provided engineering services for multiple developments and extensive underground design projects, including the feeder getaways from their newer substation. Provided on-call support for substation technical concerns. We are actively providing engineering services to MPL. |
| ***City of Drain***<br>Harold Burris / Lineman<br>431 Payton Avenue<br>Drain, OR 97435<br>541-836-2037<br>pwforeman@cityofdrain.org | Provided engineering services for multiple developments, power system studies, wildfire mitigation plan, and on-call support for substation technical concerns. Performed a 10-year planning study in 2021. We are actively providing engineering services to the City. |
| ***City of Bandon***<br>Jim Wickstrom / Superintendent<br>City of Bandon, Electric Department<br>555 US-101,<br>Bandon, OR 97411 | Provided engineering services for multiple developments, coordination studies, and on-call support for substation technical concerns. We are currently performing a 10-year planning study (2023). We are actively providing engineering services to the City. |

| Contact Info | Services Provided |
|---|---|
| 541-347-2437 x 233<br>jwickstrom@ci.bandon.or.us | |
| ***Northern Wasco County PUD***<br>Garrett Mauritson / Staff Engineer<br>2345 River Rd,<br>The Dalles, OR 97058<br>Phone: 541-298-3318<br>Garrett-Mauritson@nwascopud.org | The engineers at SPS have provided engineering services including four substation designs/upgrades (two of them are ongoing), hydro powerhouse upgrade, power system studies, backup generator design, etc.. |
| ***City of Milton-Freewater***<br>Mike Watkins / Electric Superintendent<br>City of Milton-Freewater<br>722 S Main St.<br>Milton-Freewater, OR 97862<br>Phone: 541-938-5531<br>Mike.Watkins@milton-freewater-or.gov | The engineers at SPS have provided engineering services for CMF since early 2000 including two substation designs, power system studies, wildfire mitigation plan, and 10-year planning studies. |

# SECTION 6: TERMS AND CONDITIONS

## 6.1 Contractual Terms and Conditions

Stoddard Power Systems has a standard contract based on EJCDC contract specifications. However, we are currently under contract with the City of Ashland and have accepted the City's terms and conditions. The contract between SPS and the City of Ashland is dated March 30, 2022 and we expect similar terms and conditions will be used for this contract. We do not anticipate any concerns regarding contract terms with the City.

# SECTION 7: APPENDIX

## 7.1 Appendix A – Stoddard Power Systems Standard Rates

Attached externally.

## 7.2 Appendix B – Resumes

Attached externally.

# Stoddard Power Systems, LLC

## STANDARD HOURLY BILLING RATES

Standard Hourly Rates are set forth in this Attachment A and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates are subject to annual review. The rates set for in this Attachment are effective through January 1, 2024.

## SCHEDULE OF HOURLY RATES

| CLASS | DESCRIPTION | RATE |
|---|---|---|
| EN5 | Principal Engineer | $195.00/hr |
| EN4 | Senior Engineer | $160.00/hr |
| EN3 | Lead Engineer | $130.00/hr |
| EN2 | Staff Engineer | $115.00/hr |
| EN1/CAD | Engineer/Designer/Inst Technician/Drafter | $90.00/hr |
| ADMIN | Office/Administrative Support | $55.00/hr |

## EXPENSES

Direct Expenses billed at cost plus 10%.
Subconsultant invoices billed at invoice plus 10%
All materials billed at cost plus 15%

**Martin L. Stoddard, P.E.**
*Principle Electrical Engineer*

STODDARD POWER SYSTEMS

**Education**
MS, Electrical Engineering, University of Washington
BS, Electrical Engineering, Oregon State University

**Professional Engineering Registration**
Oregon 70823PE
Washington 51452
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Florida 84826
Alaska 130554

**Work Experience**
Mr. Stoddard has over 25 years of experience in power system design and analysis and is the owner and president at Stoddard Power Systems, LLC. Prior to starting Stoddard Power he was the Chief Engineer and director of engineering at OS Engineering, the engineering division of Olsson Industrial Electric, where he managed a department of ~40 engineers and technicians and provided engineering support to over 200 electricians. Prior to OS Engineering he was co-owner of CVO Electrical Systems, LLC, a small consulting firm specializing in power system design and analysis. Mr. Stoddard was a researcher at the Pacific Northwest National Laboratory (PNNL) in Richland, Washington where he conducted research in power system analytics and control system security. Prior to PNNL, Mr. Stoddard worked as a consulting engineer at Electrical Systems Analysis (ESA) where his responsibilities included the performance of power system studies and the design and integration of electrical system IEDs and SCADA control systems.

Mr. Stoddard was also a U.S. Navy Submarine Officer where he operated and maintained a submarine nuclear propulsion plant. His responsibilities included the maintenance and operation of the 450 VAC distribution system, the mechanical systems, and the control systems associated with the ships nuclear propulsion plant. During his tour he qualified as a Naval Nuclear Engineer and served as the ship's Assistant Engineer.

Mr. Stoddard has considerable expertise in the design, programming and integration of a wide range of Intelligent Electronic Devices (IEDs), Programmable Logic Controllers (PLCs), and Supervisory Control and Data Acquisition (SCADA) systems. He has also performed numerous power system studies including short circuit calculations, equipment duty evaluations, protective device coordination, arc-flash hazard analysis, and harmonic analysis.

**Representative Projects at Stoddard Power Systems**
**RS Kerr GSU Transformer Relocation** – Lead design engineer for a design build project to relocate two 80 MVA GSU transformers from the hydroelectric dam tailrace to a new switchyard extension. Provided site plans, containment design, transmission tower design, fire walls, and 2000 A cable bus duct design.

**Foster Dam Electrical Reliability Upgrade** – Lead design engineer for a major electrical renovation of the Foster Dam powerhouse including new 4160V switchgear, double ended 480V substation, three 480V MCCs, 1700 Ahr battery bank, redundant battery chargers, redundant preferred AC inverters, battery monitoring system, relay control panels, and a renovated and upgraded diesel generator room.

**Representative Projects at OS Engineering**
**Little Goose Station Service Transformers** – Lead engineer for the prime contractor on a station service upgrade involving the replacement of two class 1, water cooled power transformers. Responsibilities include coordinating supplier selection, submittal reviews, technical interface with the US Army Corps of Engineers design team, writing commissioning plans and serving as commissioning engineer.

**The Dalles Navlock**– Lead engineer for the electrical contractor on a complete electrical and controls replacement of The Dalles Navlock system involving the replacement of a double ended unit substation, motor control centers, switchboards, and controls and drive systems for an upstream radial arm gate and a downstream miter gate. Responsibilities include coordinating supplier selection, submittal reviews, technical interface with the US Army Corps of Engineers design team, writing commissioning plans and serving as commissioning engineer.

**Vera Water and Power 16th Avenue Substation, Spokane, WA** – Project engineer on a complete substation design for a new distribution substation with a new 115kV tap, 15/20/25 MVA transformer, regulator bank, distribution rack, and four (4) feeders with reclosers and controls. Provided protective device relays settings, design reviews, customer training, commissioning, and final acceptance inspection.

**LUS NFPA 70E Training**– Developed a training course and instructed approximately 35 operators and technicians in electrical safety and breaker operations associated with the Lafayette Utility System (LUS) steam and combined cycle power plants. Course instruction included topics from NFPA-70E, NESC, and other standards.

**Western Interlock Power Quality Study and Analysis, Rickreal, OR** – Principle engineering for the investigation and correction of power system deficiencies at the plant in Rickreal, Oregon. Power quality issues leading to system trips were investigated and a number of deficiencies were found both in the distribution equipment and service supply. Electrician support for the project was provided by Olsson.

**Roseburg WM PT Analysis** – Lead engineer for the investigation of PT failures on the distribution line intertie between the Roseburg Waste Management generation system and the utility distribution line. Performed system monitoring and analysis of ferroresonance conditions and provided recommended corrective actions.

**EWEB Crest Pump Station Design, Eugene, OR** – Lead design engineering for the design of replacement distribution equipment for the utility pump station to bring the station up to code compliance. The project included a field verification of existing components, written report of recommended corrective actions, design drawings of system modifications, and services during construction.

**HC&S System Analysis**– Lead engineer in the investigation of surge events and stability problems associated with the electrical distribution of the HC&S Sugar Mill in Maui, Hawaii. Performed detailed review and analysis of relaying, grounding, and transient conditions in the system and provided a detailed report with recommendations for corrective actions.

**Dexter Dam ERU**– Lead engineer for the prime contractor on an electrical reliability upgrade involving the replacement of three double ended station service unit substations. Responsibilities include coordinating supplier selection, submittal reviews, technical interface with the US Army Corps of Engineers design team, writing commissioning plans and serving as commissioning engineer.

**Grace Arc-Flash Study, Albany, OR** – Principle engineering for an arc-flash hazard and short circuit study for the Grace Chemical Plant in Albany, OR. Study included a complete inspection of the existing system and the development of system improvement recommendations and analysis results.

**RFP Missoula Forming Line** – Principle electrical engineer on a new service tap and substation for a particle board forming line that included a new electrical room at the Roseburg Forest Products Missoula Particleboard plant. Included specification and design of a replacement 2000kVA substation transformer, PDC, MCCs, lighting, grounding, variable frequency drives, and metering. Responsible for all drawings, specifications, and protective device settings.

**Hydroelectric Powerhouse Startup, Dorena Hydro LLC, Cottage Grove, OR** – Designed generator high resistance ground system, air terminal chamber, and surge protection for a two 12.47kV generator hydroelectric power plant. Performed engineering assessment of the system and commissioned the generators and protective relays. Performed analysis and design assistance for a shunt excited DC motor drive hydraulic pump for the gate operators.

**Compressor Room Design and H-Frame Reconstruction, Roseburg Forest Products, Weed, CA** – Senior engineer on a new compressor room electric distribution system including retrofit of existing substation PDC to add new grounding transformer and 800A feeder to compressor room, new 800A PDC, lighting, grounding, and distribution equipment. Provided feasibility analysis and preliminary design for the replacement of an H-Frame tower with 2400V distribution to a padmount VFI configuration.

**Pump 4 Disassembly and Forensic Analysis, US Army Corps of Engineers John Day Dam, Rufus, OR** – Technical lead for the prime contractor on a deconstruction and forensic assessment of a 450Hp, vertical drive pump for the John Day Dam North Shore Fish Ladder system. Coordinated development of disassembly scope and let technical teams from Advanced American Construction, the US Army Corps of Engineers, and Power Engineering.

**Substation Main Breaker Troubleshooting, Oregon State University Energy Center, Corvallis, OR** – Electrical engineer, provided technical troubleshooting when the main 20.8kV breaker (breaker 52-1) failed to close following an external fault. Identified the root cause as a remote trip and enable system with the utility supplier Pacificorp and designed a seal in annunciation system to provide operators indication of remote trip.

**North Shore Hydroelectric Powerplant Backup Generator, Northern WASCO County PUD, The Dalles, OR** – Designed a backup generator system and outdoor building to provide automated backup power for the north shore fish ladder hydro electric power plant. System included a 125kW generator, load back, transfer switches, generator building, underground distribution, and automated load shedding scheme. Provided design drawings, specifications, and bid documents.

**Veneer Dryer Replacement, Roseburg Forest Products, Weed, CA** – Lead design electrical engineer on a replacement Veneer Dryer and new electrical room for the RFP Weed Veneer plant. Included specification and design of a replacement 1500kVA substation transformer, PDC, MCCs, lighting, grounding, and metering. Developed drawings, specifications, and protective device settings. Developed short circuit model for system analysis.

**Stud Mill and Mill A Load Flow Study, Seneca Sawmill, Eugene, OR** – Senior electrical engineer for a load flow study of the Seneca Sawmill Stud Mill and Mill A medium voltage feeders and Substation A1, A2, and A3 480V distribution. Coordinated metering points, data collection, analysis and reporting for the load flow analysis. Provided written report of analysis results.

**Board Edger Replacement, Dillard Sawmill, Roseburg Forest Products, Dillard, OR** – Lead design engineer a new MCC room and high resistance ground system for a replacement board edger. Designed included PDC retrofit, 1200A MCC, lighting, auxiliary systems, lockout panels, cable and conduit schedules, and substation high resistance ground system. Provided stamped design drawings and components specifications. Modeled system in EasyPower and provided coordinated protective device settings.

**Mill Load Flow Study, Weed Veneer Plant, Roseburg Forest Products, Weed, OR** – Senior engineer a mill wide load flow study. Included data collection for most major 2400V feeders and 480V substations. Provided a written report detailing system loading and recommendations for system improvements.

**Class I, Division I, Chemical Storage Building, Roseburg Forest Products, Dillard, OR** – Senior engineer for the design of electric distribution for a hazardous material storage building. Design included sealed Class I, Division I electrical distribution and lighting. Provided stamped design drawings.

**Non-Combustible Gas Tower Grounding, International Paper, Springfield, OR** – Lead design engineer for the grounding and lightning protection of a NCG lattice tower. Provided stamped design drawings with grounding and lightning protection details and equipment bill of materials.

**Distribution Improvements Feasibility Study, Timber Products, Yreka, CA** – Provided feasibility analysis and preliminary design of replacement medium voltage service and main 480V substations. Design included medium voltage feeders, substation transformers, and main power distribution centers.

**69kV Breaker CT Replacement, Weed Veneer Plant Substation, Roseburg Forest Products, Weed, CA** – Provided engineering assistance in the replacement of bushing current transformers on a 69kV substation breaker. Engineering assistance included coordination of metering accuracy, secondary circuit verification, breaker SF6 evacuation, and post replacement testing.

**The Dalles SCC Functionality Modifications, US Army Corps of Engineers The Dalles Dam, The Dalles, OR** – Senior engineer for the design of a replacement annunciation system, governor controls upgrade, main unit metering, and redundant governor PLC network architecture for The Dalles dam. Design services included a 30% feasibility design report and review, 60% preliminary design report and review, and 100% complete design and review.

**Paper Machine #2 Transformer Replacement, Georgia Pacific, Halsey, OR** – Designed a replacement transformer system and enclosure with medium voltage primary disconnect, four 1000kVA 12.47kV to 480V transformers, and primary and secondary fusing. Design included equipment specifications and detailed drawings.

**Preferred AC Inverter and Distribution Replacement, The Dalles Lock and Dam, US Army Corps of Engineers, The Dalles, OR** – Lead design engineer for a replacement fully redundant preferred AC system for The Dalles Dam. System consisted of dual 30kVA inverters, dual 10kVA inverters, backup transformers, main distribution boards, dual feeders, and the replacement of all remote panels. Design included detailed drawings, specifications, commissioning specifications, functional test plans, and submittal coordination.

Representative Projects at CVO Electrical Systems, LLC

**Bonneville PH2 480V Station Service Switchgear Replacement, US Army Corps of Engineers, Cascade Locks, OR** – Lead engineer for the prime contractor on a station service upgrade involving the replacement of three double ended station service unit substations. Responsibilities include coordinating supplier selection, submittal reviews, technical interface with the US Army Corps of Engineers design team, writing commissioning plans and serving as commissioning engineer. Specific engineering scope included transient analysis for vacuum breaker switching transients, customized switchgear layout and design, relaying and transfer control programming, fiber optic arc-flash detection design, air terminal chamber design, and the technical challenges associated with the replacement of station service switchgear in an operating power plant without a loss of service or reliability

**GSU Substation and Relaying Replacement for The Dalles North Shore Hydro, Northern Wasco County PUD, The Dalles, OR** – Lead engineer for the design, procurement, installation, and commissioning of a replacement primary unit substation and protective relaying for a 6.5MW hydroelectric power project on the north fish ladder of The Dalles Dam. Developed detailed design drawings, procurement specifications, and provided all protective relay settings.

**John Day Dam North Fish Ladder AWS Pump Replacement Project, US Army Corps of Engineer, Rufus, OR** – Lead engineer for the prime contractor on a fish ladder auxiliary water supply system replacement involving the design and installation of a complete control building and electrical distribution system. Performed detailed designs of the electric distribution system including double ended substation, distribution panels, VFDs, UPS, building auxiliaries, cable vault, and pump chamber cable tray. Provided cable pull calculations for 15kV cable pulls. Coordinated all manufacturer designs. Developed commission plans and served as lead commissioning engineer.

**The Dalles Dam Station Service Improvements, US Army Corps of Engineers Dalles Dam and Lock, Dalles, OR** – Lead engineer for the prime contractor on a major reliability upgrade to the Dalles dam hydroelectric station service system including the replacement or modification of the majority of the medium voltage and low voltage station service distribution system. Responsibilities included coordinating manufacturer designs, submittal reviews, technical interface with the US Army Corps of Engineers design team, commissioning plan development and serving as commissioning engineer. Lead designer for several design build changes including new multi-zone GSU relaying for T1 transformer, 480V transfer controls, complete DC system design, replacement unit substations FSQ5 and FSQ6, medium voltage lighting feeder transfer switches, and an automated control system for station service transformer cooling..

**Detroit/Big Cliffs Dam Electric Reliability Upgrades, US Army Corps of Engineers, Detroit, OR** – Lead commissioning engineer for prime contractor on LVA and MVA equipment. Coordinated submittals, developed commissioning plans and served as commissioning engineer for replacement medium voltage and low voltage switchgear, current limiting reactors, and station service transformers.

**Wren Substation Relaying, Consumers Power Inc., Philomath, OR** – Lead engineer, provided protective device relay settings for replacement SEL311C and SEL787 relays installed to replace existing ABB MSOC and older electromechanical relays at the Wren Substation.

**John Day Dam North Fish Ladder 13.8kV Feeder, US Army Corps of Engineer, Rufus, OR** – Lead engineer for the electrical contractor responsible for new feeder taps and distribution equipment. Coordinated all engineering activities associated with two isophase bus taps, current limiting reactors, and medium voltage switchgear. Developed commissioning plans and served as lead commissioning engineer.

**2.0 MG Reservoir Improvements, Canby Utility Board WTP, Canby, OR** – Lead systems integrator and electrical engineer for the 13th Street 2.0 million gallon reservoir expansion project. Designed and integrated level controls and PLC programming for reservoir integration into City water control system.

**Reeder Gulch Hydro Power Plant Improvement, City of Ashland, Ashland, OR** – Lead design engineer and project manager for the replacement of the switchgear and control system for the City's Reeder Gulch hydro power plant. Design included a fully automated autosynchronizing system and complete generator protection system. Designed and integrated a SCADA system utilizing the City's existing fiber optic network integrating substation IEDs, hydro generation controls, and remote capacitor banks. Provided analysis and settings for feeder sectionalizing with new reclosers for the power plant tie. Developed commissioning plans and served as lead commissioning engineer.

**Power System Study, Providence St. Vincent Medical Center, Portland, OR** – Lead engineering for an arc-flash hazard and short circuit study for normal and emergency systems for the Providence St. Vincent Medical Center

Campus including Critical Care, West Pavillion, Main Hospital, East Tower, Surgery Tower, and East Pavilion buildings. The study involved the development, field verification, and analysis of an 800 bus model in SKM software.

**Backwash Pond System Improvements, Canby Utility Board WTP, Canby, OR** – Lead systems integrator for the integration of new backwash pond controls, river intake pumping, raw water quality, washwater control, and remote pump station controls. Included Cimplicity HMI programming, GE Series 90-30 PLC programming, Horner PLC and touchpanel programming, wireless network integration, and replacement autodialer system.

**Condon Substation and 115kV Conversion Project, Columbia Basin Electric Cooperative, Heppner, OR** – Project engineering in a conversion project to increase transmission voltage from 69kV to 115kV. Project included replacement of Condon Substation transformer and backfeed of Sniption Substation. Represented the utility at factory witness testing at the transformer manufacturer facility. Provided replacement substation relaying design and assisted with replacement circuit switcher and transmission line design.

**SCADA System Integration, Consumers Power Inc., Philomath, OR** – Provided SCADA system integration and design for Wonderware control system. Integrated multiple IED platforms and maintained the SCADA system covering the complete utility system. Integrated new, motor operated transmission disconnects and new Lebanon Substation relays.

**Power System Study, Hickam Air Force Base, HI** – Lead engineer for the performance of a complete power system study including short circuit evaluation, protective device coordination, load flow analysis, and arc-flash hazard analysis on a newly constructed C17 hangar and maintenance shop.

