Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, June 20, 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.

5:00 P.M. Citizen's' Budget Committee & City Finance Staff Recognition

5:30 P. M. Executive Session - The Ashland City Council will hold an Executive Session for the following:

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

6:00 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**
   1. Clerk of the Council Pro Tem Appointment
V. **APPROVAL OF CITY COUNCIL MINUTES *****
   1. Minutes of the June 5, 2023, Study Session
   2. Minutes of the June 6, 2023, Business Meeting
VI. **SPECIAL PRESENTATIONS & AWARDS**
   1. Ukraine Sister City Presentation
   2. Ashland Fire & Rescue - Wildfire Budget Presentation
VII. **CITY MANAGER REPORT**
VIII. **PUBLIC FORUM (15 minutes)** (Public input or comment from the audience on City business not included on the agenda.)
IX. **CONSENT AGENDA**
   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

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. City Council and other City Public Meetings Labor Acknowledgement

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. First Reading of Stormwater Quality Control Program Ordinance
2. City Council Rules and Protocols Updates
    a) First Reading of AMC 2.04 Rules of the City Council Ordinance
    b) Resolution 2023-30, Council Practices and Protocols Amendment
3. Resolution 2023-18, 2021-2023 BN Budget Supplemental Resolution
4. Contract Amendment for Forestry Management Services with Grayback Forestry, Inc.
5. Contract for Broadcast Television Services with Rogue Valley Television (RVTV)
6. Contract for Janitorial Services with Pathways, Inc.
7. Contract for Construction Design and Administration Services for Ashland Street Reconstruction Project with Dowl LLC
8. Contract for Construction of the Ashland Street Overlay Project with LTM, Inc. (dba Knife River Materials) for the Ashland Street Reconstruction Project
9. Sole Source Procurement Contract for Wastewater Treatment Biosolids Disposal with Dry Creek Landfill
10. Contract for Water and Wastewater Treatment Plant Chemicals with Cascade Columbia Distribution Company, Northstar Chemical, Inc., and TR International Trading Company

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

XV. **ADJOURNMENT OF BUSINESS MEETING**

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

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

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

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

ASHLAND CITY COUNCIL
STUDY SESSION
MINUTES
June 5, 2023

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

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

1. Public Input

Paul Mozina/Ashland/Requested council set money aside in the budget to investigate the increase in emergency calls over the past few years.

2. Annual Police Report

Police Chief Tighe O'Meara provided the annual report and explained there were fourteen uses of force that included deploying a TASER four times and five incidents where an officer displayed a firearm in 2022. Pepper spray and bean bag shotguns were not used. The remaining incidents involved take downs, joint locks, empty-handed strikes, and control holds. The department's Use of Force Review Board reviewed all occurrences and found them within policy. The Police Department received 29,073 calls for service with 2,650 resulting in investigations where only .005% resulted in use of force. The department went through 1300 hours of use of force training in 2022. He provided a presentation (see attached) on the following:

- APD Annual Report to Council
- APD Use of Force
- Reported Criminal Activity
- Disorderly CFS Downtown
- STOP Data
- Questions?

Chief O'Meara explained how reporting crime statistics made it difficult to ensure 100% accuracy. Part 1 Crimes were now reported to the National Incident Based Reporting System, and it has re-categorized reported crimes. The Police Department still reported what were previously Part 1 Crimes. This included homicide, rape, robbery, aggravated assault, burglary, auto theft, arson, and larceny. There were 526 Part 1 Crimes reported in 2022. Violent crimes included homicide, rape, robbery, and aggravated assault. There were 36 violent crimes reported in 2022. The Police Department's clearance rate for violent crimes was 63%, the national average was 40%-50%.

Chief O'Meara provided background on the Enhanced Law Enforcement Area (ELEA) that was established around 2012. He explained the premise and noted its success.

He described the Statistical Transparency of Policing (STOP) and how it recorded demographic and enforcement data based on how an officer perceived that person's race, and subsequent enforcement action. This data was analyzed by the state with results published yearly. STOP data was not fully accurate because it will never get an exact match. The system did not account for multiracial identification. Ashland 's demographic also skewed the data.