**Motor Start Analysis, Columbia Basin Electric Cooperative, Inc., Heppner, OR** – Provided computer modeling of the distribution system under multiple scenarios for motor start evaluation and power flow analysis. Provided feeder improvement recommendations to allow anticipated system growth.

**Water Treatment Plant Expansion, Canby Utility Board WTP, Canby, OR** –Lead systems integrator for the Water Treatment Plant Expansion project and Backwash Pond project with responsibilities including programing GE Series 90-30 PLCs, Horner PLCs, PLC communications with GE Proficy Machine Edition, and HMI programming and screen development with GE Cimplicity HMI. Provided startup and testing assistance including PID loop tuning and troubleshooting with closed loop control of high service pump VFDs.

<u>Representative Projects at Electrical Systems Analysis</u>

**Generator Power Quality Analysis, Vestas-American Wind Technology, Portland, OR** – Field engineer, performed data collection and analysis for wind turbine generators determining generator characteristics and measuring characteristic harmonics of operating turbines. Project engineer in a laboratory analysis of failed capacitor banks.

**EasyPower Software Analysis Instructor, Various** – Provided classroom instruction to engineers on the use of EasyPower software for building system models and performing short circuit, coordination, load flow, and arc flash analysis. Provided instruction for open enrolled classes in various locations as well as custom site instruction for PPL in Butte, Montana, Colonial Pipeline in Alpharetta, Georgia, and Boise Cascade in DeRidder, Louisiana.

**Power System Analysis, Century Aluminum, West Virginia** – Project engineer, coordinated field data collection, developed EasyPower model, and performed analysis for a power system study including arc-flash analysis for the Century Aluminum plant in West Virginia.

**Power System Analysis, NEGT Salem Harbor, Salem, Mass** – Project engineer, coordinated field data collection, developed EasyPower model, and performed analysis for a power system study including arc-flash analysis for the NEGT Salem Harbor power plant in Salem, Massachusetts.

**Power Factor and Capacitor Bank Placement Study, City of Milton-Freewater, OR** – Project engineer, developed system models of the City of Milton-Freewater 12.47kV distribution system. Modeled system loading and power factor correction capacitor bank placement impacts for correction and voltage effects.

**Evaluation of IEEE 519 Compliance at Maher Terminal, Rockwell Automation, Maher Terminal, NJ** – Served as project engineer for the field data collection and harmonic analysis of DC drives on Maher Terminal cranes. Analyzed system loading conditions, IEEE 519 compliance, and voltage distortion at 26kV point-of-common-coupling.

**Substation Relay Replacement, City of Milton-Freewater, OR** – Served as lead project engineer for the design, integration, and programming of replacement substation feeder relays from older electromechanical relays to modern microprocessor based SEL351S relays.

**SCADA System Integration, Canby Utility Board, Canby, OR** – Lead engineer providing innovative SCADA system integration for the substation automation control system including fiber optic system interfacing with Intelligent Electronic Devices (IEDs), IED programming and configuration, report generation, time synchronization, and WonderWare Human Machine Interface (HMI) configuration.

**Municipal SCADA System Replacement, City of Milton-Freewater, OR** – Served as lead project engineer for the design and integration of a complete distributed SCADA control system for the upgrade of the City's Electric and Water systems utilizing an Ethernet backbone on a fiber optic network. Provided computer simulation modeling of distribution feeders and customer motors for the determination of motor starting effects on system parameters. Coordinated and programmed substation distribution breaker controllers and transformer protection relays.

**Interconnection Study, Boise Cascade, Medford, OR** – Project engineer, developed one-line diagrams of the plant electric distribution system and assisted in the completion of a small generating facility interconnection request for interconnection with the Pacific Power and Light distribution system.

**Power System Analysis, Alcoa Corporation – Intalco Works, Ferndale, WA** – Project engineer, performed computer calculations for Arc Flash hazard determination and Personnel Protective Equipment (PPE) requirements for the electric distribution system of a large aluminum smelter facility.

**Power System Analysis, Georgia Pacific, Camas, WA** – Lead engineer for a short circuit, coordination, and arc-flash study of the Camas Mill in Camas, Washington. The study involved the development of an over 400 bus model and the analysis of electrical equipment from 69kV down to 208V.

**Power System Analysis, Hawaiian Commercial and Sugar Company, Maui, HI** – Project engineer, provided computer simulation of high, medium and low voltage systems for power flow and short circuit analysis of the HC&S power distribution system. Created Time Coordination Curves (TCCs) for the coordination study of all major breakers and relays.

**Generation Intertie Relaying, Roseburg Forest Products, Roseburg, OR** – Project engineer, programmed and interfaced the cogeneration plant Siemens meters and the intertie SEL-311C relays. Provided computer simulations evaluating system alterations and providing updated short circuit study data.

**Power System Analysis, City of Blaine, Blaine, WA** – Project engineer, provided a computer model of the City's distribution system for load flow and motor starting analysis, and for protective device coordination.

**Jiajia Song, Ph.D., P.E.**
*Senior Electrical Engineer*

STODDARD POWER SYSTEMS

**Education**
Ph.D. in Electrical Engineering, Oregon State University
B.S. in Electrical Engineering, Zhengzhou University of Aeronautics, China

**Professional Engineering Registration**

| | |
|---|---|
| Oregon | 90661PE |
| Washington | 20110017 |
| California | E24431 |
| Texas | 138215 |

**Work Experience**
Mr. Song is a Senior Electrical Engineer at Stoddard Power Systems with more than ten years of experience in engineering research, analysis, and design of electrical systems from transmission down to distribution levels. He is the lead engineer in the engineering analysis group. Prior to joining Stoddard Power Systems, Mr. Song worked at OS Engineering/Olsson Industrial Electric as an Electrical Engineer directly after graduating from Oregon State University in 2015. During his time at OS Engineering, his roles and responsibilities mainly focused on designing utility and industrial electrical systems, power system studies (including arc-flash, short circuit, load flow, protective protection, harmonic analysis, transient studies, and NERC PRC compliance analysis), system planning and feasibility studies, and site investigation and data collection.

Mr. Song also worked as a Research & Teaching Assistant at Oregon State University from 2010 – 2015. His research specialized in dynamic modeling of power system cascading outages and mitigation schemes, energy storage, and PMU placement in various applications. Mr. Song has published multiple technical papers in IEEE journals and conferences.

**Representative Projects**
**VERA Water and Power, 16th Avenue Substation, Spokane, WA** – Project engineer participating in the transformer and circuit switcher control schematic, station service, protective setting, and control panel design.

**Columbia Basin Electric Coop., Fossil Substation, Heppner, OR** – Project engineer participating in the transformer and circuit switcher control schematic, station service, protective setting, and control panel design.

**Columbia Basin Electric Coop., Sand Hollow Substation, Heppner, OR** – Project engineer participating in substation structure and foundation, transformer and circuit switcher control schematic, station service, protective setting, and control panel design.

**Providence St. Vincent Medical Center, Power System Study, Portland, OR** – Project engineer for an arc-flash risk assessment and short circuit study for both normal and emergency scenarios. The study includes field data collection, model development & verification in SKM, analysis, and reporting the findings such as code violation, protective device miscoordination, over-duty equipment, etc.

**Oregon State University, Corvallis, OR** – Project engineer for an arc-flash risk assessment and short circuit study. The study includes field data collection, model development & verification in EasyPower, analysis, and reporting findings such as code violation, protective device miscoordination, and over-duty equipment.

**Old Castle Materials, River Bend Sand and Gravel, Salem, OR** – Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Old Castle Materials, Eugene Sand and Gravel, Eugene OR** – Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**ATI Cast Products, Building H, Salem, OR** – Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**LSQ System Study, USACE, The Dalles Dam** – Project engineer for an arc-flash risk assessment and short circuit

study for various scenarios. The study includes data collection, model development & verification in SKM, analysis, and reporting the findings such as code violation, protective device miscoordination, over-duty equipment, etc.

**Seneca Sawmill, Eugene, OR** — Project engineer to provide engineering support for arc-flash risk assessment and protective device coordination settings while the project progresses.

**57th St. Pump Station, Springfield Utility Board** — Project engineer for electrical distribution design of the pump station.

**Hamlin Pump Station, Springfield Utility Board** — Project engineer for electrical distribution design of the pump station.

**Harmonic Analysis (IEEE 519 Compliance) at FSQ2, USACE, John Day Dam** — Project engineer for a harmonic analysis of three 450 hp VFDs in order to confirm that the voltage and current distortions caused by the drives are within the acceptable limits that are specified in IEEE Standard 519.

**75MW PV Farm Feasibility Study, Columbia Basin Electric Coop., Heppner, OR** – Project engineer for an analysis of interconnecting feasibility for adding a large-scale Photovoltaic (PV) generation facility into the Columbia Basin Electric Cooperative's (CBEC's) transmission system.

**10MW PV Generation Interconnect Analysis, City of Ashland, OR** – Project engineer for an analysis of interconnecting feasibility for connecting a large-scale Photovoltaic (PV) generation facility into the City's existing electrical distribution system. This engineering investigation evaluated integrating photovoltaic systems with different generation outputs ranging between 2.5 MW and 10 MW.

**Grain Millers, Eugene, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Van's Aircraft, Aurora, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Northern Gold Foods, Junction City, OR** – Project engineer to support the industrial power distribution design for a large food processing plant in compliance with NEC and NESC codes.

**MGC Pure Chemicals, Forest Grove, OR** – Project engineer to support the industrial power distribution design for a Mitsubishi chemical processing plant in compliance with NEC and NESC codes.

**NORPAC Foods Inc., Brooks, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**SENECA Sawmill, Noti, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Weyerhaeuser TOPS Facility, Springfield, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Weyerhaeuser Snow Peak, Lebanon, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Montpelier Generating Station, Montpelier Indiana** – NERC PRC-025-2 and PRC-027-1 compliance evaluation of the Montpelier station to verify the load-responsive protective relay settings provide the desired protection while meeting NERC PRC requirements.

**Panda Hummel Station, Selinsgrove, Pennsylvania**– NERC PRC-025-2 and PRC-027-1 compliance evaluation of the Hummel station to verify the load-responsive protective relay settings provide the desired protection while meeting NERC PRC requirements.

**Tejas Power Generation Station, Houston, Texas** – NERC PRC-019-2, PRC-024-3, PRC-025-2, and PRC-027-1 compliance evaluation of the Tejas station to ensure the generator capability, voltage and frequency controls and

protection, and protective relay loadability and coordination comply with NERC PRC requirements.

**Shell Polymers, Monaca, Pennsylvania** – NERC PRC-024-3, PRC-025-2, and PRC-026-1 compliance evaluation of the Shell Polymers power station to ensure generator voltage and frequency controls and protection, protective relay loadability, and the relay performance during power swing events comply with NERC PRC requirements.

**Franz Bakery, Springfield, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Springfield Utility Board, Springfield, OR** - Project engineer for a power system study of their water facilities including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Rainbow Water District, Springfield, OR** - Project engineer for a power system study of their water facilities including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Genesis HealthCare, Mose Lake, WA** - Project engineer for a power system study of the Columbia Crest Center including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**City of Drain, OR** - Project engineer for a system planning study and arc-flash study of their electrical distribution system to ensure that the City's electrical system has the operational capacity, reliability, and flexibility to meet long-term planning criteria, as well as arc-flash exposures of their major facilities.

**Pleasant Valley Compressor Station, Centerville, VA** - Project engineer for reliability analysis of motor fast bus-transferring, including options of transferring sources at 13.8 kV or 480 V.

**Readiness Center, Tri-City, WA** – Project engineer to support the commercial power distribution design for a military readiness center in compliance with NEC and NESC codes.

**Stella Jones, Tacoma, WA** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**WR Grace, Albany, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Lafarge, Eugene, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Parker Hannifin, Eugene, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Seneca Sawmill, Eugene, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Seven Feathers Casino, Canyonville, OR** - Project engineer for a power system study including data collection, modeling, arc-flash risk assessment, short circuit study, and equipment duty analysis for various scenarios.

**Newark Energy Center, Newark, NJ** – NERC PRC-019-2 and PRC-024-3 compliance evaluation of the Newark facility to ensure properly coordinated voltage protective system settings, generating unit controls, limit functions, and equipment capabilities per the requirements of NERC PRC-019-2 and PRC-024-3.

**Green Country Energy, Jenks, OK** – NERC PRC-019-2 and PRC-024-3 compliance evaluation of the Green Country facility to ensure properly coordinated voltage protective system settings, generating unit controls, limit functions, and equipment capabilities per the requirements of NERC PRC-019-2 and PRC-024-3.

**Jerry D. Witkowski, P.E.**
*Senior Electrical Engineer*

STODDARD POWER SYSTEMS

**Education**
B.S. in Electrical Engineering, Oregon State University

**Professional Engineering Registration**
Washington 30577,
Oregon 16733PE,
California E14639, Idaho 7872,
New Mexico 13273

**Work Experience**
Mr. Witkowski has been providing electrical utility, industrial design and study services for the past 38 years. His design involvement includes detailed design, project management and lead engineering experience in transmission, substation, and overhead/underground distribution systems. He has unique underground design experiences which include multiple circuit arrangements up 6 miles in length, and distinctive aspects such as, routes paralleling and crossing scenic highways, I-5 crossings, river crossings, railroad crossings, bridge crossing, unique bore and casing crossings, wetland and cultural conditions requiring archeological on-site excavation investigations.

He has also provided many unique design services including special grounding applications, SCADA systems, var control, system voltage conversions, and various co-generation interconnection designs. His engineering services have included technical specification and contract document preparation, contract review, award recommendations, cost estimating, construction scheduling, management and on-site resident services. He has also performed many electric utility system planning studies, system analysis, and protection studies, plus various specialized studies for utility and industrial clients. These studies typically contain the following tasks: growth forecasts, existing system evaluation, establish design criteria, system power flow and short-circuit analysis, protective device coordination, improvement alternatives, recommendations and improvement plans, plus associated costs estimates.

**Representative Projects** (Reduced, additional examples available upon request)

**Tahoe- Donner Association, Truckee-Donner, PUD: Underground Feasibility Study, Truckee, CA** – This project although completed in 2006, is very similar to The Dalles Utility Undergrounding Feasibility Study described in the NWCPUD RFP. This work involved determining an approach to underground all utility overhead infrastructure in a heavily wooded mountainous area adjacent to the Tahoe National Forest consisting of over 7,000 homes, and local commercial facilities. The overhead facilities included the PUD's electric primary, secondary and service circuits, two communication company facilities and the utility's SCADA system. The work involved determining underground design plan and elevation configurations without interfering with existing below grade infrastructure, cost estimates, construction phases and scheduling, complications, cost sharing and potential approaches to funding.

**Dufur Substation and System Voltage Conversion, City of Dufur, OR – NWCPUD**
Performed design, contract documents and technical specifications for the substation voltage conversion and upgrade which included major equipment and Contractor award, field construction inspection, and startup services. Substation equipment was arranged with a flexible switching open-rack outdoor configuration. All components and control systems utilized modern state state-of-the-art technology. This project included design and sequencing for voltage conversion of the entire Dufur community.

**West 2nd Street Substation, City of the Dalles, OR – NWCPUD**
Performed design, contract documents and technical specifications for the substation new control house and relay/control conversion, which included major equipment and Contractor award, field construction inspection, and startup services.

**Substation and Transmission Line Design, Columbia Ridge Substation, WA** – Prepared substation and transmission line design for a Waste Management Columbia Ridge 25 MW gas- to-energy co-generation facility to interface with CBEC/BPA, including the 115 kV x 4.16 kV substation design with a connection to the generator facility and 4 miles 115 kV pole design to interconnect with CBEC and BPA.

**Mountain Avenue Substation Distribution Rack Design, City of Ashland, Ashland, OR** – Performed design for the expansion of the City of Ashland, Mountain Avenue Substation distribution rack including site-work, structure details, sectionalizing devices and controllers, control house modifications and feeder getaways. Services included controller configuration, settings and programming in addition to SCADA system configuration to implement fiber-optic communications. The project included complete contract document preparation with technical specifications for material procurement and construction.

**City of Milton-Freewater, Milton Substation, Milton-Freewater, OR** – Performed design for the expansion of the Milton Substation including site-work, structure details, sectionalizing devices and controllers, control house modifications and feeder getaways. Services included controller configuration, settings and programming in addition to SCADA system modifications. The project included complete contract document preparation with technical specifications for material procurement and construction.

**Monmouth Power and Light South Substation Getaways and OR99W Underground Projects, Monmouth, OR** – Performed design for six underground 15 kV substation feeder getaways, including four miles of congested underground routed circuit detail ductbank and vaults design, with contract documents and technical specifications for Contractor construction. More recently performed design for approximately one (1) mile of multiple conduit underground 15 kV feeder circuits along State Highway OR99W and through the congested Monmouth downtown commercial area. The work included underground circuit detailed ductbanks and vaults designs, with contract document preparation consisting of drawings and technical specifications for bidding purpose, cost estimates and contract award.

**Canby Utility Westcott Substation and Knights Bridge Substation Projects, Canby, OR** – Performed design, contract document and technical specifications preparation for Owner furnished equipment and Contractor award, site inspection, and startup services for the 115-57 x 12.47/7.2 kVA Westcott Substation consisting of two 20/26.7/33.3 MVA transformers, feeder regulation, and ten getaway feeders. Substation equipment arrangement was a traditional outdoor configuration, consisting of main and transfer bus with considerable switching flexibility. All components and control systems utilized modern state-of-the-art technology, allowing the non- traditional implementation of substation monitor/control functions. Performed design, contract document and technical specifications preparation for Owner furnished equipment and Contractor award, site inspection, and startup services for the 115-57 x 12.47/7.2 kVA Knights Bridge Substation consisting of a 20/26.7/33.3 MVA transformer, feeder regulation, and five getaway feeders.

**16th Avenue Substation Project, Vera Water and Power, Spokane Valley, WA** – Prepared 20-Year Long Range System Planning Study, after which prepared design, contract documents and technical specifications for Owner furnished equipment and Contractor award, field construction inspection, and startup services for the 115 x 13.8/7.9 kVA 16th Avenue Substation consisting of a 20/26.7/33.3 MVA transformer, regulation, and five getaway feeders. Substation equipment was arranged with flexible switching open-rack outdoor configuration. All components and control systems utilized modern state state-of-the-art technology. The site was arranged so that the substation could be expanded to add a second transformer bank and distribution rack.

**Columbia Basin Electric Cooperative, Heppner, OR** – Prepared 10-Year Long Range System Planning Study, followed by design, contract document and technical specifications for upgrades of CBEC Sniption Switch Station, Condon, Fossil, Sand Hollow and Ruggs substations, consisting of transformer replacement, circuit switcher and by-pass configuration construction and protection/metering/control and modular control building upgrades. The project included completed contract document preparation with technical specifications for material procurement and construction. The Condon upgrade included a 10-mile 115 kV steel pole design with interconnection to BPA.

**City of Ashland Hersey Street Underground Project, Ashland, OR** – Following the preparation of a 10-Year Planning Study performed design for approximately 1.5 miles of multiple conduit underground 15 kV feeder circuits from the Mountain Avenue Substation along Hersey Street to N. Main Street, a busy residential and commercial area. The work included underground circuit detail ductbanks and vault designs with contract document preparation consisting of drawings and technical specifications for bidding. Also prepared cost estimates and assisted with Contractor award.

STODDARD
POWER SYSTEMS

# COST PROPOSAL FOR ELECTRICAL SYSTEM MASTER PLAN

## For City of Ashland, Oregon

**Date:** 06/23/2023

**By:**
Martin Stoddard, President
Stoddard Power Systems

Original Copy

1600 Valley River Drive, Suite 380 ■ Eugene, OR 97401 ■ Phone (541)-228-9353

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# SECTION 1: FEE SCHEDULE

Based on the discussed Scope of Work in the Technical Proposal, we propose to perform the 10-year planning study or electrical master plan development on time and materials not to exceed a total of $78,159 for the base project.

Since the City obtained Mountain Avenue Substation recently, as an optional item, SPS can provide a two-day of substation training for an adder of $9,800 including training materials.