Chief O'Meara responded to questions from Council. He addressed body cameras and explained state law required officers to turn on their camera when enforcement began and not stop the feed until the encounter was over. An exception would be to safeguard someone's privacy and used sexual assault interviews as an example. Body camera footage is reviewed if a situation is brought to their attention that might require training or disciplinary action. All fourteen use of force incidents were reviewed.

He noted the importance of the public contacting the police. Calls were how they captured data. He would investigate ways to encourage people to use the non-emergency dispatch.

Chief O'Meara would review what happened during 2015, 2017, and 2022 that resulted in decreased incidents of use of force. He thought the earlier decrease in ELEA violations was attributed to a prohibited smoking ordinance and an ordinance prohibiting unvaccinated dogs in the downtown area.

He addressed the STOP data slide that depicted 5% black and 8% Latinx and a request the information be further broken down as residents, students, or tourists and separated by month. He explained that specific data was not captured. STOP data was the exclusive property of the Department of Justice and they produced statistics yearly only. It would be complicated to capture that level of data. Although 1% of Ashland's population was black, the STOP data depicting 5% black community was most likely conflated and included people who were multiracial, tourists, or students.

He confirmed the department collected information on age.

Council requested the information on the following for review and to be included in future reports:

- Break down Part 1 Crimes by each category.
- Break down Violent Crimes by each category.
- Violation statistics outside of the ELEA.

3. Croman Mill Redevelopment Update

Community Development Director Brandon Goldman provided background on the update and introduced Michael Mehaffy from Townmakers LLC. Mr. Mehaffy provided the following presentation (see attached):

• Croman Mill Redevelopment Update • Agenda • Planning Team • Other successful communities • Development Team • Public Outreach • Comments 83 comments in total • Ideal urban extension position • Ashland Economic Diversification Strategy (ECONorthwest)	• Family-wage employment… • The post-COVID employment world has changed! • Ashland needs more housing, and more diverse housing… • Potential Use Areas • Current Status • Economics Team • Thank you!

Jerry Johnson explained his role was ensuring compliance with state land use conditions. He provided a presentation (see attached) that included:

- City of Ashland Update and Addendum Economic Opportunities Analysis
- Overview of Findings
- City of Ashland Employment Levels
- Work at Home Trends
- Employment Capacity
- Findings To-Date

Mr. Mehaffy explained they would build some buildings to recruit the appropriate businesses. It would require a formula where they used a certain percentage of land and buildings in each phase before they did residential. They were parenting with SOREDI, The Chamber of Commerce and other agencies to determine what type of business was best suited as well as being shovel ready. There were several businesses currently showing interest. Mr. Johnson noted they were talking to businesses they thought would fit. Mr. Goldman added, part of the development proposal will include a developer agreement and a phased development plan. Each phase will have performance measures.

The present property was a former mill site with potential contamination. DEQ and consultants were conducting testing on the property. The results would be available at the end of June and would inform future remediation work. Staff would share the results at the July 31, 2023, study session.

Mr. Johnson explained the site would be complimentary to the downtown. They were in discussions with the Rogue Valley Transit District regarding transportation, more frequent bus runs, and rerouting a portion of Route 10 to include the Croman Mill site.

Residential would include 4 and 2 plex buildings and a 15-unti courtyard.

Thad Wilson, the public finance consultant for MuniCap Inc., provided a presentation on tax increment finance (see attached0:

- Order ad Goal of the Presentation
- MuniCap, Inc., A public Finance Consultancy
- Thad Wilson, Executive Vice President
- Tax Increment Finance ("TIF")
- General TIF Mechanics
- Example Calculation and Use of TIF Revenue
- Why a TIF could be Right for Croman Mill
- Establishing a Plan of Public Finance
- Key Characteristics of the Plan of Public Finance
- Details of a Place of Public Finance

Mr. Wilson responded to a question on using a TIF and avoiding impacting taxpayers if the land was not developed. Mr. Wilson explained the borrowing would come through a revenue bond which was paid through a defined, specific, and limited source of funds without any obligation or responsibility of City of Ashland. It was normal for these types of projects. The city could set up a borrowing that was a revenue bond by definition and would not generate financial risk to the city.

Mr. Lessard further explained that it would create a separate district that issues the debt, and the debt was only secured by the property that is in the district and not secured by the entire city. When those bonds are purchased, they are taking the risk that your financial plan will support the debt being issued. It was important that the economic analysis, the capital program is satisfactory to the bond market and to the people buying those bonds so the excess growth will generate enough property tax income to pay off that debt. That was how the city was separated from the debt.

The term of the district needed to be determined. Oregon statutes create a mechanism of sharing tax revenue. It was a common thought that part of the tax increment revenue is generated from a site like this needed to pay for the cost of city services. The Oregon statutes have some sharing restrictions and will be part of the process they will work through.

Mr. Goldman explained if a proposal comes back to form a TIF, the city will do an analysis of what the city's role would be, and if it required hiring a consultant to prepare an analysis to meet the city's objectives. The city would work collaboratively with the development proposal to ensure the expenditures they've identified served the public. He confirmed schools were made whole by the state. The TIF would require the city to look at other taxing jurisdictions. Mr. Mehaffy added they were required to construct public improvements with or without a TIF. Mr. Lessard further added it was the developer's obligation to build roads and infrastructure. There will be different levels of participation and staff will come back to discuss the issues and the timeline to create a district with council.

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Council comment thought a risk assessment might be needed because the city held the bond. It needed to be represented clearly to the residents. There was an interest in hearing the EPA results before moving forward. Council supported moving forward.

4. Adjournment of Study Session

The Study Session adjourned at 7:23 p.m.

Respectfully Submitted by:

DocuSigned by:
Melissa Huhtala
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City Recorder Melissa Huhtala

Attest:

Mayor Tonya Graham

Study Sessions

Speaker Request Form

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

THOSE INTERESTED IN GIVING ORAL TESTIMONY AT A COUNCIL MEETING WILL NEED TO:

1) Complete this form, including the topic you want to speak on and send to the City Recorder: mailto:mcliza.lohtaley@ashland.or.us
2) Begin the oral testimony during the meeting by stating your name for the record.
3) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
4) If you present written materials, please email a copy of the materials with this form to the City Recorder for the record.
5) Speakers are solely responsible for the content of their public statement.

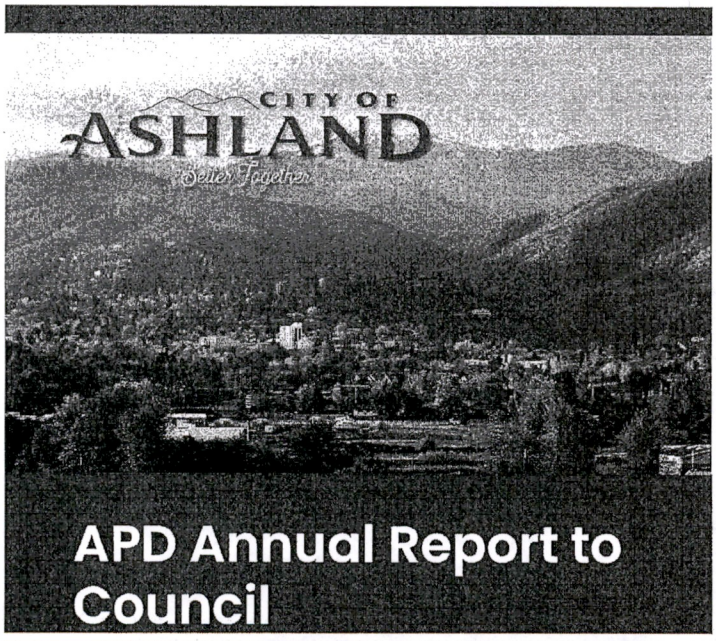
Meeting Date June 5, 2023
Name Paul Mozina
[redacted]