Compensation will be on the basis of actual hours worked and shall not exceed the cost estimate indicated without written authorization from the City. The cost estimate is based on the following tasks:

*Table 1: Cost Estimate*

| Task | Est. Cost |
|---|---|
| **Base Project Total**<br>• Data Collection<br>• Load Forecast<br>• System Planning Criteria<br>• Transmission and Substation Evaluation<br>• Analysis of the Existing System<br>• Major Equipment Inventory Review and Replacement Schedule<br>• Other Considerations from Renewable Energy Resource Addition, Increased EV Charging Demand, Climate & Energy Action Plan, and Wildfire Mitigation Plan.<br>• Power Flow Analysis<br>• Short Circuit Analysis<br>• Protective Device Coordination<br>• Prepare Electric System Study Report | **$78,159** |
| **(OPTIONAL) Onsite Substation Training, including the following topics:**<br>• Substation configuration<br>• Transmission interface and primary equipment<br>• Power transformer<br>• Voltage regulator<br>• Auxiliary system<br>• Monitoring and Protection (Transformer and Feeder)<br>• Grounding<br>• Operation and maintenance | **$9,800** |

**NOTES:**
**1) The engineering rate schedule is enclosed in Appendix A of the Tech Proposal.**
**2) This base cost estimate covers all tasks listed in the scope of work.**
**3) No sub-consultant was considered in the above cost estimate.**

# EXHIBIT B

## Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By: _____
Signature

Martin Stoddard
Print Name

Title: President/Principle Engineer

Date: 06/23/2023

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Contract for Briscoe School Roof Replacement | |
| **From** | Jason Strait<br>Scott Fleury PE | Project Manager<br>Public Works Director |
| **Contact** | jason.strait@ashland.or.us<br>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 public improvement contract with C&R Homes and Construction Services LLC to replace the roof on the Briscoe School (project #2019-27). The current roof on Briscoe School is in poor condition with multiple leaks and extensive temporary tarping. On June 22, 2023, at 3:00 p.m. bids were submitted for the Briscoe School Roof Replacement. Bids were received from two contractors with C&R Homes and Construction Services LLC providing the low bid at $606,830 ($648,630 including optional work). If the contract is approved staff will work with the contractor and the Oregon Childhood Development Coalition (OCDC) to develop a schedule to perform onsite activities this summer.

## POLICIES, PLANS & GOALS SUPPORTED

City Council Goals, Visions and Values:

- Economic Development.... attracting new business and supporting those already here
- Community affordability, including in available housing and childcare
- Quality infrastructure and facilities through timely maintenance and community investment

Essential Services

- Infrastructure

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 was previously awarded $1.3 million in grant funding by the State in House Bill 5203. The Council approved a supplemental budget on September 6, 2022 recognizing the grant revenue and associated expense. (Staff Report)

## BACKGROUND AND ADDITIONAL INFORMATION

*Bidding Procedure:* The Briscoe School Roof Replacement project was first bid out in January of 2020 with multiple bids received. The city subsequently decided to cancel the solicitation due to fiscal concerns in February of 2020. In 2022 a General Fund Grant for $1,300,000 was received by the City of Ashland from the

State of Oregon for the purposes of Briscoe School Rehabilitation. The roof replacement project was rebid on May 25, 2023. Notice was given in the Daily Journal of Commerce and placed on the city's website. In addition, project plans and specifications were posted on OregonBuys, the States procurement network. Bids were received on June 22, 2023, with two contractors responding. Both bids were valid and contained the required bonds, documentation, and acknowledgements. Bidding information is shown on the attached bid summary form.

**Project Description:**

Remove existing roof and flashing down to wood decking material. A significant portion of the existing roofing material contains asbestos as identified in asbestos surveys. Such areas will be removed by a licensed asbestos abatement contractor and the material handled and disposed of according to appropriate rules and regulations.

Following existing roof removal the wood decking and parapet structure under the roof will be inspected and any areas damaged by water ingress replaced. A new PVC membrane roof will then be installed over new insulation and coverboard.

Optional work is to replace rather than re-install the existing parapet flashing. This option will be implemented or not depending on the physical condition of the existing flashing after removal.

**FISCAL IMPACTS**

The Briscoe School Roof Replacement is funded by a grant from the state of Oregon. The grant amount was $1,300,000. The remainder of the funds will be utilized for asbestos abatement of existing flooring and replacement with new material.

**DISCUSSION QUESTIONS**

Does the Council have any questions about the Briscoe Roof Replacement Project?

**SUGGESTED NEXT STEPS**

Next steps include issuing notice to proceed after award of contract and begin coordinating the schedule of work activities with C&R Homes and Construction Services LLC. Work will also be coordinated with the OCDC who currently occupy the Briscoe School.

Staff will also coordinate with the City's Communication Officer about posting appropriate information on the City's website.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- I move to award a public improvement contract to C&R Homes and Construction Services LLC for Project No. 2019-27, Briscoe School Roof Replacement, in the amount of $648,830.
- I move to request Public Works perform a new solicitation for the Briscoe School Roof Replacement project.
- I move to deny the contract with C&R Homes and Construction Services LLC. for the Briscoe School Roof Replacement.

**REFERENCES & ATTACHMENTS**

Attachment #1: Briscoe School Roof Replacement Project Bid Summary
Attachment #2: C&R Homes and Construction Services LLC Bid Form

# CITY OF ASHLAND - ENGINEERING DIVISION
## SUMMARY OF PROPOSALS

Project: Briscoe School Roof Replacement
Project No.: 2019-27
Date of Bid Opening: June 22, 2023 at 3:00 PM

Corrected Engineer's Estimate: Not Available
No of Addenda: 1

| | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| **Name of Bidder & Address** | Tru-North Construction<br>1130 N Coast Hwy<br>Newport OR 97365 | C&R Homes and Construction Services LLC<br>714 S 72nd St<br>Springfield OR 97478 | | |
| **Sum of Bid** | $784,000 | $606,830 | | |
| **Add Alternate**<br><br>**(Grand Total)** | $45,600<br><br>$829,600 | $41,800<br><br>$648,630 | | |
| **Name of Bonding Co.** | Old Republic Surety Co | Liberty Mutual Surety | | |
| **Amount of Bid Bond.** | 10% | 10% | | |
| **Nos. of Addenda Acknowledged** (should be 2) | 1 of 2 | 1 of 2 | | |
| **Completed & Signed Bid Form** (including subcontract disclosure) | Yes | Yes | | |
| **Responsive Bid?** | Yes | Yes | | |

# 2 BID DOCUMENTS

## 2.1 BID FORM

Bidder agrees to furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for the construction of this project for the city of Ashland, Jackson County, Oregon, as stated in the completed bid schedule, all in accordance with the contract documents, plans, specifications, and drawings which are on file at the City of Ashland, Community Development Building, Winburn Way, Ashland, Oregon 97520.

BIDDER'S BUSINESS NAME C&L Homes and Construction Services LLC

CONTACT NAME Nicholas Chaney

ADDRESS 714 S 72nd Street

CITY Springfield STATE OR ZIP 97478

TELEPHONE NO. 541 - 222 - 9481

FAX NO.

EMAIL ADDRESS nicholasachaney@gmail.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

This Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of any kind required for, or reasonably incidental to, the Briscoe School Roof Replacement (hereinafter "Project") for the City of Ashland, Oregon. This Bid is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

**1.** The undersigned has familiarized itself with the nature and extent of the Contract Documents, the Project, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Project.

**2.** The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents;

and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

**3.** It is understood that the City shall investigate and determine the qualifications of the apparent low responsive Bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified Bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City in accordance with ORS 279B.100. The City reserves the right to reject any Bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids for good cause upon a finding that it is in the public interest to do so.

**4.** The deadline to file a written protest or request, pursuant to Instruction to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to the date and time set for closing. Bid closing may be extended by the City to consider a protest or request.

**5.** The terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

**6.** It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached and they shall be accepted as part of the contract when issued.

**7.** The undersigned agrees that upon written acceptance of this bid s/he will, within ten (10) working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

- Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
- Certificates of Insurance for General Liability and Vehicle coverage
- Certificates of Coverage for Workman Compensation and unemployment insurance;
- All other bonds, permits, licenses, etc. as required in the contract documents.

**8.** It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall

the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

**9.** The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

**10.** The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

**11.** In stating prices, it is understood that the prices include all materials and work required to complete the contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE", the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

**12.** The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.

**13.** The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law for proposed bid prices that exceed $50,000. The undersigned, as Bidder, acknowledges that provisions of ORS 279C.800 – 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), Bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)]. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

**14.** The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

**15.** Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10% Bid Amount, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of

Ashland as liquidated damages for the delay and additional expense to the Owner caused thereby. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

**16.** The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

**17.** The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The Bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

**18.** The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

- The work shall be commenced within ten (10) working days after receipt of the written Notice to Proceed.

- The work shall be completed in all respects within 60 calendar days following issuance of the Notice to Proceed.

- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the Bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

**19.** The undersigned Bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the Bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

**20.** The undersigned Bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the Bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

**21.** In determining the lowest responsible Bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides. "Resident Bidder" of Oregon means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the Bidder is a "resident Bidder" of the State of Oregon. The

undersigned represents him/her self in this bid to be either a Resident or a Non resident Bidder by completing the appropriate blank below.

- The Bidder is ✓ or is not _____ a resident Bidder as defined in ORS 279A.120.

**22.** The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

**23.** The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

**24.** The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

**25.** The undersigned confirms the Bidder or their subcontractor is licensed under ORS 468A.710 for asbestos removal.

**26.** The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

**27.** The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in the Solicitation and Contract documents.

**28.** The Bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on the ORPIN website. The Bidder must check the website frequently until closing.

The Bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

**ADDENDUM NUMBER 1 THROUGH 2 HAVE BEEN REVIEWED**

**29.** The Bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a Bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

**30.** A First-Tier Subcontractor Disclosure Form is enclosed and must be filled out by the Bidder for the disclosure of information about certain first-tier subcontractors (those subcontractors contracting directly with the Bidder) when the contract price exceeds $75,000 (see ORS 279C.370).

Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:

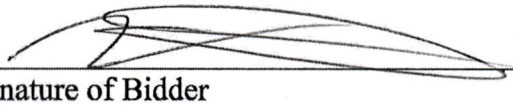
- The subcontractor's name and address,
- The subcontractor's Construction Contractor Board registration number, if one is required,
- The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. The City may reject a Bid if the Bidder fails to submit the disclosure form with this information within two hours of Bid closing.

This document shall not be faxed. It is the responsibility of Bidders to submit this disclosure form and any additional sheets by the deadline. See instructions to Bidders. The disclosure should be submitted on the first-tier subcontractor disclosure form attached to this invitation to bid.

**31.** Bidder Information and Signature

C&L Home and Construction Services — Firm Name of Bidder

 — Signature of Bidder

Nicholas Chaney — Printed Name of Bidder

Owner — Official Title

Oregon — State of Incorporation

208850 — CCB Number

Dated this 19 day of June, 2023

## 2.2 BID SCHEDULE

**Base Bid**

| No. | Description | QTY | Unit | Unit Price | Item Total |
|---|---|---|---|---|---|
| 1. | Remove existing roof system(s) and appurtenances (by a licensed asbestos abatement contractor for asbestos containing material) | 1 | LS | $168180 | $168180 |
| 2. | Inspect wood decking and remove and replace as needed | 2000 | SF | $8 | $16,000 |
| 3. | Inspect wood frame supporting decking and remove and replace as needed | 100 | LF | $165 | $16500 |
| 4. | Inspect and repair structure underneath parapet flashing | 100 | LF | $150 | $15000 |
| 5. | Provide and install new PVC roof membrane system and appurtenances, and extend gym downspout 30 feet | 1 | LS | $384650 | 384,650 |
| 6. | Replace damaged parapet cap flashing | 100 | LF | $65 | 6500 |
| | | | | **GRAND TOTAL:** | $606,830 |

**Alternate Bid**

Alternate bid amounts, whether a positive or negative number, shall be the difference between what is specified in the Base Bid and the requested Alternate Bid

| No. | Description | QTY | Unit | Unit Price | Item Total |
|---|---|---|---|---|---|
| 1. | Replace all parapet cap flashing | 760 | LF | 55 | 41,800 |
| | | | | **GRAND TOTAL (Base Bid plus additive bid):** | |

Items not listed shall be considered incidental to the project. Quantities indicated are approximate and are prepared for comparison purposes only. The Bidder shall perform its own quantity take-off to establish the quantity of work to be performed for contract pricing. The Project Manager and the City assume no liability for incorrect quantities.

C+R Home and Construction Services

Firm Name of Bidder

Signature of Bidder

Nicholas Chaney

Printed Name of Bidder Official Title

Dated this 19 day of June, 2023

2.3 **FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**
per ORS 279C.370 and OAR 137-049-360

Project Name: Briscoe School Roof Replacement

Project No.: 2019-27 Bid Opening Date: _____

Bidder Name: C&R Home and Construction Services LLC

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets if needed.

| Firm Name: None | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

**CERTIFICATIONS OF REPRESENTATION**

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and

(b) Contractor 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. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

✓ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my 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) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.



Contractor

6-19-23

Date

## 2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

per ORS 279C.370 and OAR 137-049-360

Project Name: Briscoe Roof Replacement

Project No.: _____ Bid Opening Date: 6/22/23

Bidder Name: C&R Homes and Construction Services LLC

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets if needed.

| Firm Name: Global Pacific Environmental Inc. | Dollar Amount: $135,000 |
|---|---|
| Category of Work: Asbestos Abatement | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

| Firm Name: | Dollar Amount: |
|---|---|
| Category of Work: | |

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Contract Change Order with Pilot Rock Excavation for the Wastewater Treatment Plant Outfall Relocation Construction Project 2013-21 | |
| **From** | Scott A. Fleury, PE<br>Chance E. Metcalf, PMP | Public Works Director<br>Senior Project Manager |
| **Contact** | Scott.fleury@ashland.or.us<br>Chance.metcalf@ashland.or.us | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

Before Council is a request to approve a Change Order to complete the construction of the Wastewater Treatment Plant (WWTP) Outfall Relocation Project, No. 2013-21. Staff seeks Council's authorization to increase the public improvement construction contract with Pilot Rock Excavation from $2,599,376.84 to $3,187,978.25. Completion of the WWTP Outfall Relocation Project is a requirement of the National Pollution Discharge Elimination System (NPDES) Permit that governs the City's operation of the WWTP.

**POLICIES, PLANS & GOALS SUPPORTED**

**Policy –** Execution of the change order will support the City's obligation to comply with policy established by the Federal Clean Water Act and applied as enforceable conditions by DEQ in the City's active National Pollutant Discharge Elimination System (NPDES) permit for the WWTP, issued on March 1, 2022.

**Plans –** This change order will enable the City to complete an important compliance project identified in the 2012 Comprehensive Sanitary Sewer Master Plan, approved by Council approximately 10 years ago.

**City Council Goals -** (supported by this project):
Maintain Essential Services.

- Wastewater

**Department Goals -** The requested loan revisions will support applicable 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 ACTIONS**

The Council has previously approved numerous contracts for the outfall relocation project including, studies, preliminary and final engineering and the final construction phase.

**BACKGROUND AND ADDITIONAL INFORMATION**

A 2012 City Administrator and Finance Director delegation's memo outlines the requirements for Council approval with respect to Contract Amendments.

Memo excerpt:
12.(C): Competitive Sealed Bid (ITB), Competitive Sealed Proposal (RFP) and Sole Source Procurements -A contract may be amended in accordance with OAR 137-047-0800,
but the **cumulative amendments must not increase the total contract price to a sum that is greater than twenty-five (25%) of the original contract price or $250,000, whichever is less.**
12.(G): A change order or contract amendment that exceeds this authority will require the approval of the City Council

The change order for the project exceeds the $250,000 authority from the delegations memo and thus is being brought forward to Council for approval.

***General Background Information***

The outfall of the WWTP currently discharges warm effluent to Ashland Creek. In-stream flows in Ashland Creek are often too low to buffer the temperature impact from the effluent, and do not promote effective mixing (i.e. beneficial dilution), which results in exceedances of water quality standards DEQ has established to protect migratory fish in the Bear Creek basin. On March 1, 2022, the City received a new NPDES Permit from Oregon DEQ. The Permit includes limits on effluent temperature at the point of discharge and the in-stream mixing zone, with which the City is currently unable to comply. One of several capital projects required by the new Permit to meet temperature and mixing zone regulations is the Outfall Relocation Project. This Project was first endorsed in the 2012 Comprehensive Sanitary Sewer Master Plan (Keller Associates), in anticipation of today's Permit terms. Relocating the outfall to Bear Creek, a much larger stream than Ashland Creek, has been approved by DEQ as an effective temperature mitigation and mixing strategy and a path to regulatory compliance.

May 17, 2023, Council approved a Public Works Improvement contract with Pilot Rock Excavation for the construction of the WWTP Outfall Relocation Project.

**Change Order Breakdown:**

1. During construction it was determined the amount of effort estimated for Rock excavation was half of the true need
2. There was a clerical error in the quantity of the turf stone pavers and matting needed to accomplish the Ashland Pond Scope of work as part of the WWTP Outfall Relocation Project
3. During construction and in conjunction the DEQ it was determined how the WWTP monitors and measures influent and effluent flow rates can lead to flow measurement discrepancies, which in turn could lead to permit violations. The measurement issues are related to the need to operate the membranes seasonally, but also intermittently during the offseason. After numerous meetings with DEQ, the direction suggested was to install a dedicated flow meter which would eliminate flow monitoring errors and thus the possibility of a thermal load exceedance as part of the City's permit requirements. This allowed the City with DEQ approval to eliminate a DEQ required flowmeter to Ashland Creek (in case of high flow spill overs).

**FISCAL IMPACTS**

The Outfall Relocation Project is funded by CWRSF Loan R11755. The loan amount, amended on May 3, 2022, is for $3,500,000. The CWSRF Loan currently does not have sufficient funds to cover the total project costs. Recent and

ongoing escalation in labor and materials costs are driving construction costs higher than anticipated when DEQ and City of Ashland negotiated the current loan and amendment amounts. Staff explored two project funding options to cover the total costs. The first option was to use ending fund balance to cover the additional costs and the second option was to amend the current DEQ issued loan to cover the total amount. Staff's recommendation is to amend the current loan to cover the total project cost and utilize the found balance to pay for the debt service. Staff will request Council authorize a resolution to increase the loan amount as separate action.

From the full fiscal breakdown below, there is an estimated $1.1 million shortfall between the loan to project contracts at the beginning of the project. According to our project estimates at final completion we expect to save an estimated $406,550 on Construction Administration contract which will help offset the construction change order with Pilot Rock Excavation. At project completion we are showing to have an estimated project total increase of $182,051.41 over the original agreed upon contracts. The fiscal breakdown shows the need for a loan increase of an estimated $1.3 million to accommodate the projects entirety.

**WWTP OUTFALL RELOCATION PROJECT FISCAL BREAKDOWN**

| | Contract | To Date | Balance | Final Estimate | Left/Need |
|---|---|---|---|---|---|
| Administrative Services | $577,642.00 | $577,642.00 | $0.00 | $577,642.00 | $0.00 |
| Design Engineering Services | $398,459.00 | $398,459.00 | $0.00 | $398,459.00 | $0.00 |
| Construction Administration | $996,550.00 | $471,601.38 | $524,948.62 | $590,000.00 | $406,550 |
| Construction (Pilot Rock) | $2,599,376.84 | $2,597,429.84 | $1,947 | $3,187,978.25 | ($588,601.41) |
| **Total -** | **$4,572,027.84** | **$4,045,132.22** | **$0.00** | **$4,754,079.25** | **($182,051.41)** |
| CWRSF Loan R11755 | $3,500,000.00 | $3,500,000.00 | $0.00 | $4,800,000.00 | ($1,300,000.00) |

**DISCUSSION QUESTIONS**

Does the Council have any questions regarding the proposed change order for the Outfall Relocation Project?

**SUGGESTED NEXT STEPS**

Staff recommends Council Approve Change Order #3 with Pilot Rock Excavation increasing the current contract amount by $588,601.41 to allow completion of the Wastewater Treatment Plant Outfall Relocation Project and accommodate a scope change adding a dedicated flow meter at the new outfall effluent structure.

**MOTION:**

I move approval of Change Order #3 with Pilot Rock Excavation in the amount of $588,601.41 to complete the construction of the WWTP Outfall Relocation Project.

**REFERENCES & ATTACHMENTS**

Attachment #1: Change Order #3 with Pilot Rock Excavation.

# CITY OF ASHLAND

## DEPARTMENT OF PUBLIC WORKS

CONTRACT CHANGE ORDER NO. 3

| | | | |
|---|---|---|---|
| PROJECT: | WWTP Outfall Relocation - Construction | DATE: | 06/28/23 |
| LOCATION: | Wastewater Treatment Plant | PROJECT NO.: | 2013-21 |
| CONTRACTOR: | Pilot Rock Excavation | PO NO: | 20220355 |

You are requested to perform the following described work upon receipt of an approved copy of this document or as described by the Engineer:

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|---|---|---|---|---|---|
| | REDUCED BID ITEM AMOUNT | | | | |
| 2 | Temp flow control plan - sewer | EA | -2 | $2,000.00 | $ (4,000.00) |
| 4 | Temp flow control plan - Embank | EA | -1 | $2,000.00 | $ (2,000.00) |
| 7 | Erosion & Sediment fence&wattle | LF | -3,800 | $3.50 | $ (13,300.00) |
| 8 | Erosion & Sediment Inlet protect | EA | -1 | $150.00 | $ (150.00) |
| 9 | Erosion & Sediment dewatering | EA | -1 | $8,000.00 | $ (8,000.00) |
| 11 | Erosion & Sediment Tree Protect | EA | -1 | $1,500.00 | $ (1,500.00) |
| 12 | Erosion & Sediment silt barrier | EA | -9 | $1,000.00 | $ (9,000.00) |
| 14 | Water Control Plan Ashland Pond | EA | -1 | $2,000.00 | $ (2,000.00) |
| 16 | Water Control Plan Bear Creek | EA | -1 | $2,000.00 | $ (2,000.00) |
| 18 | Water Control Plan Pond Intake | EA | -1 | $2,000.00 | $ (2,000.00) |
| 26 | Embankment Excavation | CY | -27 | $35.00 | $ (945.00) |
| 27 | Embankment Construction | CY | -27 | $50.00 | $ (1,350.00) |
| 43 | Foundation Stabilization | CY | -25 | $55.00 | $ (1,375.00) |
| 63 | Bear Creek Ex Fence & Restore | LF | -30 | $100.00 | $ (3,000.00) |
| | INCREASED BID ITEM AMOUNT | | | | |
| 21 | Construction Surveying | LS | 1 | $2,496.00 | $ 2,496.00 |
| 22 | Chainlink Fence | LF | 240 | $90.00 | $ 21,600.00 |
| 40 | Diversion Structure - Flow Meter | LS | 1 | $311,909.08 | $ 311,909.08 |
| 47 | Ashland Pond Spillway Turfstones | SF | 2,365 | $26.00 | $ 61,490.00 |
| 48 | Ashland Pond Turf Reinforce matt | SF | 1,421 | $20.00 | $ 28,420.00 |
| 56 | Rock Excavation | CY | 593 | $250.00 | $ 148,335.00 |
| 67 | Pathway Surfacing | SF | 5,250 | $1.10 | $ 5,775.00 |
| 68 | Asphalt Pavement | SF | 2,000 | $10.00 | $ 20,000.00 |
| 77 | Water Control Plan Div Structure | LS | 1 | $0.00 | $ - |
| 78 | Water Control System Div Struct | LS | 1 | $0.00 | $ - |
| 79 | Instruments & Sum Pump | LS | 1 | $24,100.07 | $ 24,100.07 |
| 80 | Electrical & Signal wiring | LS | 1 | $15,096.26 | $ 15,096.26 |
| Total this Change Order | | | | | $ 588,601.41 |
| Previous Change Order | | | | | $ 44,190.84 |
| Original Contract Total | | | | | $ 2,555,186.00 |
| **Revised Contract Total** | | | | | **$ 3,187,978.25** |
| | **PERCENT CHANGE OF ORIGINAL CONTRACT** | | | | **24.8%** |

Account No: 086100.704200 - **$588,601.41**

The time provided for completion of this contract is increased by no calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended By: Chance Metcalf — Project Manager — 06/28/2023 — Date

Approved By: _____ — Public Works Director — _____ — Date

Approved By: _____ — City Manager — _____ — Date

Accepted By: _____ — Contractor — 6/28/23 — Date

Jacobs

# Contract Modification

| PROJECT DATA | | | |
|---|---|---|---|
| Project Name: | WWTP Outfall Relocation | Client: | City of Ashland, Oregon |
| Project No.: | 2013-21 / D3644400 | Project Location: | Ashland, Oregon |
| Contractor | Pilot Rock Excavation | Date: | 6/7/2023 |

| CONTRACT MODIFICATION DATA | | | |
|---|---|---|---|
| ☒ Change Order | ☐ Written Amendment | Modification No.: | 005 |

**The following modification(s) to the Contractor are hereby ordered (use additional pages if required):**

Includes additional effort for demolition of buried chainlink fence. Add flow meter vault to effluent diversion structure, add flow meter, piping, sump pump, appurtenances, signal and electrical wiring. Add effluent manhole, temporary pumped bypass and temporary gravity bypass. Also including additional demolition of buried chainlink fence. And all other work as shown in the drawings and required by the specifications. Reduces quantities for bid items with work completed or not used.

01 29 00 Payment Procedures, Article 1.06 Payment Modify Pay Items for reduced work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 2 | Temporary Flow Control Plan: Sewer Relocation | Payment to provide an approved Temporary Flow Control Plan: Sewer Relocation, including modifications and revisions required through the submittal process will be made at the Contract amount for the item "Temporary Flow Control Plan: Sewer Relocation". | EA | -2 | $2,000 | -$4,000 |
| 4 | Temporary Flow Control Plan: Embankment Construction | Payment to provide and implement the approved Temporary Flow Control Plan: Embankment Construction, including modifications and revisions required through the submittal process will be made at the Contract amount for the item "Temporary Flow Control Plan: Embankment Construction". | EA | -1 | $2,000 | -$2,000 |
| 7 | Erosion and Sediment Control: Sediment Fence and Straw Wattle | Payment to provide Sediment Fence and Straw Wattle at the Contract unit price for the item "Erosion and Sediment Control: Sediment Fence and Straw Wattle". No separate or additional payment will be made for: labor, demolition, disposal, excavation, fill, construction and removal of temporary slopes and berms, backfill, compaction, incidentals or for erosion control work outside the construction limits. | LF | -3,800 | $3.50 | -$13,300 |
| 8 | Erosion and Sediment Control: Inlet Protection | Erosion and Sediment Control: Inlet Protection | EA | -1 | $150 | -$150 |
| 9 | Erosion and Sediment Control: Dewatering Discharge Sediment Settling Tank | Payment to provide a Dewatering Discharge Sediment Settling Tank at the Contract unit price for the item "Erosion and Sediment Control: Dewatering Discharge Sediment Settling Tank". No separate or additional payment will be made for transport, moving, or adjustment of the tank. | EA | -1 | $8,000 | -$8,000 |
| 11 | Erosion and Sediment Control: Tree Protection Fence | Payment to provide tree protection fence at the Contract unit price for the item "Erosion and Sediment Control: Tree Protection Fence". | EA | -1 | $1,500 | -$1,500 |
| 12 | Erosion and Sediment Control: Floating Silt Barrier | Payment to provide a Floating Silt Barrier at the Contract unit price for the item "Erosion and Sediment Control: Floating Silt Barrier". | EA | -9 | $1,000 | -$9,000 |
| 14 | Water Control Plan: Ashland Pond Pump Down | Payment to provide an approved Water Control Plan: Ashland Pond Pump Down, including modifications and revisions required through the submittal process will be made at the | EA | -1 | $2,000 | -$2,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Contract amount for the item "Water Control Plan: Ashland Pond Pump Down". | | | | |
| 16 | Water Control Plan: Bear Creek Outfall | Payment to provide an approved Water Control Plan: Bear Creek Outfall, including modifications required through the submittal process will be made at the Contract amount for the item "Water Control Plan: Bear Creek Outfall". | EA | -1 | $2,000 | -$2,000 |
| 18 | Water Control Plan: Ashland Pond Intake | Payment to provide an approved Water Control Plan: Ashland Pond Intake, including modifications and revisions required through the submittal process will be made at the Contract amount for the item "Water Control Plan: Ashland Pond Intake". | EA | -1 | $2,000 | -$2,000 |
| 26 | Embankment: Excavation | Payment for excavation at the Contract unit price for the item "Embankment: Excavation".<br><br>No separate or additional payment will be made for site clearing, excavation and disposal of spoil, soil support safety systems, and incidental work. | CUYD | -27 | $35 | -$945 |
| 27 | Embankment: Construction | Payment to provide embankment construction at the Contract unit price for the item "Embankment: Construction".<br><br>No separate or additional payment will be made for: labor, demolition, disposal, excavation, excavation safety systems, subgrade preparation, fill and backfill, geotextile, soil cover, compaction, testing, or incidentals. Does not include surface restoration. | CUYD | -27 | $50 | -$1,350 |
| 43 | Foundation Stabilization Rock | Payment to provide foundation stabilization rock at the Contract unit price for the item "Foundation Stabilization Rock". No separate or additional payment will be made for: labor, demolition, disposal, excavation, excavation safety systems, compaction, testing, or incidentals. | CUYD | -25 | $55 | -$1,375 |
| 63 | Bear Creek Excavation: Fence Extension and Restoration | Payment to provide chainlink fence repair and fence panel at the Contract unit price for the item "Bear Creek Excavation: Fence extension and Restoration". Payment will be for demolition of existing and disposal, providing all materials, equipment, labor and incidentals to complete the work as specified | LF | -30 | $100 | -$3,000 |

01 29 00 Payment Procedures, Article 1.06 Payment Modify Pay Item 21 for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 21 | Construction Surveying | Payment for Construction Surveying will be made at the Contract lump sum amount for the item "Construction Surveying". | LS | 1 | $2,496.00 | $2,496.00 |

01 29 00 Payment Procedures, Article 1.06 Payment Modify Pay Item 22 for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 22 | Chainlink Fence | Payment to provide chainlink fence at the Contract unit price for the item "Chainlink Fence". Payment will be for demolition of existing and disposal, temporary security fence, providing all materials, equipment, labor and incidentals to complete the work as specified | Linear Feet | 240 | $90.00 | $21,600.00 |

01 29 00 Payment Procedures, Article 1.06 Payment Modify Pay Item 40 for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 40 | Effluent Diversion Structure | Payment to provide the effluent diversion structure including signal and electrical conduit, 24" effluent pipe, sump pump discharge piping and effluent manhole at the Contract unit price for the item "Effluent Diversion Structure".<br>No separate or additional payment will be made for: labor, demolition, disposal, site clearing, excavation, excavation safety systems, subgrade preparation, concrete, reinforcing, fill and backfill, pipe connections, grating, slide gates, stairs, grading, compaction, riprap, concrete sidewalk, concrete curb and gutter, irrigation system repair, flanged pipe spool, wall pipes, appurtenances, 24" effluent pipe, effluent manhole, relocation of oil-water separator or incidentals. Does not include magmeter, level switches, sump pump or wiring. | LS | 1 | $311,909.08 | $311,909.08 |

01 29 00 Payment Procedures, Article 1.06 Payment Modify Pay Item 68 for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 68 | Asphalt Pavement | Payment to provide asphalt paving at the Contract unit price for the item "Asphalt Pavement".<br>No separate or additional payment will be made for: labor, materials, or incidentals. | SQFT | 2000 | $10.00 | $20,000.00 |

01 29 00 Payment Procedures, Article 1.06 Payment Add the following Pay Items for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 77 | Water Control Plan: Effluent Diversion Structure | Payment to provide an approved Water Control Plan: Effluent Diversion Structure, including modifications required through the submittal process will be made at the Contract amount for the item " Water Control Plan: Effluent Diversion Structure". Includes both pumped and gravity elements. | LS | 1 | $0 | $0 |

01 29 00 Payment Procedures, Article 1.06 Payment Add the following Pay Items for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 78 | Water Control System: Effluent Diversion Structure | Payment to provide and implement the approved Water Control Plan: Effluent Diversion Structure, will be made at the Contract amount for the item "Water Control System: Effluent Diversion Structure". No separate or additional payment will be made for: labor, demolition, disposal, excavation, excavation safety systems, backfill, compaction, piping, fittings, appurtenances, connections, testing, surface restoration, or incidentals. | LS | 1 | $0 | $0 |

01 29 00 Payment Procedures, Article 1.06 Payment Add the following Pay Items for additional work as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 79 | Instruments and Sump Pump | Payment to provide the magmeter, level switches and sump pump at the Contract unit price for the item "Instruments and Sump Pump ". No separate or additional payment will be made for: labor, demolition, disposal, site clearing, excavation, excavation safety systems, subgrade preparation, concrete, reinforcing, fill and backfill, pipe connections, grating, slide gates, stairs, grading, compaction, riprap, concrete sidewalk, concrete curb and gutter, irrigation system repair, or incidentals. Does not include wiring. | LS | 1 | $24,100.07 | $24,100.07 |
| 80 | Electrical and Signal Wiring | Payment to provide the electrical and signal wiring, including terminations at the equipment and in the panels at the Contract unit price for the item "Electrical and Signal Wiring". No separate or additional payment will be made for: labor, demolition, disposal, site clearing, excavation, excavation safety systems, subgrade preparation, concrete, reinforcing, fill and backfill, pipe connections, grating, slide gates, stairs, grading, compaction, riprap, concrete sidewalk, concrete curb and gutter, irrigation system repair, or incidentals. | LS | 1 | $15,096.26 | $15,096.26 |

01 29 00 Payment Procedures, Article 1.06 Payment Add the following additional field quantities as described.

| Item No. | Description | Payment | Unit | CO-05 Qty | CO-05 Unit Price | CO-05 Price |
|---|---|---|---|---|---|---|
| 47 | Ashland Pond Emergency Spillway: turfstone pavers | Payment for turfstone pavers at the Contract unit price for the item "Ashland Pond Emergency Spillway: turfstone pavers".<br>No separate or additional payment will be made for CLSM backfill to elevations shown, bedding, anchoring, topsoil, and incidental work. | SQFT | 2365 | $26 | $61,490 |
| 48 | Ashland Pond Emergency Spillway: Turf Reinforcement Matting | Payment to provide permanent erosion control matting at the Contract unit price for the item "Ashland Pond Emergency Spillway: Turf Reinforcement Matting".<br>No separate or additional payment will be made for: material, anchoring, and incidental work. | SQFT | 1421 | $20 | $28,420 |
| 56 | Rock Excavation | Payment to provide rock excavation at the Contract unit price for the item "Rock Excavation".<br>No separate or additional payment will be made for: disposal, excavation safety systems, subgrade preparation, or incidentals. | CUYD | 593.34 | $250 | $148,335 |
| 67 | Pathway Surfacing | Payment to provide pathway surfacing at the Contract unit price for the item "Pathway Surfacing".<br>No separate or additional payment will be made for: labor, materials, edging, or incidentals. | SQFT | 5250 | $1.10 | $5,775 |

| Reason for Modification(s): |
|---|
| Add flow measuring capability and permanent bypass around the Effluent Diversion Structure at the Ashland WWTP. |

| Attachments (List Supporting Documents): |
|---|
| Drawings:<br>G-001, G-006, C-205, C-206, C-225, S-202, E-202, E-205, E-501, E-510<br><br>Specifications:<br>- 26 05 01 Electrical<br>- Supplement F04 – Flow Transmitter, Electromagnetic<br>- Supplement L50 – Level Switch, Tuning Fork |

| Contract Amount or Price | | Contract Times (Calculate Days) | |
|---|---|---|---|
| Original | $2,555,186 | Original Duration | 490 Days |
| Previous Contract Modification(s) (Add/Deduct) | $44,190.84 | Previous Contract Modification(s) (Add/Deduct) | 0 Days |
| This Contract Modification (Add/Deduct) | $588,601.41 | This Contract Modification (Add/Deduct) | 53 Days |
| Revised Contract | $3,187,978.25 | Revised Contract Time | 543 Days |
| | | Revised Contract Completion Date: 12/1/2023 | |

| SIGNATURE RECORD | | | |
|---|---|---|---|
| Owner: | | Date: | Click here to enter a date. |
| Contractor: | | Date: | Click here to enter a date. |
| Engineer Recommendation: | | Date: | Click here to enter a date. |

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Resolution: 2023-31 Approving an Amendment to the Loan Ceiling of the Clean Water State Revolving Fund Loan R11755 for the Wastewater Treatment Plant Outfall (WWTP) Relocation Project | |
| **From** | Scott A. Fleury, PE<br>Chance E. Metcalf, PMP | Public Works Director<br>Senior Project Manager |
| **Contact** | Scott.fleury@ashland.or.us (541) 552-2419<br>Chance.metcalf@ashland.or.us (541) 552-2448 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

Before Council is a request to approve an increase to an existing loan the City has obtained through Department of Environmental Quality (DEQ) Clean Water State Revolving Fund (CWSRF) Loan Program. The loan supports the Wastewater Treatment Plant Outfall (WWTP) Relocation Project. DEQ has approved the loan increase on their end and in order to proceed forward a Council authorized resolution is required. The increase changes the previously authorized funding amount of $3.5 million to $4.8 million an increase of $1.3 million.

**POLICIES, PLANS & GOALS SUPPORTED**

**City Council Goals -** (supported by this project):

Maintain Essential Services.

- Wastewater

**Policy -** Council's approval and authorization of the requested loan revision will support the City's obligation to comply with policy established by the Federal Clean Water Act and applied as enforceable conditions by DEQ in the City's active National Pollutant Discharge Elimination System (NPDES) permit for the WWTP, issued on March 1, 2022.

**Plans -** The requested loan revision will enable the City to carry out one of the important compliance projects identified in the 2012 Comprehensive Sanitary Sewer Master Plan, approved by Council approximately 10 years ago.

**Goals -** The requested loan revisions will support applicable 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 ACTIONS**

The Council has taken numerous actions associated with the WWTP Outfall Relocation Project and the associated DEQ loan (R11755) that supports it.

**BACKGROUND AND ADDITIONAL INFORMATION**

The outfall of the WWTP currently discharges warm effluent to Ashland Creek. In-stream flows in Ashland Creek are often too low to buffer the temperature impact from the effluent, and do not promote effective mixing (i.e. beneficial dilution), which results in exceedances of water quality standards DEQ has established to protect migratory fish in the Bear Creek basin. On March 1, 2022, the City received a new NPDES Permit from Oregon DEQ. The Permit includes limits on effluent temperature at the point of discharge and the in-stream mixing zone, with which the City is currently unable to comply. One of several capital projects required by the new Permit to meet temperature and mixing zone regulations is the Outfall Relocation Project. This Project was first endorsed in the 2012 Comprehensive Sanitary Sewer Master Plan (Keller Associates), in anticipation of today's Permit terms. Relocating the outfall to Bear Creek, a much larger stream than Ashland Creek, has been approved by DEQ as an effective temperature mitigation and mixing strategy and a path to regulatory compliance.

May 3, 2022, Council approved Resolution Authorizing and Approving an Amendment to State Revolving Fund Lona Agreement R11755. The resolution converted the balance of a pre-existing design loan to a construction loan and increased the loan amount to a total of $3,500,000.

This project is currently 70% complete with construction. Work completed to date has been financed from the Clean Water State Revolving Fund (SRF) loan, administered by Oregon DEQ. The current active SRF loan, Loan R1175, is for $3,500,000, with no remaining balance. The City has completed the necessary administrative steps to increase the Loan R11755 ceiling to complete construction, and now seeks approval from Council to authorize an increase in the loan ceiling to ensure adequate funding is available for construction completion.

The City is currently on-track to complete construction ahead of the Compliance Schedule established in the new Permit. The Compliance Schedule identifies major milestones from achieving compliance with a handful of water quality regulations the City currently exceeds on a regular basis. Maintaining a good lead on the Compliance Schedule is beneficial for several reasons. First, it ensures that the City will comply with applicable regulations on-time, thus avoiding costly civil and/or criminal penalties could be levied for non-compliance. Second, it helps minimize the financial impact of inflationary pressures and construction cost escalation that will inevitably drive project costs up as time passes.