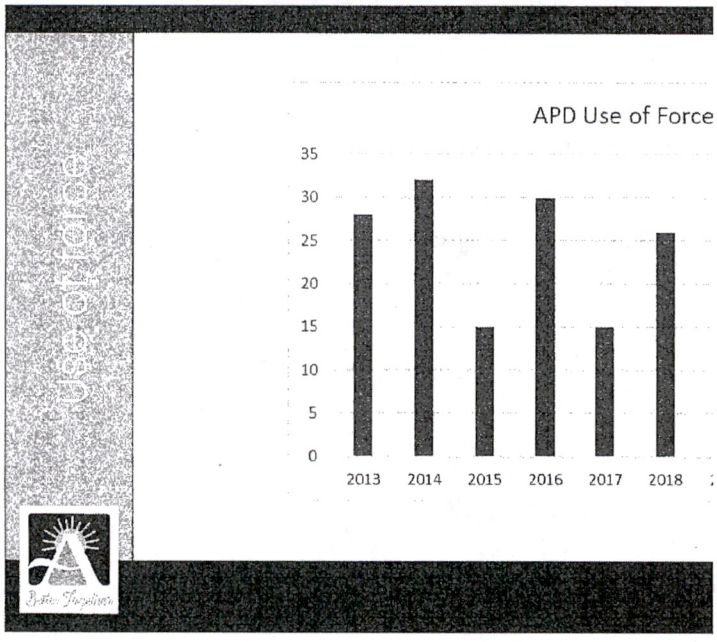
Study Session

Agenda topic/item number/Topic AFD EMS Division

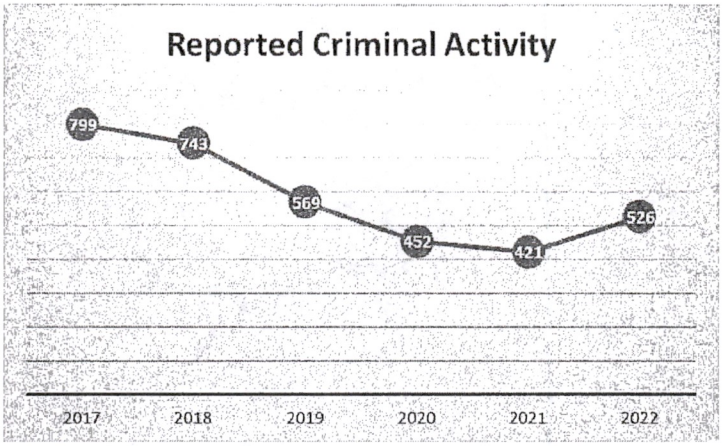
The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak.

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

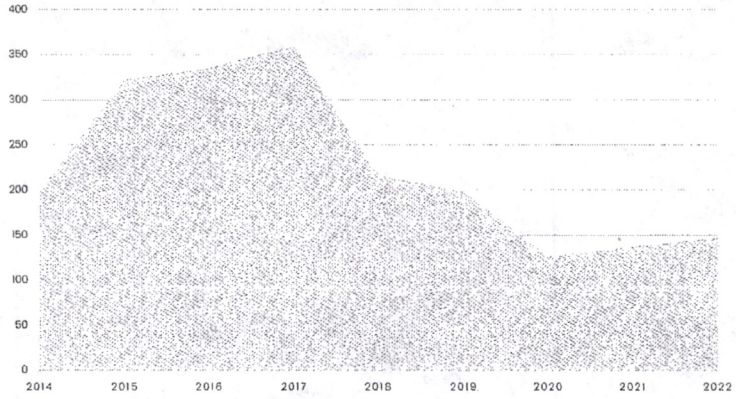




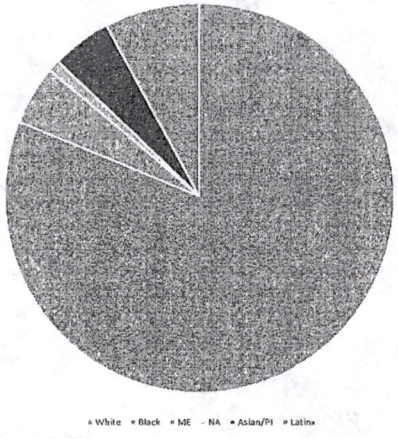
Reported Criminal Activity



DISORDERLY CFS DOWNTOWN



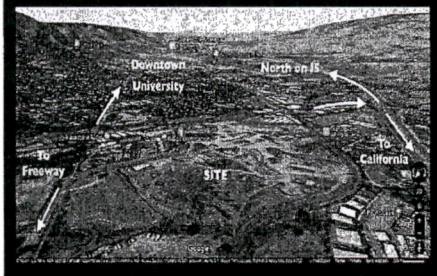
STOP Data



QUESTIONS?

Croman Mill Redevelopment Update

Ashland, Oregon







City Council Presentation

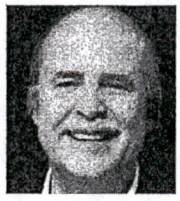
June 5, 2023

Agenda

1. Update on project planning and progress
2. Introduction to Jerry Johnson, economics specialist (Johnson Economics)
3. Introduction to Thad Wilson, infrastructure finance specialist (MuniCap)
4. Discuss project goals, opportunity for city-wide benefits, and need for multi-party collaboration to achieve them

Planning Team:

Many years experience in planning and building popular, successful, live-work-play neighborhoods that respect the local character and quality



Michael Mehaffy, Ph.D.
Urban Planner
Structura Naturalis Inc.



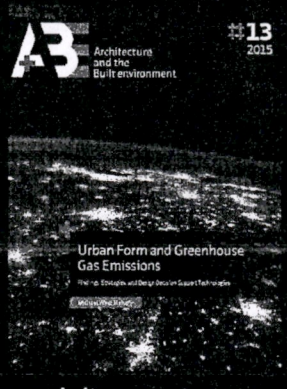
Laurence Qamar, CNU-A
Urban Designer
Qamar & Associates Inc



Paul Crabtree, P.E.
Civil Engineer
Crabtree Group Inc.

Planning Team:

Expertise in climate-friendly development, strategic issues and tools



Mehaffy doctoral dissertation on urban form and climate change, Delft University of Technology, 2015

Other successful communities by the planning team

Live, work, shop, create, learn, play…in a five-minute walk from home



Orenco Station TOD



Seabrook WA



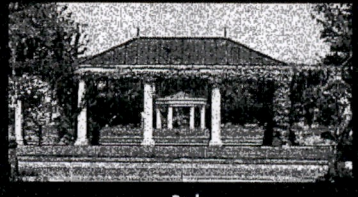
Pleasant Hill TOD



Affordable Housing



Markets



Parks

Development Team:

Many years of history in and emotional connection to Ashland as well as the Northwest region



Mike Weinstock
Manager,
Townmakers LLC

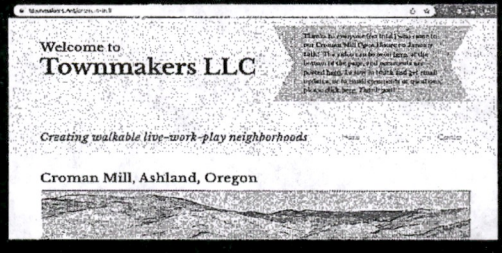
Ally Weinstock
Administrator,
Townmakers LLC



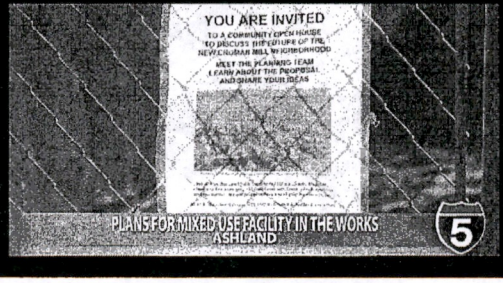
Carlene Chin
Team Coordinator,
Townmakers LLC

Public Outreach

- *Project website*
- *Stakeholder meetings*
- *Community open house*
- *Media coverage*