**FISCAL IMPACTS**

This request seeks authorization to increase the amount of SRF Loan R11755 by $1,300,000. This increase will fund the completion of construction. The CWSRF Loan currently does not have sufficient funds to complete the project because recent and ongoing escalation in labor and materials costs are driving construction costs higher than anticipated when DEQ and City of Ashland negotiated the current loan and amendment amounts.

The CWSRF provides below-market rate loans to public agencies for planning and implementing water pollution control activities. The City's loan has a twenty-year repayment period with an interest rate of one percent per annum and an annual fee equal to 0.5 percent of the balance.

From the full fiscal breakdown below, there was an estimated $1.1 million shortfall between the loan to project contracts at the beginning of the project. According to our project estimates at final completion we expect to save an estimated $406,550 on Construction Administration contract which will help offset the construction change order with Pilot Rock Excavation. At project completion we are showing to have an estimated project

total increase of $182,051.41 over the original agreed upon contracts. The fiscal breakdown shows the need for a loan increase of an estimated $1.3 million to accommodate the projects entirety.

**WWTP OUTFALL RELOCATION PROJECT FISCAL BREAKDOWN**

| | Contract | To Date | Balance | Final Estimate | Left/Need |
|---|---|---|---|---|---|
| Administrative Services | $577,642.00 | $577,642.00 | $0.00 | $577,642.00 | $0.00 |
| Design Engineering Services | $398,459.00 | $398,459.00 | $0.00 | $398,459.00 | $0.00 |
| Construction Administration | $996,550.00 | $471,601.38 | $524,948.62 | $590,000.00 | $406,550 |
| Construction (Pilot Rock) | $2,599,376.84 | $2,597,429.84 | $1,947 | $3,187,978.25 | ($588,601.41) |
| **Total -** | **$4,572,027.84** | **$4,045,132.22** | **$0.00** | **$4,754,079.25** | **($182,051.41)** |
| CWRSF Loan R11755 | $3,500,000.00 | $3,500,000.00 | $0.00 | $4,800,000.00 | ($1,300,000.00) |

**DISCUSSION QUESTIONS**

Does the Council have any questions regarding the project or associated loan increase?

**SUGGESTED NEXT STEPS**

Staff recommends approving increasing the CWSRF loan R11755 ceiling to adequately finance the WWTP Outfall Relocation Project construction.

**MOTION:**

I move to approve "A Resolution Authorizing and Approving an Amendment to Clean Water State Revolving Fund Loan Agreement No. R11755," and further authorize the City Manager to sign the loan documents for the new loan amount.

**REFERENCES & ATTACHMENTS**

Attachment #1: A Resolution Authorizing and Approving and Amendment to the Loan Ceiling of Clean Water State Revolving Fund Loan R11755

Attachment #2: Proposed Loan Agreement R11755

# RESOLUTION NO. 2023-32

# A RESOLUTION AUTHORZING AND APPROVING A STATE REVOLVING FUND LOAN AGREEMENT TO FINANCE WASTEWATER SYSTEM PROJECTS AND REPEALING RESOLUTION 2022-09

**RECITALS:**

A. The city of Ashland (the "City") has entered into negotiations with the State of Oregon Department of Environmental Quality (the "DEQ") for a loan to the City from the Clean Water State Revolving Fund ("CWSRF") in the approximate amount of $4,800,000 for the purposes of wastewater treatment plant effluent outfall relocation.

B. The DEQ has provided the City a proposed CWSRF Loan Agreement (R11755).

C. The Interest rate on the proposed loan is 1.00% per annum.

D. The proposed loan is to be fully repaid 20 years after the estimated or actual date of completion of the project, whichever is earlier.

E. The proposed loan would be secured by the Net Operating Revenues of the City's wastewater system.

F. Under the proposed loan, the City would pay an annual fee of 0.5% of the Outstanding Loan Amount, in addition to interest.

G. The proposed loan requires the City to review its wastewater rates and fees at least annually and to adjust them as necessary to ensure collections sufficient to meet a specified debt service requirement.

H. The City Attorney and Director of Finance have approved this proposed agreement as to legal sufficiency and conformance with generally accepted accounting principles.

**THE CITY COUNCIL OF THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**

SECTION 1. This resolution repeals and replaces Resolution 2022-09.

SECTION 2. The City does authorize and approve of the form of the SRF Loan Agreement for the financing of wastewater system projects.

SECTION 3. The City does authorize and approve the establishment and funding of a designated reserve account to meet the "Loan Reserve" requirement of the SRF Loan

Agreement, and does direct the Director of Finance to establish this loan reserve.

SECTION 4. The City does authorize and approve the Director of Finance and the City Manager, acting for and on behalf of the City and without further action by the City Council, to execute the final DEQ CWSRF Loan Agreement and such other and additional documents as may reasonably be required for the consummation and closing of the loan, and any amendments required thereafter.

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

_____
Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this _____ day of _____, 2023.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Doug McGeary, Acting City Attorney

# CLEAN WATER STATE REVOLVING FUND
# LOAN AGREEMENT NO. R11755
# AMENDMENT NO. 2

## CITY OF ASHLAND

This Amendment No. 2 ("Amendment") to Loan Agreement No. R11755 (the "Loan Agreement") is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ") and City of Ashland (the "Borrower"), effective as of the Effective Date indicated below. Capitalized terms used in this Amendment which are not defined herein have the meanings assigned to them in the Loan Agreement.

The purpose of this Amendment is to increase the loan amount by $1,300,000 to accommodate increased construction costs; update the project description to include construction costs; update Appendix A: Repayment Schedule, Appendix B: Estimated Disbursement Schedule, and the Loan Reserve Requirement to account for the increased loan amount.

Date of Loan Agreement: January 26, 2021

The parties agree as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on the date that it is fully executed and approved as required by applicable law.

2. **AMENDMENTS TO AGREEMENT.**

   a. ARTICLE 1(C) is amended and restated as follows:

   "**(C) LOAN AMOUNT:** $4,800,000."

   b. ARTICLE 1(F) is amended and restated as follows:

   "**(F) DESCRIPTION OF THE PROJECT:** This design and construction project will relocate the City of Ashland's Wastewater Treatment Plant outfall from Ashland Creek to Bear Creek. The work would include approximately 2,000 buried linear feet of pipeline, Bear Creek outfall installation, and Ashland pond intake and outlet modifications. The pipeline Southern Alignment was selected."

   c. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:

"Until the Final Loan Amount is calculated, the Loan Reserve Requirement is $224,206."

d. The attached "Appendix A: Repayment Schedule" replaces the current "Appendix A: Repayment Schedule" in its entirety.

3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **ORIGINAL AGREEMENT.** Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect. The Borrower certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**BORROWER:** CITY OF ASHLAND

By:_____ Date: _____

Typed Name: _____

Title: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By:_____ Date: _____
Michael E. Kucinski,
Deputy Water Quality Administrator

# APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
**STATE REVOLVING FUND LOAN PROGRAM**

## *REPAYMENT SCHEDULE*

| | | | |
|---|---|---|---|
| BORROWER: | **City of Ashland** | ANNUAL INTEREST RATE: | 1.00% |
| SRF LOAN NO.: | **R11755** | PAYMENT AMOUNT: | $ 135,773 |
| LOAN AMOUNT: | $ 4,800,000 | ANNUAL FEE: | 0.50% |

| Due Date | Pmt# | PAYMENT Principal | Interest | Fees | Total | Principal Balance |
|---|---|---|---|---|---|---|
| | | | | | | 4,800,000 |
| 11/1/2024 | 1 | 0 | 85,796 | 0 | 85,796 | 4,800,000 |
| 5/1/2025 | 2 | 111,773 | 24,000 | 24,000 | 159,773 | 4,688,227 |
| 11/1/2025 | 3 | 112,332 | 23,441 | 0 | 135,773 | 4,575,895 |
| 5/1/2026 | 4 | 112,894 | 22,879 | 22,879 | 158,652 | 4,463,001 |
| 11/1/2026 | 5 | 113,458 | 22,315 | 0 | 135,773 | 4,349,543 |
| 5/1/2027 | 6 | 114,025 | 21,748 | 21,748 | 157,521 | 4,235,518 |
| 11/1/2027 | 7 | 114,595 | 21,178 | 0 | 135,773 | 4,120,923 |
| 5/1/2028 | 8 | 115,168 | 20,605 | 20,605 | 156,378 | 4,005,755 |
| 11/1/2028 | 9 | 115,744 | 20,029 | 0 | 135,773 | 3,890,011 |
| 5/1/2029 | 10 | 116,323 | 19,450 | 19,450 | 155,223 | 3,773,688 |
| 11/1/2029 | 11 | 116,905 | 18,868 | 0 | 135,773 | 3,656,783 |
| 5/1/2030 | 12 | 117,489 | 18,284 | 18,284 | 154,057 | 3,539,294 |
| 11/1/2030 | 13 | 118,077 | 17,696 | 0 | 135,773 | 3,421,217 |
| 5/1/2031 | 14 | 118,667 | 17,106 | 17,106 | 152,879 | 3,302,550 |
| 11/1/2031 | 15 | 119,260 | 16,513 | 0 | 135,773 | 3,183,290 |
| 5/1/2032 | 16 | 119,857 | 15,916 | 15,916 | 151,689 | 3,063,433 |
| 11/1/2032 | 17 | 120,456 | 15,317 | 0 | 135,773 | 2,942,977 |
| 5/1/2033 | 18 | 121,058 | 14,715 | 14,715 | 150,488 | 2,821,919 |
| 11/1/2033 | 19 | 121,663 | 14,110 | 0 | 135,773 | 2,700,256 |
| 5/1/2034 | 20 | 122,272 | 13,501 | 13,501 | 149,274 | 2,577,984 |
| 11/1/2034 | 21 | 122,883 | 12,890 | 0 | 135,773 | 2,455,101 |
| 5/1/2035 | 22 | 123,497 | 12,276 | 12,276 | 148,049 | 2,331,604 |
| 11/1/2035 | 23 | 124,115 | 11,658 | 0 | 135,773 | 2,207,489 |
| 5/1/2036 | 24 | 124,736 | 11,037 | 11,037 | 146,810 | 2,082,753 |
| 11/1/2036 | 25 | 125,359 | 10,414 | 0 | 135,773 | 1,957,394 |
| 5/1/2037 | 26 | 125,986 | 9,787 | 9,787 | 145,560 | 1,831,408 |
| 11/1/2037 | 27 | 126,616 | 9,157 | 0 | 135,773 | 1,704,792 |
| 5/1/2038 | 28 | 127,249 | 8,524 | 8,524 | 144,297 | 1,577,543 |
| 11/1/2038 | 29 | 127,885 | 7,888 | 0 | 135,773 | 1,449,658 |
| 5/1/2039 | 30 | 128,525 | 7,248 | 7,248 | 143,021 | 1,321,133 |
| 11/1/2039 | 31 | 129,167 | 6,606 | 0 | 135,773 | 1,191,966 |
| 5/1/2040 | 32 | 129,813 | 5,960 | 5,960 | 141,733 | 1,062,153 |
| 11/1/2040 | 33 | 130,462 | 5,311 | 0 | 135,773 | 931,691 |
| 5/1/2041 | 34 | 131,115 | 4,658 | 4,658 | 140,431 | 800,576 |
| 11/1/2041 | 35 | 131,770 | 4,003 | 0 | 135,773 | 668,806 |
| 5/1/2042 | 36 | 132,429 | 3,344 | 3,344 | 139,117 | 536,377 |
| 11/1/2042 | 37 | 133,091 | 2,682 | 0 | 135,773 | 403,286 |
| 5/1/2043 | 38 | 133,757 | 2,016 | 2,016 | 137,789 | 269,529 |
| 11/1/2043 | 39 | 134,425 | 1,348 | 0 | 135,773 | 135,104 |
| 5/1/2044 | 40 | 135,104 | 676 | 676 | 136,456 | 0 |
| TOTALS | | 4,800,000 | 580,950 | 253,730 | 5,634,680 | |

**REQUIRED LOAN RESERVE: $ 224,206**

## APPENDIX B: ESTIMATED DISBURSEMENT SCHEDULE

| Disb. Number | Disb. Amount | Paid/ Estimate | Disb. Date |
|---|---|---|---|
| 1 | 577,642 | Paid | 4/1/2021 |
| 2 | 128,874 | Paid | 11/4/2021 |
| 3 | 43,513 | Paid | 12/7/2021 |
| 4 | 65,874 | Paid | 1/24/2022 |
| 5 | 88,691 | Paid | 3/21/2022 |
| 6 | 8,766 | Paid | 5/11/2022 |
| 7 | 62,741 | Paid | 10/4/2022 |
| 8 | 42,097 | Paid | 10/13/2022 |
| 9 | 428,951 | Paid | 2/2/2023 |
| 10 | 31,982 | Paid | 2/15/2023 |
| 11 | 954,744 | Paid | 2/22/2023 |
| 12 | 230,090 | Paid | 5/3/2023 |
| 13 | 500,000 | Estimate | 7/1/2023 |
| 14 | 500,000 | Estimate | 8/1/2023 |
| 15 | 500,000 | Estimate | 9/1/2023 |
| 16 | 636,035 | Estimate | 10/1/2023 |
| | | | |
| TOTAL: | 4,800,000 | | |

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Second Reading of Ordinance 3223 Creating AMC 14.10 - Stormwater Discharge and Quality Control | |
| **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 the second reading of a newly created section of the Ashland Municipal Code (AMC) for stormwater drainage quality control. The newly created code, section 14.10 "Stormwater Discharge and Quality Control" was developed by staff with assistance from the Department of Environmental Quality (DEQ) to meet the current MS4* National Pollution Discharge Elimination System (NPDES) permit requirements.

**MS4: A municipal separate storm sewer system, commonly called an MS4, is a conveyance or system of conveyances, such as roads with drainage systems, municipal streets, catch basins, curbs, gutters, constructed channels or storm drains, owned or operated by a governmental entity that discharges to waters of the state.*

**POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals:

Essential Services

- Stormwater

Community Values:

- Environmental resilience, including addressing climate change and ecosystem conservation

Bear Creek Total Maximum Daily Load (TMDL)

- Designated Management Area (Ashland) – Reduce Non-Point Source Pollutants

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**

Staff provided an update to Council on the Stormwater Drainage Master Plan and associated storm drainage background at the March 1, 2021 Study Session (Staff Report). This included background associated with MS4 requirements. The Council adopted the Stormwater and Drainage Master Plan at the October 4, 2022 Business Meeting (Staff Report, Minutes). The first reading of the ordinance occurred at the June 20th, 2023 Business Meeting (Staff Report).

The Council has also previously approved Intergovernmental Agreements (IGAs) with the Rogue Valley Council of Governments for assistance in meeting the Bear Creek TMDL requirements (non-point source pollutant reduction).

**BACKGROUND AND ADDITIONAL INFORMATION**

The City of Ashland is a Phase II Community and has a National Pollution Discharge Elimination System (NPDES) MS4 permit issued by DEQ for the storm drain system. NPDES MS4 permits are issued on five-year cycles with the City receiving the last updated permit in 2019. The MS4 permit requires the City to have numerous measures and activities in place to ensure compliance with the permit. Staff has previously developed the required Stormwater Management Program document, the Illicit Discharge Detection and Elimination document. The last formal requirement is to develop an ordinance that provides for legal authority to manage and enforce non-stormwater discharges into receiving water bodies with escalating enforcement capabilities**.

***The permit registrant must prohibit non-stormwater discharges into the MS4 (except those conditionally allowed by Schedule A.1.d) through enforcement of an ordinance or other regulatory mechanism, to the extent allowable under state law. The permit registrant must implement appropriate enforcement procedures and actions to ensure compliance.*

**Permit Requirements:**

1. Pursuant to 40 CFR §122.34(a), the permit registrant must at a minimum develop, implement and enforce a Stormwater Management Program (SWMP) designed to reduce pollutants from the MS4 to the maximum extent practicable, to protect water quality and to satisfy the appropriate water quality requirement of the Clean Water Act. This permit identifies the management practices, control techniques and system, and design and engineering methods necessary to meet this standard. **COMPLETED**

2. The permit registrant must adopt, update, and maintain adequate legal authority through ordinance(s), code(s), interagency agreement(s), contract(s), and/or other mechanisms to control pollutant discharges into and discharges from its MS4 and to implement and enforce the conditions of this permit, to the extent allowable pursuant to the respective authority granted under state law.
   **If existing ordinances or regulatory mechanisms are insufficient to meet the criteria required by this permit, the permit registrant must adopt new ordinances.** If the permit registrant does not have the authority to adopt ordinances, the permit registrant must utilize all relevant regulatory mechanisms available to it as allowed pursuant to applicable state law. **IN PROCESS**

DEQ has determined the City's existing ordinances are insufficient to meet the requirements of the MS4 permit and thus has required the City to develop and updated ordinance. DEQ has reviewed the ordinance developed by staff and supports its approval.

The Stormwater Discharge Quality Control Ordinance developed aligns with the MS4 permit requirements to control pollutant discharges and provide for adequate enforcement capabilities for non-stormwater discharges. It also aligns with the Rogue Valley Sewer Services Stormwater Design Manual for Low Impact Development and stormwater feature maintenance requirements. The ordinance also supports the existing Bear Creek TMDL for non-point source pollutant reduction.

The City is required to monitor and report on all permit requirements of the stormwater system yearly. Many of the activities that are required to be reported on are coordinated with the Rogue Valley Council of Governments through an Intergovernmental Agreement, specifically the education and outreach requirements (coordinated with the TMDL reporting). The rest of the requirements are managed by existing staff, (Engineering, Street, Wastewater Collections).

**Existing Ordinance and Stormwater Drainage Background:**

The Storm Drainage Ordinance was originally established in 1994 under Ordinance 2740 and amended in 1996 with Ordinance 2788. The function of this ordinance was to establish the storm drain utility and provide for a mechanism to collect the storm drainage fee for associated management of the system.

**FISCAL IMPACTS**

The fiscal impacts are contained within the storm drain fund budget for each biennium. Theses impacts include staffing levels necessary to ensure compliance, equipment purchases, infrastructure maintenance improvements, capital projects, and professional services.

**STAFF RECOMMENDATION**

Staff recommends approval of the second reading of ordinance 3223.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I Move to approve second reading of Ordinance 3223, titled "Stormwater Discharge Quality Control" creating section 14.10 – Stormwater Discharge Quality Control of the Ashland Municipal Code.

**REFERENCES & ATTACHMENTS**

Attachment 1: Ordinance 3223, An Ordinance Creating Section 14.10 of the Ashland Municipal Code: Stormwater Discharge Quality Control

# ORDINANCE NO. 3223
# AN ORDINANCE CREATING SECTION 14.10 OF THE ASHLAND MUNICIPAL CODE: STORMWATER DISCHARGE QUALITY CONTROL

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 create section 14.10 of the Ashland Municipal Code: **STORMWATER DISCHARGE QUALITY CONTROL**

**THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 14.10 is hereby created to read as follows:

**14.10.010 Title.**

This chapter shall be known as the stormwater discharge quality control ordinance of the City of Ashland.

**14.10.020 Purpose.**

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Ashland through the regulation of nonstormwater discharges to the storm drainage system to the maximum extend practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer

system (MS4) in order to comply with requirements of the National Pollution Discharge Elimination System (NPDES) permit process. Objectives of this chapter are to:

A. Regulate the contribution of pollutants in stormwater discharges and to prohibit non-stormwater discharges to the public stormwater drainage, groundwater and surface water systems, underground injection control or waterways.
B. Prohibit illicit connections and discharges to the MS4
C. Establish legal authority to carry out all inspections, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

**14.10.030 Definitions.**

For the purposes of this chapter, the following words shall have the following meanings:

"Agricultural activities" means those activities over which the Oregon Department of Agriculture has enforcement authority.

"Bank" means that portion of a waterway that is exposed from the ordinary high water mark (OHWM) and extends upland.

"BMP" means best management practices.

"City" means city of Ashland

"Construction activities" means activities that require a National Pollution Discharge Elimination System construction permit. These activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

"Director" means the Director of Public Works or the Director's designee.