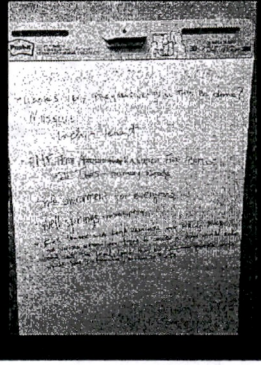


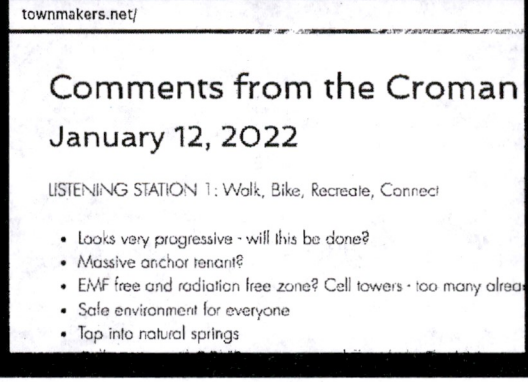


COMMENTS

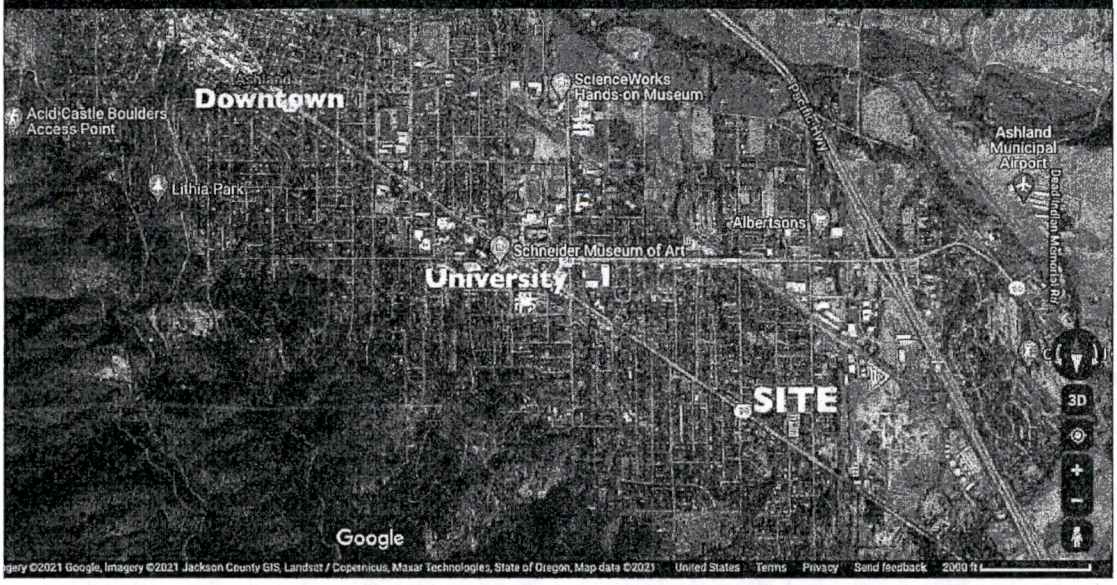
83 comments in total

- *Safety*
- *Traffic impacts*
- *Construction access*
- *More industrial*

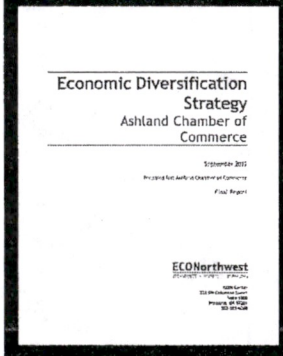




Ideal urban extension position



Ashland Economic Diversification Strategy (ECONorthwest)



Economic Diversification Strategy
Ashland Chamber of Commerce

ECONorthwest

Support Specialty Districts

A balanced economy can also be reflected in a city's geography and having different areas with identities that each exert their own gravity. In addition to downtown, there are three districts that show strong potential to continue developing into distinct, mixed-use areas of the city: University District, Railroad District, and the Croman Mill District. Each brings its own potential to expand past residential and commercial into areas like research, flex industrial, entertainment or small manufacturing.