"Hazardous materials" mean any material, including any substance, waste, or combination thereof, that because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise mismanaged.

"Illicit connection" means either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the public storm drainage and surface water system including but not

limited to any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the public storm drainage and surface water system and any connections to the public storm drainage and surface water system from indoor drains and sinks, regardless of whether the drain or connection had been previously allowed, permitted, or approved by a government agency; or

2. Any drain or conveyance connected from a commercial or industrial land use to the public storm drainage and surface water system that has not been documented in plans, maps, or equivalent records and approved by the City.

"Illicit discharge" means any direct or indirect non-stormwater discharge to the public storm drainage and surface water system, except as exempted in Section 14.10.070. "Illicit discharge" as used in this chapter shall have the same meaning as the term "illegal dumping" as used by the Department of Environmental Quality.

"Industrial activity" means activities which require an NPDES industrial permit.

"National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit" means general, group, and individual stormwater discharge permits that regulate facilities defined in federal NPDES regulations and regulated through the Oregon Department of Environmental Quality.

"Non-stormwater discharge" means any discharge to the public storm drainage, groundwater and surface water systems that is not composed entirely of stormwater.

"Municipal separate storm sewer system (MS4)"

"Ordinary high water mark" (OHWM) means the line on the bank or shore to which the high water ordinarily rises in the average runoff year. The OHWM excludes exceptionally high water levels caused by large flood events such as the five-year or 100-year events.

"Owner" means a person who is the sole fee simple owner of the real property, all joint owners whose interests add up to a fee simple interest in the property, or the owner of an equitable interest in the property pursuant to a land sales contract.

"Person responsible" or "responsible person" means the equitable or legal owner of the subject property, a lessee, tenant or person in possession of the property, or the person or persons directly or indirectly responsible for an act.

"Pollutant" means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, that may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

"Pollution" means contamination or other alteration of the physical, chemical, or biological properties of any waters of the state, including change in temperature, taste, color, turbidity, silt, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into any water of the state that either by itself or in connection with any other substance present can reasonably be expected to create a public nuisance or render such waters harmful, detrimental, or injurious to public health, safety, or welfare; to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wildlife, fish, other aquatic life or the habitat thereof.

"Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

"Public storm drainage and surface water system" means publicly owned facilities by whichy stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs and other drainage structures.

"Stormwater" means snow melt runoff, and surface runoff and drainage, and is defined in 40 CFR §122.26(b)(13). "Stormwater" means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, channels, or pipes into a defined surface water channel or a constructed infiltration facility.

"Stormwater management area" means an area designated as a stormwater management area by the Oregon Department of Environmental Quality.

"UIC" means underground injection control. A UIC structure is a subsurface distribution system for stormwater; usually an assemblage of perforated pipes, drain tiles or other mechanisms intended to distribute stormwater below the surface of the ground.

"Waters of the state" means lakes, bays, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Pacific Ocean within the territorial limits of the state of Oregon, and all other bodies of surface or underground waters, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters) that are located wholly or partially within or bordering the state or within its jurisdiction.

"Waterway" means a body of water (whether natural or manmade) that periodically or continuously contains waters of the state and has a definite bed and banks that serve to confine the water.

**14.10.040 Applicability.**

This chapter applies to all water entering the public storm drainage and surface water system generated on any developed and undeveloped lands inside the City of Ashland's stormwater management area.

**14.10.050 Ultimate responsibility of property owner.**

The standards set forth in this chapter are minimum standards. This chapter does not mean or imply that compliance with this chapter by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants into waters of the state by a responsible person. The property owner is ultimately responsible for all conditions on or created by the owner's property. This chapter shall not create liability on the part of the City of Ashland, or any agent or employee of the City of Ashland, for any damages that result from a responsible person's or property owner's reliance on this chapter or any administrative decision lawfully made under this chapter.

**14.10.060 Prohibition of illicit discharges.**

A. No person shall discharge or cause to be discharged into the public stormwater drainage, groundwater and surface water system, UICs, or waterways any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of DEQ and/or other applicable water quality standards, other than stormwater. Pollutants include, but are not limited to:

1. Septic, sewage, and dumping or disposal of liquids or materials other than stormwater into the MS4;

2. Discharges of washwater resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;

3. Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;

4. Discharges of washwater from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, and carpet cleaning, etc.;

5. Discharges of washwater from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, or residential areas (including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas, etc.) where detergents are used and spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed);

6. Discharges of runoff from material storage areas, which contain chemicals, fuels, grease, oil, or other hazardous materials from material storage areas;

7. Discharges of pool or fountain water containing chlorine, biocides, filter backwash water or other chemicals;

8. Discharges of sediment, unhardened concrete, pet waste, vegetation clippings, or other landscape or construction-related wastes;

9. Discharges of trash, paints, stains, resins, or other household hazardous wastes;

10. Discharges of food-related wastes (grease, restaurant kitchen material and trash bin washwater, etc.).

B. Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the state when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illicit discharges under the Clean Water Act, Oregon Revised Statutes, Oregon Administrative Rules or this chapter:

1. Uncontaminated water line flushing.

2. Landscape irrigation. For permit registrant owned or operated areas landscape irrigation will be considered allowable only if pesticides and fertilizers are applied in accordance with manufacturer's instructions.

3. Diverted stream flows.

4. Uncontaminated groundwater infiltration (as defined at 40 CFR § 35.2005(20)) to separate storm sewers.

5. Rising groundwaters.

6. Uncontaminated pumped ground water.

7. Potable water sources (including potable groundwater monitoring wells and draining and flushing of municipal potable water storage reservoirs).

8. Start up flushing of groundwater wells.

9. Foundation, footing and crawlspace drains (where flows are not contaminated [i.e., process materials or other pollutant]).

10. Uncontaminated air conditioning or compressor condensate.

11. Irrigation water.

12. Springs.

13. Lawn watering.

14. Individual residential car washing.

15. Charity car washing (provided that chemicals, soaps, detergents, steam or heated water are not used. Washing is restricted to the outside of the vehicle, no engines, transmissions or undercarriages).

16. Flows from riparian habitats and wetlands.

17. Dechlorinated swimming pool discharges including hot tubs (heated water must be cooled for at least 12 hours prior to discharge).

18. Fire hydrant flushing.

19. Street and pavement washwaters (provided that chemicals, soaps, detergents, steam or heated water are not used).

20. Routine external building wash-down (provided that chemicals, soaps, detergents, steam or heated water are not used).

21. Water associated with dye testing activity.

22. Discharges of treated water from investigation, removal and remedial actions selected or approved by DEQ pursuant to Oregon Revised Statute (ORS) Chapter 465.

C. The prohibition set forth in subsection (A) of this section shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the Oregon Department of Environmental Quality under the authority of the Federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that the City of Ashland has granted written approval for any discharge to the public storm drainage and surface water system.

**14.10.070 Prohibition of illicit connections.**

The construction, use, maintenance or continued existence of illicit connections to the public storm drainage and surface water system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

**14.10.080 Waste disposal prohibitions.**

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drainage and surface water system, UICs, or waters of the state, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in proper waste receptacles for the purposes of collection are exempt from this prohibition.

**14.10.090 Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.**

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of the permit. Failure to comply with all provisions shall constitute a violation of this chapter. Proof of compliance with the permit may be required in a form acceptable to the director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

**14.10.100 Waterway protection.**

Every person responsible for property through which a waterway passes shall maintain and stabilize that portion of the waterway that is within the responsible person's property lines in order to protect against erosion and degradation of the waterway originating from the property. "Maintain" and "stabilize" as used in this section means keeping that portion of the waterway that is within the property lines free of trash, debris, excessive vegetation, and other obstacles

that would pollute, contaminate, or retard the flow of water through the waterway. "Maintain" also includes the maintenance of existing privately owned structures within or adjacent to a waterway, so that the structures will not become a hazard to the use, function, or physical integrity of the waterway. "Erosion" as used in this section includes the removal of bank vegetation that will result in bare slopes subject to erosion. This chapter shall not be interpreted to restrict a person responsible for property from enhancing or establishing the planting of riparian buffers or to perform maintenance within those areas.

**14.10.110 Requirement to monitor and analyze.**

The director may require by written notice to the property owner that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution, illicit discharges, and/or non-stormwater discharges to the public stormwater drainage, groundwater and surface water systems, UICs, or waters of the state, to undertake at the owner's expense any monitoring and analyses and furnish any reports to the director as deemed necessary to determine compliance with this chapter.

**14.10.120 Illicit discharge procedure.**

Notwithstanding any other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the public stormwater drainage, groundwater and surface water systems, or waters of the state from the facility, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of the release. Upon discovery of any illicit discharge, the responsible person shall immediately notify the director.

**14.10.130 Authority to inspect.**

When the director determines it is necessary to make an inspection to enforce any provision of this chapter, the director shall provide a written request to enter and inspect the premises by delivering the request to a responsible person or by posting the request at a conspicuous location on the premises. If a responsible person refuses entry or fails to respond to the request, the director may seek warrant or other assistance from any court of competent jurisdiction in obtaining entry.

**14.10.140 Authority to sample, establish sampling devices, and test.**

During any inspection pursuant to this chapter, the director may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities.

**14.10.150 Low Impact Development**

A. Low Impact Development (LID) is a term used to describe a land planning and engineering design approach to manage stormwater runoff as part of green infrastructure. LID emphasizes conservation and use of on-site natural features to protect water quality.

B. Post-Construction Stormwater Development/Management Guidelines. Refer to most current version of the "Rogue Valley Stormwater Quality Design Manual."

C. Maintenance Agreement. Stormwater treatment practices shall have an enforceable operations and maintenance agreement to ensure the system functions as designed. This agreement will include:

1. Access to the stormwater treatment facilities at the site by the city for purpose of inspection and repair.

2. A legally binding document specifying the parties responsible for the proper maintenance of the stormwater treatment facilities. The agreement will be recorded and run with the land.

3. For stormwater controls that include vegetation and/or soil permeability, the operation and maintenance manual must include the maintenance of these elements to maintain the functionality of the feature.

4. Person(s) responsible for the operation and maintenance of the stormwater facility shall have the operation and maintenance manual on site and available at all times. Records of the maintenance and repairs shall be retained and available for the last five years and available for inspection by the city.

**14.10.160 Notice of violation and Abatement**

A. Whenever the director finds that a person has violated a provision of this chapter, the director may order compliance by written notice of violation to the property owner pursuant to Ashland Municipal Code Section 2.31 Uniform Violation Abatement Process.

**14.10.170 Hearing request.**

A property owner who is served with a notice of violation as described in Section 14.10.190 may request an appeal of the directors decision using the uniform administrative appeals process outlined in Ashland Municipal Code chapter 2.30.

**14.10.180 Penalties.**

A. In addition to any other remedies set forth in Ashland Municipal Code, any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class 1 violation. (Ord. 3137, amended, 2017) Any person who is cited for a violation of this chapter shall be subject to a fine of not more than $500.00 for a noncontinuing violation and a fine of not more than $1,000 for a continuing violation.

B. Each day that this chapter is violated shall constitute a separate violation.

**14.10.190 Enforcement.**

The provisions of this chapter are enforceable pursuant to Chapter 1.08 General Penalties.

**14.10.200 Other remedies.**

The provisions of this chapter are in addition to and not in lieu of any other procedures and remedies provided by law including equitable relief and damages.

**SECTION 2. Severability**. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

**SECTION 3. Codification**. Provisions of this Ordinance shall be incorporated in the City Code, and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however, that any Whereas clauses and boilerplate provisions (*i.e.*, Sections [No(s.)] need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

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 _____, 2023, and duly PASSED and ADOPTED this ____ day of _____, 2023.

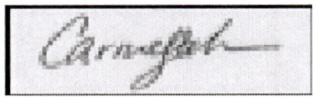
_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this ____ day of _____, 2023.

Tonya Graham, Mayor

Reviewed as to form:



Carmel Zahran, Assistant City Attorney

# Council Business Meeting

**July 18, 2023**

| | | |
|---|---|---|
| **Agenda Item** | Second Reading of updated AMC 2.04 – Rules of City Council | |
| **From** | Joseph Lessard | City Manager |
| **Contact** | Joe.lessard@ashland.or.us ; 541-552-2103 | |
| **Item Type** | Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ | |

**SUMMARY**

This agenda item is follow-up to Council's June 20, 2023, first reading approval of an update to AMC 2.04 – Rules of the City Council and the related Council discussion of February 22, 2023, on proposed Council Meeting calendar adjustments. The proposed AMC 2.04 update, as amended at first reading, includes the following general provisions:

- The option for the Mayor, with City management concurrence, to cancel a Study Session or Regular Meeting that falls within immediate proximity to a National or City observed holiday. Holiday adjacent meetings to be normally considered cancelled unless otherwise determined necessary by the Mayor or City management include the first meeting of January, July, and September of each year.

- Study Sessions cancelled due to National or City observed holidays will be rescheduled by the City Manager on the following Wednesday if necessary for the timely conducting of City business.

- Council Members may attend and vote at up to two (2) City Council public meetings annually (Study Session or Regular Meeting) by video conferencing means with the prior approval of the Mayor or two (2) in-person attending Councilors. Additional meetings may be attended by video conferencing means with prior approval of the Mayor or two (2) in-person attending Councilors when in-person attendance is not possible due to personal health circumstances or, the need to care for a family member, domestic partner, or other household member. In-person attendance will continue to be required for all City Council executive sessions.

- Council Members may excuse themselves from voting in the case of a declared and explained reasonable conflict of interest.

- Updates to the order of business at Regular Meetings of the City Council.

- Updates and clarifications necessary to align AMC 2.04 with the recent change of some appointed City commissions to be Council Advisory Committees.

**FISCAL IMPACTS**

N/A



Better Together

# 6/6/23 DRAFT - Chapter 2.04
# RULES OF CITY COUNCIL

Sections:


2.04.010 Authority
2.04.020 Meetings
2.04.030 Agendas
2.04.040 Conduct of Meetings
2.04.050 Order of Business
2.04.060 Identification of Fiscal Impact of Policy Decisions
2.04.080 Conduct with City Employees
2.04.090 Commissions and Boards
2.04.100 Council Liaisons to City Advisory Boards and Commissions
2.04.110 Council Representatives to State, Regional, Community and other External Organizations
2.04.115 Representations
2.04.120 Councilor Expense


## 2.04.010 Authority

A. Oregon Revised Statutes, the City Charter, and the Ashland Municipal Code govern the meeting requirements and actions of the Council.

B. These operating policies and procedures are established and adopted under the authority granted in the Ashland City Charter, Article VIII, Section 3.

C. Robert's Rules of Order Newly Revised shall be the authority for deciding any questions on meeting requirements and actions not covered by the rules in AMC 2.04 or Oregon Revised Statutes.

D. Failure to strictly follow the rules in AMC 2.04 or Robert's Rules of Order Newly Revised shall not be cause to void or otherwise disturb a decision or action of the Council.

E. Charter provisions may be suspended or repealed only by a vote of the people. The rules on meeting procedures in Robert's Rules of Order Newly Revised and in the Ashland Municipal Code provisions listed below may be suspended temporarily upon a motion that is seconded and passed by a two-thirds vote in favor. Such a motion is not debatable or amendable.

1. AMC 2.04.020.A (Regular Meeting days and times)
2. AMC 2.04.020.C (Study Session days, times, and content)
3. AMC 2.04.040.B (Attendance by electronic communication)
4. AMC 2.04.040.C.4 (Parliamentary procedure)
5. AMC 2.04.050.D.1 (Placement of Public Forum in agenda)
6. AMC 2.04.050.D.4 (Rules on requests to speak at Public Forum)
7. AMC 2.04.050.F.3 (Rules on requests to speak at Public Hearings)
8. AMC 2.04.050.G.1 (Opportunity for public comment on agenda items)
9. AMC 2.04.050.J.1 (Submittal of ordinances 14 days in advance of meeting)

F. The City Attorney is designated as parliamentarian for the Council. Council members' requests for information and on meeting requirements or possible Council actions may be referred to the City Attorney through the presiding officer for interpretation. After taking into account any opinion of the City Attorney, the presiding officer must rule on questions about meeting requirements or possible Council actions. A ruling of the presiding officer may be challenged by a point of order as set forth in AMC 2.04.040.C4.b.(1). (Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

## 2.04.020 Meetings

A. *Regular Meetings.* The regular business sessions of the Council are on the first and third Tuesday of each month unless otherwise arranged. The Mayor may cancel a Regular Meeting or Study Session meeting of the City Council in recognition of the meeting's in-week calendar proximity with a national or City observed holiday and with concurrence by the City Manager that the cancellation will not unduly delay the conducting of City Business or impede city

operations. The following meetings will be considered cancelled annually unless scheduled by the Mayor or City Manager as necessary for the timely conducting of City business or to meet City operational necessities: 1) The first meeting of the new calendar year and accompanying Study Session for a Winter or New Year start break; 2) The first meeting in July and accompanying Study Session for the Independence Day community celebration; and 3) The first meeting of September and accompanying Study Session for a Summer or school year start break. Regular Meetings will normally ~~,~~ begin~~ning~~ at 6:00 p.m. but may begin up to 60 minutes earlier to accommodate executive sessions. Meetings are required to end no later than 9:30 p.m., except in the following circumstance:

1. If a motion or any amendment to a motion has been made and has been seconded if a second is required, deliberation on the motion shall be allowed to continue until no later than 9:40 p.m., at which time deliberation shall end; and any amendments to the motion and the motion itself shall be voted upon immediately and without further deliberation or debate and without passage of a motion to end debate.

B. *Special Meetings.* A special meeting may be called either by the Mayor or two members of the Council. Notice of the time and place of such special meeting and the subjects to be acted upon shall be delivered to all members of the Council at least seventy-two (72) hours in advance of the time of the meeting, except in the case of an emergency, and the Council may consider and act only upon such matters as contained in the notice.

C. *Study Sessions.*

1. Study sessions are for Council members to receive background information and recommendations from staff or invitees with expertise on City business; to ask questions, discuss options, express their individual views on matters that may be voted on in subsequent regular or special meetings; and to provide guidance to staff. The Council may vote in study sessions on guidance to staff concerning matters to be presented to Council for decision at subsequent meetings. By consensus, the Council also may direct staff to take action on other matters that do not require Council decision by ordinance or resolution. No particular cases involving quasi-judicial decisions may be discussed at study sessions.

2. Each study session shall include up to a total of fifteen (15) minutes for public forum, in which persons may speak about any topic on the agenda for that study session. Persons

wishing to speak during public forum are to submit a "speaker request form" to the City Recorder.

3. Study sessions shall begin at 5:30 p.m. on the day before each regular meeting unless otherwise arranged, but shall not be held on national holidays. The City Manager will reschedule Study Sessions cancelled due to national or City observed holidays on the following Wednesday of the same week if necessary for the timely conducting of City business. The Mayor or two (2) Councilors may call a study session at any time with not less than seventy-two (72) hours' advance notice.

D. *Executive Sessions.*

1. All meetings of the City Council shall be held in open sessions, except meetings that may be closed for those purposes specified in the Oregon Public Meetings Law (ORS 192.610 through 192.690). These purposes include, but are not limited to, the employment and dismissal of public employees, the performance evaluation of the City Manager and City Attorney, labor negotiations, real property transaction negotiations, and consulting with legal counsel on pending or threatened litigation. At any time during an executive session, a Councilor who feels a matter under consideration should be addressed exclusively in open session may state a point of order, which shall be ruled upon in the executive session as set forth in AMC 2.04.040.C.4.b(1).

2. Notice of executive sessions shall be given as required by State law and such notice must state the specific provision of law authorizing the session. The Mayor and City Councilors will act in accordance with State law regarding confidentiality of information discussed in executive sessions.

3. At the commencement of each executive session, the presiding officer must state on the record that executive session information is confidential and may not be reported. The proceedings may be reported if no such statement is made.

E. *Emergency Meetings.* The City Manager is responsible for implementation of the Emergency Management Plan. When the City Manager determines that a state of emergency exists, the City Manager will make a declaration to that effect and will request that the Mayor call an emergency meeting of the Council in order to ratify the declaration of emergency. The emergency meeting of the Council will occur as soon as possible after the declaration of emergency. A quorum of the Council may not be possible due to emergency circumstances and

is not required for this emergency meeting. Notwithstanding the advance notice requirements in subsections B, D and F of this section, notice of the emergency meeting can be made in the most expedient manner as determined by the City Manager and need not be seventy-two (72) hours in advance, but notice of the emergency special meeting must be given at least twenty-four (24) hours in advance if feasible. In any case, minutes of any emergency meeting must meet the requirements of ORS 192.640(3) and 192.650.

F. *Notice of Meetings.* Advance notice of at least seventy-two (72) hours shall be provided for all meetings, except for emergency meetings. Notice shall be sent to a newspaper with general local circulation and posted prominently on the City's website. In the case of an emergency or when a state of emergency has been declared, public notice appropriate to the circumstances shall be provided and reasons justifying the lack of seventy-two (72) hours' notice shall be included in the minutes of such meeting. (Ord. 3192 § 2, amended, 11/17/2020; Ord. 3181 § 1, amended, 10/01/2019; Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

## 2.04.030 Agendas

The City Manager is responsible for the preparation of the Council agenda.

A. *Agenda Guidelines for Regular Meetings.* Topics will be added to a Council agenda based on timeliness of the topic and with consideration of the number of items already scheduled for the Council. Matters to be considered by the Council shall be placed on an agenda to be prepared by the City Manager from the following:

1. All items considered by the Council during study sessions, which require a subsequent Council vote.

2. All items which are required by law or policy to be presented to the Council.

3. All other items that the City Manager, City Attorney or Mayor present to the Council for action or information.

4. Items placed on the agenda in accordance with subsection B or C of this section.

5. Requests of City boards, commissions, and committees.

B. *Agenda Additions by Councilors.*

1. A Councilor may place any item on the Council's business meeting agenda; provided, that another member of the Council acknowledges concurrence with the addition and that preparing the matter for Council consideration does not require more than two (2) hours of staff time, including policy research and document drafting. A proposed addition for the agenda of a particular upcoming business meeting must be delivered to the City Manager no later than noon of the Wednesday prior to that Council meeting. The City Manager shall determine the order of business of the item. The Mayor may defer the item until a later meeting if the agenda of a particular meeting is already lengthy or if, in the Mayor's sole judgment, the matter is not time-sensitive, but in no case shall the Mayor defer the item to an agenda that is more than three (3) months beyond the date requested by the Council members submitting the item. Council members will endeavor to have subjects and any materials they wish considered submitted prior to finalization of the Council packet.

2. A Councilor who wants to add to the Council's agenda an item requiring more than two (2) hours of preparation by staff, including policy research and document drafting, should first propose the addition at a regular meeting under other business from Council members or at a study session. The Council should consider such additions to the Council agenda in light of City priorities, including adopted City Council goals, and workload. The Council must agree to proceed with an issue or ordinance before staff time is spent preparing the matter for Council action. The Councilor may present information or a position paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

C. *During a Meeting.* A topic may be added to the agenda by a majority vote of the Councilors present. Generally these items should be limited to items of timeliness or emergencies. Advance notice of executive sessions, however, must be given as required by State law.

D. *Postponing Agenda Items Before Consideration.*

1. If a Councilor will be absent from an upcoming regular meeting, the Councilor may request during a regular meeting that consideration of an agenda item be postponed to a future regular meeting. The request will be honored if the majority of the Council votes in favor of postponement and the matter is not time-sensitive.

2. If the request to postpone is made outside a regular Council meeting the Councilor requesting the postponement shall submit a request to the Mayor or City Manager in

writing or by email as early as possible. The request to postpone will be honored unless the majority of the Council at the public meeting votes not to postpone the item or if the matter is time-sensitive.

3. If time expires before the City Council can consider an item on the agenda including an advertised item, the unaddressed item shall automatically be continued to the next scheduled regular meeting or study session; re-advertisement shall not be required for such continued items. A note shall be placed on the agenda referencing this continuance rule: "Items on the Agenda not considered due to time constraints are automatically continued to the next scheduled Regular Meeting or Study Session of the Council. AMC 2.04.030.D."

E. *Council Packets.* Written materials, from Councilors, staff and citizens, which are related to agenda items to be included in the Council packet, must be submitted to the City Manager's office no later than 12:00 noon, six (6) days in advance of the Council meeting for which it is intended. Materials submitted must include author's name and address.

F. *Study Session Agenda Preparation.* The City Manager shall prepare the agenda for the study sessions from:

1. Items requested by the Mayor and members of the Council to be listed on the agenda.
2. Items deemed appropriate by the City Manager.
3. Business from the Council pertaining to committee reports and other business.
4. Items requested by City Commissions, Committees or Boards.

G. *Time Limits.* ~~Items appearing on the Council study session agenda shall be assigned a time limit, and~~ the Mayor shall hold discussion to within the time frame, unless the consensus of the Council is to extend the time limit until an issue or item is discussed and resolved. (Ord. 3192 § 3, amended, 11/17/2020; Ord. 3183, amended, 05/19/2020; Ord. 3107, amended, 2015; Ord. 3100, amended, 2014; Ord. 3002, amended, 02/18/2010; Ord. 2947, amended, 12/18/2007)

## 2.04.040 Conduct of Meetings

A. *Quorum.* As provided in Article VIII, Section 4 of the City Charter, four (4) Councilors, or the Mayor and not less than three (3) Councilors, constitute a quorum. If the Council members present do not constitute a quorum, the members present may adjourn or a majority of the members in attendance may direct staff to notify the absent members, except those known to be unavoidably detained, that their presence is required to enable the Council to proceed with business.

B. *Attendance by Electronic Communication.* A ~~Except in the event of a suspension of rules pursuant to AMC 2.04.010.E, m~~members of the City Council may, for up two (2) public meetings annually of the City Council (Study Session or Regular Meeting) ~~not~~ attend or vote ~~at public meetings~~ by means of ~~telephone or other~~an electronic communication video platform currently in use by the City with approval prior to the meeting by the Mayor or two other Councilors who will be in physical attendance at the meeting. ~~–~~Additional public meetings may be attended and voted at by Council Members using the City's current electronic communication video platform with the prior approval of the Mayor or two (2) in-person attending Councilors in the case of circumstances when attendance is not possible due to a personal health circumstance or the need to care for a family member, domestic partner, or other household member. The City Recorder will be responsible for confirming the identity and attendance of each Council Member participating and voting by electronic communication video conferencing means. In-person physical attendance is required for all Executive Sessions of the City Council. The rules on meeting procedures and Council actions shall otherwise remain in effect notwithstanding ~~any such suspension of rules to allow for~~ attendance by electronic communication.

C. *Council Deliberation.*

1. *Presiding Officer.* The Mayor, or, in the Mayor's absence, the Chair of the Council, shall be the presiding officer at the meetings of the City Council. In the absence of these officers at any meeting, the Councilors present shall appoint a Chair pro tem to serve temporarily as presiding officer and proceed with the meeting. The presiding officer may not vote on appeals from decisions made while acting as presiding officer. The Chair of the Council or Chair pro tem may vote on all other motions, but the Mayor may vote only as provided in Article IV, Section 3 of the City Charter.

2. *Deliberation Rules.* The presiding officer shall ensure that each Council member has the opportunity to speak on each issue before the Council. Councilors must ask the presiding officer to be recognized. Unless otherwise permitted by the presiding officer, no member may speak more than once on an issue and may do so only after every other member has spoken on or declined to address the issue. Time limits may be set on topics by the presiding officer or by a consensus of the Council. Council members, as well as members of the public speaking on Council agenda items, shall confine their remarks to the question under deliberation, avoid redundancy, speak only for themselves, and make no negative personal remarks or comments about the motives or personal traits of others.

3. *Decorum.* The presiding officer shall be responsible for ensuring order and decorum are maintained. Except by permission of the presiding officer, a Councilor shall address any remarks to the Council, and not to the audience. Any person's failure to abide by the presiding officer's instructions constitutes "disruption of a lawful assembly" as provided in ORS 166.025(1)(c) and may be cause for the presiding officer, or a majority of the Councilors, to direct a City official to remove the person from a Council meeting. Disruptive behavior, by the public, City staff or Councilor, includes engaging in violent, intimidating or distracting actions or gestures, making loud or disruptive noise, using loud or disruptive profane language, making negative personal remarks or comments about the motives or personal traits of others, and refusing to obey an order of the presiding officer. Signs are not permitted and will be considered disruptive. A direction or order of the presiding officer may be challenged by a point of order as set forth in subsection C.4.b(1) of this section.

4. *Motions and Permissible Intervening Actions.*

a. *Councilor Actions during Debate.* No motion or intervening action shall be received or recognized by the presiding officer when a question is under debate, except for the ten secondary motions and intervening actions listed below. The disposition of any motion or action listed below must occur before consideration of any other action lower on the list.

(1) Point of order, request for information, or objection to consideration of a matter;

(2) Motion to adjourn;

(3) Withdrawal of a motion;

(4) Motion to lay the matter on the table;

(5) Motion to divide a motion under debate;

(6) Motion to refer;

(7) Motion to call for the previous question;

(8) Motion to postpone to a certain time;

(9) Motion to postpone indefinitely;

(10) Motion to amend.

b. *Permissible Intervening Actions While a Speaker Has the Floor.*

(1) *Point of Order.* Any member may interrupt a speaker who has the floor to raise a point of order if meeting protocol appears to have been broken. The point of order must be addressed to the presiding officer and may not be addressed directly to the speaker. The speaker must immediately cease speaking, and the issue identified in the point of order must be resolved before business continues. No second is required, and no debate is allowed on the point of order. The presiding officer may seek clarification on the point of order from its maker, from the speaker who had the floor when it was made, or from the Parliamentarian. Before proceeding further, the presiding officer must sustain or overrule the point of order or submit it to Council decision by majority vote with no debate. A member who disagrees with the presiding officer's decision to sustain or overrule a point of order may move immediately following a ruling by the presiding officer to overturn it. The motion to overturn a ruling on a point of order may not be debated, and the presiding officer may not vote on it. Approval of the motion requires a majority of affirmative votes; the motion fails in the event of a tie vote.

(2) *Request for Information.* Any member may interrupt a speaker who has the floor to seek permission to make a request for information from the speaker or from staff or invitees with expertise on the subject under discussion. The request must be addressed to the presiding officer and may not be addressed directly to the speaker. The speaker must discontinue speaking until the request for

information has been denied or satisfied. No second is required, and no colloquy is allowed on the request for information, except to the extent specifically set forth herein. The information sought must concern either the subject under discussion or meeting procedure rules. The presiding officer may ask the requestor for a statement of the nature of the information sought. Neither a request for information nor a statement of the nature of the information sought may contain statements of fact unless they are necessary to make the request intelligible and must not contain arguments. Upon inquiry from the presiding officer, the person who had the floor when the request for information was made has sole discretion whether to temporarily relinquish the floor to allow the requested information to be provided. An objection to apparently superfluous requests for information may be made through a point of order.

(3) *Objection to Consideration of a Matter.* A member who contends a matter about to be discussed is irrelevant or for any other reason not advisable to consider, may object to consideration of the matter. The objection may be made before or after another member has been assigned the floor, but only if debate has not yet begun and none of the motions in subsection C.4.a of this section has been made. An objection to consideration of a matter does not require a second and is not debatable or amendable. Immediately after the objection is made, a vote on sustaining the objection must be taken. The objection fails unless at least two-thirds of the Councilors present vote to sustain it.

c. *Main Motion.* A main motion is a proposed action that brings business before the Council when no other motion is pending. The actions listed in subsection C.4.a of this section may be undertaken while the main motion is pending, and, if passed, may affect the Council's consideration of the main motion. A main motion requires a second, is amendable and debatable, and passes upon a majority vote in favor.

d. *Adjourn.* A successful motion to adjourn terminates a meeting and transfers the remaining unfinished business to the agenda of the next regular meeting or study session. It requires a second, is not debatable or amendable, and passes upon a majority vote in favor.

e. *Withdrawal.* A motion may be withdrawn by the mover at any time before an amendment is made to it or, if no amendment is made, before a vote is taken on it.

Withdrawal of a motion does not require a second, and debate of a proffered withdrawal is not allowed.

f. *Motion to Lay a Matter on the Table.* A motion to lay a matter on the table is a proposal to suspend consideration of a main motion and all pending related motions until later in the same meeting in order to deal with another matter that has come up unexpectedly and which must be dealt with before the pending motion can be properly addressed. A motion to lay a matter on the table requires a second, is not amendable or debatable, and passes upon a majority vote. Before the meeting adjourns, a subsequent nonamendable, nondebatable motion may take the matter from the table if seconded and passed by a majority vote in favor. If the meeting adjourns without considering the tabled item, it will be continued to the next regular meeting or study session in accordance with AMC 2.04.030.E.

g. *Division of a Motion.* Any member may move to split a motion under consideration into two or more independent motions that are taken up in sequence. Each new motion is debated, possibly subjected to secondary motions, and voted upon before taking up the next part. The mover may designate in the motion the order in which the parts are considered. The motion requires a second, is amendable, is not debatable, and passes upon a majority vote in favor.

h. *Referral.* A motion to refer is a proposal to refer a matter to a subcommittee or another body for further study and possible recommendations to the Council. The motion requires a second, is debatable and amendable, and passes upon a majority vote in favor. Any proposed amendments to a main motion on the referred matter that are pending at the time are also referred.

i. *Previous Question.* A motion to call the previous question is a proposal to end debate on a pending motion. It precludes all amendments and debate on the pending motion until it is decided. The motion to call the previous question is not debatable or amendable and requires a second and a two-thirds vote in favor.

j. *Postpone to a Certain Time.* This motion is a proposal to postpone a matter to a particular future meeting, requires a second, is debatable and amendable, and passes upon a majority vote in favor. One function of this motion can be to continue consideration of an agenda item at a designated subsequent meeting.

k. *Postpone Indefinitely.* A successful motion to postpone a matter indefinitely prevents action on the matter for the rest of the meeting. It must be seconded, may be debated, may not be amended, and passes upon a majority vote in favor. The debate may address the substance of the main motion. A successful motion to postpone a matter indefinitely does not preclude consideration of the matter at a subsequent meeting if it is properly added to the respective agenda.

l. *Amendment.* Any main motion and any amendment to a main motion may be amended to add or omit words. A proposed amendment must be germane, must be seconded, and is debatable if the motion to be amended is debatable. The amendment passes upon a majority vote in favor. Other amendments may also be proposed; provided, that they do not nullify the amendments already passed or attempt to amend a motion to amend a motion to amend.

5. *Restatement of Motion.* Before a vote is taken on a motion, it must be restated by the presiding officer or the City Recorder.

6. *Voting.*

a. When a question or motion is put to a vote by the presiding officer, each Councilor present must vote for or against the motion unless a majority of the Council excuses that Councilor from so doing. Unless excused from voting, a Councilor who is present and does not vote for or against the motion shall be counted as having cast a negative vote. Notwithstanding the foregoing, a Councilor may excuse themselves from voting by declaring and explaining a reasonable conflict of interest, potential or actual. The Mayor can only vote in the case of a tie, and then is required to vote unless excused from voting by a majority of the Councilors present. If the Mayor fails to vote when required to do, the Mayor shall be counted as having cast a vote against the motion.

b. A simple majority of the quorum present determines the action on ordinance or resolution and on most motions. On questions required by City Charter, City ordinances, or applicable provisions of Robert's Rules of Order Newly Revised to be decided by a two-thirds vote of the Council, approval requires an affirmative vote of at least four (4) Councilors.

7. *Reconsideration.* A member who voted in favor of any Council action may move for reconsideration before adjournment of the meeting at which the action was approved or at

the next regular meeting, unless the item already has been approved or vetoed by the Mayor pursuant to Article IV, Section 3 of the City Charter. The motion must be seconded, is debatable if the action under reconsideration is debatable, is not amendable, and passes upon a majority vote in favor. Any member may second a motion for reconsideration. A motion to reconsider a Council action may be made only once. A vetoed item may not be the subject of a motion for reconsideration. (Ord. 3192 § 4, amended, 11/17/2020; Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007; Ord. 2902, amended, 11/18/2003)

## 2.04.050 Order of Business

The Mayor's State of the City address shall occur in January of each year.

The Mayor or presiding officer may change the order of business on the agenda. The usual order of business for Regular Meetings will be as follows:

A. *Call To Order and Council Acknowledgements*

B. *Pledge of Allegiance*

CA. *Roll call.*

D. *Mayor's or Chair of the Council Announcements and Proclamations*

EB. Approval of minutes of the previous meeting. If there are no corrections or objections to the minutes, they shall be considered approved; otherwise, to be approved by vote. The minutes as approved shall be signed by the Mayor and City Recorder.

FC. Special presentations~~, proclamations~~ and awards. This item on the agenda is used to acknowledge special recognition and awards given to the City or for the Mayor to announce proclamations, which serve to encourage and educate the community. Proclamations shall be made and placed on the agenda at the discretion of the Mayor. Requests for recognition under this agenda item should be submitted in writing to the Mayor.

GD. *Public Forum.*

1. Public forum is to precede the consent agenda unless public forum is moved to later in the agenda of a particular meeting by decision of the Mayor or presiding officer or by temporary suspension of the rules pursuant to AMC 2.04.010.E.

2. Members of the public may speak during public forum about any topic not on the agenda for the same meeting. The agenda for public forum is fifteen (15) minutes, unless a majority of the Council votes to extend the time. On behalf of the City, any Councilor may request that any matter discussed during public forum be placed on a future Council agenda.

3. Public forum is not to be used to provide or gather additional testimony or information on a quasi-judicial matter. Public testimony will not be accepted on a matter subject to a public hearing where the record has been closed if the matter is still pending.

4. Persons wishing to speak during public forum are to submit a "speaker request form" prior to the commencement of the public forum and deliver the form to the City Recorder. The Mayor or presiding officer is to inform the audience on requirements for submission of the form. When possible and feasible, preference will be given the individuals who reside within the City limits of Ashland. Persons who do not reside in the City may be placed at the end of the list of those wishing to speak at public forum.

H~~E~~. *Consent Agenda.* Routine business items may be listed by the City Manager under this item, which shall be acted upon in its entirety, except that the Mayor or any member of the Council may request that any item be moved to the regular agenda under the appropriate section of business.

I~~F~~. *Public Hearings and Ordinances.*

1. Public hearings shall conclude at 8:00 p.m. and be continued to a future date to be set by the Council, unless the Council, by a two-thirds vote of those present, extends the hearing(s) until up to 9:30 p.m. at which time the Council shall set a date for continuance and shall proceed with the balance of the agenda.

2. Not more than two (2) land-use appeal hearings shall be scheduled for any regular meeting of the Council. The City Manager may, in the City Manager's discretion, schedule additional legislative hearings depending on the anticipated length of the Council meeting.

3. Persons wishing to speak at public hearings are to submit a "speaker request form" prior to the commencement of the hearing and deliver the form to the City Recorder. The Mayor or presiding officer is to inform the audience of this requirement to submit the form prior to the commencement of the hearing. No testimony will be accepted on public hearings that have been closed.

~~J~~G. *Public Testimony on Agenda Items.*

1. Members of the public who wish to speak on an agenda item that is not the subject of a public hearing at the same meeting (see subsection F of this section regarding public hearing testimony) may do so at the time set aside for that agenda item. If a member of the public or a Council member has requested time to speak on a consent agenda item, the presiding officer shall make time for a brief presentation by the requestor prior to the Council's vote on the consent agenda.

2. Persons wishing to speak on an agenda item are to submit a "speaker request form" prior to Council consideration of the agenda item and deliver the form to the City Recorder. The Mayor or presiding officer is to inform the audience on requirements for submission of the form.

3. The presiding officer will set time limits for people who ask to speak on agenda items. In general the time limits should be set to enable all people who wish to present testimony. Time limits shall not be so short as to not allow speakers to address their topics.

K~~H~~. *Unfinished business from a prior meeting.*

L~~I~~. *New business – including.*

~~*J. Ordinances, Resolutions, and Contracts*~~ *and Other City Business.*

1. Every ordinance is to be enacted in accordance with Article X of the City Charter. Copies of the ordinance shall be e-mailed to Council members and the Mayor at least ~~fourteen~~ ten (10) days prior to the meeting. Council members may review the ordinance and forward suggestions for changes to the City Attorney for consideration. Minor changes may be incorporated; substantive changes will be considered at the time of first reading. Any substantive changes to the ordinance must be verbally noted at first reading. Council members must submit comments to the City Attorney no later than 12:00 noon on the Wednesday prior to Council meeting. Lengthy ordinances may be read by title only at

Council meetings if the ordinance title has been published in the local paper at least seven (7) days in advance of the Council meeting.

2. Resolutions may be placed on the consent agenda and voted upon. Resolutions do not require a roll-call vote.

3. The voting on all ordinances may be by roll-call vote and recorded in the minutes showing those numbers voting for and those voting against.

MK. *Other business from Council members.* (Ord. 3192 § 5, amended, 11/17/2020; Ord. 3181 § 2, amended, 10/01/2019; Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

N. *Adjournment of the meeting.*

## 2.04.060 Identification of Fiscal Impact of Policy Decisions

A. When the City Council adopts a program or policy, it shall indicate how it expects that program or policy will be funded; e.g., which existing taxes or fees the Council expects to increase and by how much, or which current City programs or department expenditures the Council expects to reduce to fund the new program or policy. However, if the Council cannot reasonably identify a potential funding source, it shall so indicate.

B. As used in this Section the term "program or policy with significant revenue implications" includes an ordinance or a resolution in which implementation may entail expenditures in any budget year in excess of one and one-half percent (1.5%) of the City's annual General Fund budget, and which may require an increase to existing taxes or fees or an imposition of new taxes or fees.

C. The provisions of this Section shall not apply to extraordinary expenditures in situations of, or necessitated by, public emergencies. (Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

## 2.04.080 Conduct with City Employees

The City Council will work with City staff in a spirit of teamwork and mutual cooperation.

A. Councilors may make inquiries of staff to increase their understanding of an issue or action. Councilors should limit requests for information from staff to questions that may be answered with minimal research. Requests that require significant staff time or resources (two hours or more) should be directed to the City Manager and must be approved by the Mayor, City Manager, City Attorney or by a majority vote of the City Council.

B. Written information given by the Mayor, Councilors, City Manager, City Attorney, or City staff, including materials requested by individual Councilors and the Mayor, generally will be distributed to all Councilors with a notation indicating who has requested that the information be provided.

C. Individual Councilors should respect the separation between policy-making and administration. Councilors shall not pressure or direct City employees in a way that could contravene the will of the Council as a whole or limits the options of the Council. Councilors must not interfere with work performance, undermine the authority of supervisors, or prevent the full Council from having access to relevant information. Notwithstanding this paragraph, nothing shall hamper the Council's ability to evaluate the performance of the City Manager or the City Attorney.

D. The Mayor and Council members should strive not to criticize any person in a public meeting or in public electronic mail messages. The same expectation applies to City staff in the exercise of their official duties. Discussions and disagreements should focus on the content of the topic at hand. Nothing should limit a Councilor or staff person's right to report wrongdoing.

E. Councilors with a concern about the performance of a particular staff person should express that concern to the Mayor, City Manager, or City Attorney. (Ord. 3192 § 6, amended, 11/17/2020; Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

## 2.04.090 Commissions and Boards

A. *Establishing Commissions and Boards.* Commissions and boards originate from different sources, including Oregon State Statute, City Charter and Municipal Code; others are

established by direction of the Mayor or the City Council. Establishment and description of the Parks Commission and the Recreation Commission, which areis not an appointed commissions, isare described in City Charter Articles XIX and XXII and correspondingly in AMC 2.16. Appointed advisory commissions and boards and other advisory bodies which are permanent shall be described in other sections of AMC Chapter 2 and designated as "Regular" boards, commissions, or advisory bodies. These shall include but not be limited to Climate and Environment Policy Advisory Committee, Forest Lands CommissionAdvisory Committee, Planning Commission, Transportation CommissionAdvisory Committee, Planning Hearings Board, Public Arts CommissionAdvisory Committee, Conservation Commission, Ashland Airport Commission, Housing and Human Services CommissionAdvisory Committee, Historic Preservation CommissionAdvisory Committee, Tree Commission, and the Municipal Audit CommissionSocial Equity and Racial Justice Advisory Committee. AMC 2.10 contains code applicable to Regular and ad hoc commissions, boards, task forces and other advisory bodies.

B. *Ad hoc Committees.* The Mayor shall have the authority, with the consent of the Council, to form ad-hoc committees or task forces to deal with specific tasks within specific time frames. Such ad hoc committees shall abide by uniform rules and procedures set forth in AMC 2.10 and such other rules as prescribed by the order establishing such ad hoc entities. Committees shall make recommendations by way of a formal report to the City Council. The Mayor or City Manager may refer matters to the appropriate ad hoc committee. The Mayor with the consent of the Council shall appoint the membership of such committees. Members of Regular Boards and Commissions may be appointed to ad hoc committees. The City Manager shall by order establish the ad hoc body's scope of the work and rules of procedure, if necessary. The Council has the authority to follow the recommendations, change the recommendations, take no action, remand the matter back to the ad hoc body or take any other action it sees fit. The Council by majority vote may remove a member of an ad hoc committee at any time, with or without cause. The City Council by majority vote may amend or dissolve an ad hoc committee.

C. *Regular Commission and Board Membership Appointments.* Except for the Municipal Audit Commission if established (AMC 2.11) all Regular advisory committees and boards not required by state law to be appointed by the City Council shall be appointed by the Mayor with the consent of the Council. The Mayor may request assistance or recommendations from Councilors in making appointments. In the Mayor's absence, any necessary appointment may be made by the presiding officer with the consent of the Council. When necessary, the Mayor shall stagger the initial expiration of terms of appointees, such as in the case of a new

commission or board. The Mayor shall not appoint, nor shall the Council consent to the appointment of a person to more than two (2) regular board or commission positions at a time. This rule shall not apply to the Planning Hearing Board. Because broad citizen participation is encouraged, the Mayor and Council shall give due consideration to appointment of new qualified members before re-appointing a person to more than two (2) full terms on any single regular board or commission.

D. *Mayor Membership on Ashland Budget Committee.* For the purpose of local budget law, the Mayor is a member of the governing body of the City of Ashland and shall be a voting member of the budget committee.

E. *Student Membership on Regular Commissions and Boards.* The Mayor with the consent of the City Council may add to the membership of any city commission or board up to two positions for student liaisons. The student liaisons shall be nonvoting ex officio members of their respective commissions or boards. Once the liaison positions have been added, the liaison from the high school shall be a high school student chosen by the Ashland High School Leadership class and the liaison from the university shall be a university student chosen by the Associated Students of Southern Oregon University Student Senate. Student Liaisons need not be appointed to every advisory commission or board.

F. *Regular Membership Removal Process.* The City Council, with or without cause, may by majority vote of the City Council at a Regular Meeting, remove any regular commission or board member prior to the expiration of the term of the appointment. Written notice of removal to the affected member shall be provided. Removal shall be handled with respect and courtesy. If a member resigns or is removed, the Mayor shall appoint a replacement for the remainder of the term in accordance with paragraph C. above. Notwithstanding the above procedure, removal of a Planning Commissioner shall be governed by the procedures in ORS 227.030 and removal of any member of the Recreation Commission or the Planning Commission is not subject to this section. Hearings under ORS 227.030 are hereby delegated by the governing body to the City Manager or Hearings Officer in accordance with the AMC 2.30, the Uniform Administrative Appeals Ordinance.

G. *Suspension, Changing or Dissolving a Regular Commission, Committee or Board.* After any Regular commission, board or other advisory body has been formed and codified, Suspensions may be established by Council resolution, and any change or permanent dissolution requires

an ordinance amending the Municipal Code. (Ord. 3192, amended, 11/17/2020; Ord. 3100, amended, 2014; Ord. 3002, amended, 02/18/2010; Ord. 2947, amended, 12/18/2007)

## 2.04.100 Council Liaisons to City Advisory Boards and Commissions

A. *Role and Responsibilities of Council Liaisons.*

1. The primary role of a Council Liaison is to facilitate communication between the City advisory body and the Council. A Council Liaison shall be an ex officio nonvoting member of the advisory body, not a regular voting member, and shall not serve as Chair, unless the Mayor specifically proposes, and Council approves, the appointment of the Council Liaison to act in a voting capacity and/or as the Chair to City advisory boards and/or ad-hoc committees, or unless the Ashland Municipal Code specifically requires the Liaison to serve as Chair or in a voting capacity. Notwithstanding the above, the Council Liaison to the Planning Commission shall be considered a nonmember Liaison and not an ex officio member as regards quasi-judicial matters.

2. City Councilors serve as liaisons to the City's regular and ad hoc advisory bodies and are expected to represent the full City Council objectively and accurately in interacting with such entities.

3. City Councilors may attend meetings of the City's regular and ad hoc advisory bodies as citizens of Ashland. When attending as a citizen, Council members must identify their comments as personal views or opinions and not as a representation of City Council policy.

B. *Attendance.* Liaisons should attend regular meetings of the regular and ad hoc advisory bodies to which they have been assigned as time permits and should make special efforts to attend meetings in response to specific requests to participate in discussions on topics the Council may need to be aware of or provide input on. In the event a Council Liaison has difficulty attending, the Liaison should find an alternate to attend or review the video or other record of the proceeding. In the event of a continuing scheduling conflict, the Liaison should ask the Mayor to be reassigned. Liaisons shall not attend quasi-judicial proceedings when the final appeal or final decision is to or could come before the City Council.

C. *Deliberations.* The City Council values diversity of opinion. A significant role of an advisory body is to represent many points of view in the community and to provide the Council with

advice based on a full spectrum of concerns and perspectives. Accordingly, Council Liaisons to City advisory bodies should not attempt to direct debate, lobby, or otherwise influence the direction or decisions of any advisory bodies to which they have been assigned. Council Liaisons are encouraged to field and answer questions as appropriate for an ex officio member of the advisory body. Undue influence over the decisions of any City advisory body shall be grounds for removal of a Liaison assignment as set forth in subsection H of this section.

D. *Respect for Presiding Officer.* City Councilors attending advisory body meetings as Liaisons shall accord the same respect toward the Chair and other members as they do towards the Mayor, the presiding officer or each other.

E. *Council Information.* City Councilors will inform the advisory bodies to which they have been appointed Liaison about Council agenda items and Council decisions that may be of interest to the advisory body. Liaisons shall also encourage advisory board members to attend Council meetings to keep abreast of Council action, policy matters and the activities of the City.

F. *Advice on Filling Vacancies.* The Council Liaison for each advisory body, together with the advisory body chair and assigned staff liaison, will make recommendations to the Mayor for appointment of citizens to fill vacancies on their respective advisory bodies.

G. *Liaison Appointment Process and Term.* The Mayor will appoint Councilors to act as Council Liaisons to each and every regular advisory commission or board. Councilors interested in a particular subject area should inform the Mayor of their interest, and the Mayor should take the expression of interest and/or a Councilor's preference into account when making appointment decisions. Liaison appointments shall be for a term of one year unless otherwise expressly stated. Appointments are generally made on an annual basis in January, and the Mayor shall make an effort to rotate Liaison assignments if there is more than one Councilor expressing a preference for a specific appointment.

H. *Removal from a Liaison Assignment.* The Mayor or a Councilor may be removed for any reason from a specific Liaison assignment upon a two-thirds vote of the entire Council. (Ord. 3180 § 1, amended, 08/20/2019; Ord. 3100, amended, 2014; Ord. 3002, amended, 02/18/2010)

## 2.04.110 Council Representatives to State, Regional, Community and other External Organizations

A. *Role and Responsibilities of Council Representatives.*

1. City Councilors may be appointed, either by the City or by another entity, to serve as the City of Ashland's Representative to State, Regional, and Community organizations. In all cases, the City's Representatives will follow the bylaws and guidelines for service of the organization to which they have been appointed.

2. The purposes of serving as an official Representative to State, Regional, Community, and other external organizations are to ensure effective working relationships with other agencies and organizations, ensure that Ashland uses all possible avenues to achieve community goals; achieve City Council goals both within the community and in the Rogue Valley; protect the home rule authority of the City of Ashland to make decisions that are best for the community; ensure that key City revenue streams are protected; and secure federal and state funds for projects that benefit the City of Ashland and other community institutions.

3. In their work as City Representatives, City Councilors are expected to represent the full City Council accurately and objectively and to depict the position of other Councilors accurately and objectively. If the Council has an approved position on a matter under discussion, the Representative shall articulate and, if called upon, vote in favor of that position. If the City Representative is asked to take an official position on an issue that affects the City of Ashland and the City's official position is unknown or unclear, the City Representative should request that the item be placed on a City Council agenda in accordance with AMC 2.04.030 for full City Council action. If the Council has not approved an official position and has not had the opportunity to confer with the City Representative on a matter under deliberation in the subject external organization, the Representative shall make a good-faith effort to reflect what the Representative believes the full Council's position would be if the Council were to consider the matter, regardless of the Representative's personal views, and shall report to the Council on the matter discussed in the external organization at the next feasible opportunity thereafter. Conduct contrary to the guidelines in this subsection is grounds for removal under paragraph E.

4. City Representatives serving as voting members on another organization's Board of Directors (such as the Rogue Valley Council of Governments) should work in the best interest of that organization unless such action would not be in the best interest of the City of Ashland.

5. If the City Representative has an actual or potential personal conflict of interest, as defined in Oregon Ethics Law, the Representative must fully comply with the applicable requirements of Oregon Ethics Law and City ethics ordinances.

6. City Council members may attend meetings of state, regional, and community organizations as citizens of Ashland. When attending as a citizen, Council members must identify their comments as personal views or opinions not a representation of City Council policy.

B. *Attendance.* Representatives should attend all regular meetings of the organizations to which they have assigned. In the event a Councilor has difficulty attending, the Representative should find an alternate to attend on the City's behalf. In the event of a continuing scheduling conflict, the City Representative should ask the Mayor to be reassigned.

C. *Reporting to the Council.* Council Representatives shall periodically report to the entire Council on significant and important decisions activities of each state, regional, and community organizations to which they have been assigned. Council members may also request that representatives of these organizations may be invited to give a short annual presentation to the Council.

D. *City Representative Appointment Process and Term.*

1. The Mayor will appoint a Councilor to represent the City to state, regional, and community organizations to which the City is entitled to an official delegate. The City Council shall confirm these appointments.

2. The Mayor and City Councilors may also be invited by external organizations to represent either the City of Ashland or "Cities" in general. In these cases, the Mayor or Councilor that has been asked to serve will inform the City Council in a Regular Meeting of the assignment and request that the City Council confirm the appointment.

3. Councilors interested in a particular subject area should inform the Mayor of their interest and the Mayor should take the expression of interest and/or a Councilor's

preference into account when making appointment decisions. City Representative appointments shall be for a term of one year unless otherwise expressly stated. Appointments are generally made on an annual basis in January and the Mayor shall make an effort to rotate liaison assignments if there is more than one Councilor expressing a preference for a specific appointment.

E. *Removal from a Representative Assignment.* The Mayor or a Councilor may be removed for any reason from a specific representative position or assignment upon two-thirds vote of the entire Council. (Ord. 3100, amended, 2014; Ord. 3002, amended, 02/18/2010; Ord. 2947, amended, 12/18/2007)

## 2.04.115 Representations

A Council member is free to express personal views on any issue in any forum as long as any statements he or she makes about the positions of the full City Council and the positions of other individual Council members are accurate and objective. Upon two-thirds vote of the entire Council, a Council member may be censured for noncompliance with this requirement. (Ord. 3100, amended, 2014)

## 2.04.120 Councilor Expense

The City will reimburse a Councilor or the Mayor for expenses that are directly related to City business in accordance with the City's reimbursement policy. Councilors are required to submit all statements as required by ORS 244. (Ord. 3100, amended, 2014; Ord. 2947, amended, 12/18/2007)

**The Ashland Municipal Code is current through Ordinance 3215, passed December 22, 2022.**

Disclaimer: The City Recorder's office has the official version of the Ashland Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.ashland.or.us

City Telephone: (541) 488-5307

Code Publishing Company, A General Code Company

**DISCUSSION**

Staff will schedule items for Council consideration at Study Sessions and Regular Meetings to accommodate the recommended adjustments to the Council's annual calendar. The recommended calendar adjustments allow for adequate Council and City staff leave just before the new school year start and during the end of year/new year season. Adopting the adjustments now will enable City staff to plan well in advance for and accommodate the calendar adjustments so as not to disrupt City business.

**SUGGESTED NEXT STEPS**

Council consideration and adoption of the following motions:

I move to approve for second reading the update to AMC 2.04 Rules of the City Council

**REFERENCES & ATTACHMENTS**

- AMC 2.04 – Rules of the City Council (with updates tracked)

July __, 2023

The Honorable Pete Buttigieg
Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Wildlife Crossing Pilot Program (WCPP) Grant Application Support for the "Oregon's I-5 Wildlife Overcrossing Project: Reconnecting the Cascade-Siskiyou National Monument"

Dear Secretary Buttigieg:

Please accept this letter on behalf of the City of Ashland, Oregon, stating our support for the Oregon Department of Transportation's (ODOT) Wildlife Crossing Pilot Program (WCPP) grant application for the project entitled "Oregon's I-5 Wildlife Overcrossing Project: Reconnecting the Cascade-Siskiyou National Monument."

ODOT has partnered with the Southern Oregon Wildlife Crossing Coalition, a local group of 17 organizations and state and federal agencies to plan for this Interstate 5 overpass to improve both wildlife and driver safety. The Coalition raised funds in 2021 and finalized a Conceptual Design Study that identified the Mariposa Preserve, inside the Cascade-Siskiyou National Monument, as the best site for an overpass. With funnel fencing, this site will help wildlife cross the 4-lane freeway and decrease wildlife-vehicle collisions on this steep, windy stretch of highway. This overpass will be the first wildlife overpass on Interstate 5 in Oregon.

This project supports our local rural economy that traditionally has higher unemployment than both the state of Oregon and nation. We have just over 16,000 residents and have been hard hit in the past several years with wildfire and pervasive smoke for weeks during summer months. Ashland is home to the Oregon Shakespeare Festival which had to shut for two seasons because of COVID and smoke impacts, leading to two abysmal tourist seasons. The impact to our tourist economy has been severe both financially and emotionally. Our community is renown for our outdoor lifestyle, proximity to the Pacific Crest Trail, love of fish and wildlife, and increasing concern for climate change impacts on habitat and animal movement. The Oregon I-5 Wildlife Overcrossing Project supports both the culture and economy of our Ashland community.

Thank you for your fair consideration of this ODOT Wildlife Crossing Pilot Program grant. The City of Ashland fully supports the grant request and looks forward to working with ODOT and the Southern Oregon Wildlife Crossing Coalition to assure the planning and design are right-sized and meet the needs of our southern Oregon community and wildlife neighbors.

Sincerely,

Tonya Graham
Mayor

# 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** 7/18/23

**Name** Tish Way

[redacted]

## Regular Meeting

**Agenda topic/item number**_____ **OR**

**Topic for public forum (non agenda item)** 236 N 1st

## 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.

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**Tonight's Meeting Date** 07/18/2023

**Name** JD Barons

[redacted]

## Regular Meeting

**Agenda topic/item number**_____ **OR**

**Topic for public forum (non agenda item)** Housing for Families

## Land Use Public Hearing

**Please indicate the following:**

**For:**_____ **Against:**_____

**Challenge for Conflict of Interest or Bias**

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**Tonight's Meeting Date** 2/18/23

**Name** PAUL MOZINA

[redacted]

## Regular Meeting

**Agenda topic/item number**_____ **OR**

**Topic for public forum (non agenda item)** ROW ORDINANCE

## Land Use Public Hearing

**Please indicate the following:**

**For:**_____ **Against:**_____

**Challenge for Conflict of Interest or Bias**

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Written Comments/Challenge:_____

_____

_____

_____

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**Tonight's Meeting Date**_____

**Name** Cynthia Dettman

[redacted]

## Regular Meeting

Consent #4

**Agenda topic/item number** grant for OR MH Zoning change

**Topic for public forum (non agenda item)**_____

## Land Use Public Hearing

**Please indicate the following:**

**For:**_____ **Against:**_____

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Written Comments/Challenge:_____

_____

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