1. **University District** – Southern Oregon University has the potential to transform not only a few properties on its campus, but its role within the city. By developing some strategic locations into dense, mixed-use buildings that cater to students and young professionals, the organization can establish an anchor for both residential and commercial development.
2. **Railroad District** – Already a popular part of the city, with some strategic investments this area could act as a walkable, nearby counterbalance to the downtown and provide the opportunity to define a separate cluster of retail and nightlife activities.
3. **Croman Mill District** – Perhaps the property with the most potential to redefine its area, the former Croman Mill site can provide the type of residential and commercial development at scale to significantly expand the growth of the city. If the city would like to develop more housing for young families, this site provides an opportune landscape. The fact that the site remains undeveloped 15 years after the adoption of the Croman Mill Master Plan suggests that the master plan and implementing ordinances should be revisited.

Ashland Economic Diversification Strategy (ECONorthwest)

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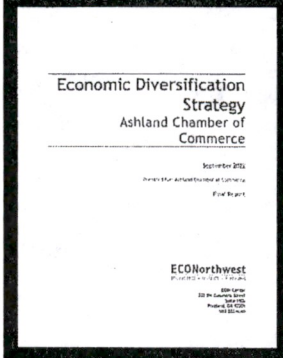
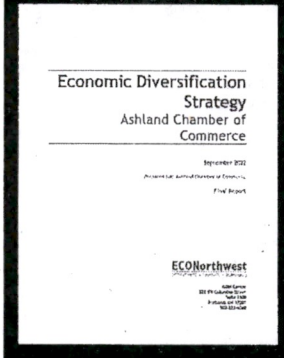
Ashland Economic Diversification Strategy (ECONorthwest)


Economic Diversification Strategy
Ashland Chamber of Commerce

ECONorthwest

Potential Actions	Potential Partners:
	Private property owners, City of Ashland, SOU
• Explore branding concepts and public space improvements that build community support for any potential projects. • Develop public financing tools to invest in public infrastructure that can help unlock sites and achieve world class developments. • Work with the city to develop clear and consistent objectives that allow potential private or nonprofit partners to feel confident in the process.	**How to Measure Success:** Projects initiated and completed **First Step:** Meet with SOU and focus on University District

Ashland Economic Diversification Strategy (ECONorthwest)


Economic Diversification Strategy
Ashland Chamber of Commerce

ECONorthwest

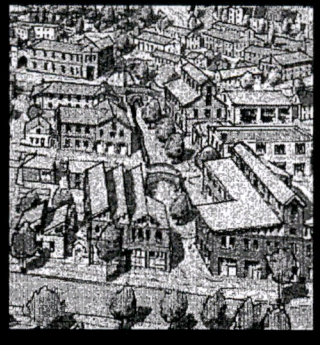
Establish Small Batch Ashland

Key ingredients to a thriving micro-batch community are: (1) A strong customer base that has disposable incomes and values authentic goods; (2) A city brand that signifies quality and craft; and (3) A culinary community that supports restauranteurs and food entrepreneurs. These are all elements that few cities outside of Ashland have in high concentration. To better support current (or future) small food and beverage manufacturers, the city can provide the tools for those entrepreneurs to easily scale production. By partnering with an operator of a co-working or makerspace, a small facility could be developed with the equipment (bottling, labeling, etc.) that is a common barrier to growth.



Potential Actions	Potential Partners:
• Research the growth process for these types of enterprises and the common challenges.	Small businesses, Rogue Valley Community College, SOU, Talent Maker City

Family-wage employment... not just in isolated districts, but increasingly in more competitive live-work-play neighborhoods







(Sometimes in homes too! Work from home, home-based businesses, live-works et al.)

The post-COVID employment world has changed!

mckinsey.com/featured-insights/leadership/the-next-normal-arrives-trends-that-will-define-2021-and-be...

The COVID-19 pandemic has changed the world, and its effects will last. Here are some factors that business leaders should keep in mind as they prepare for the next normal.

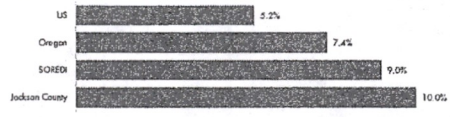
SOUTHERN OREGON REGIONAL ECONOMIC DEVELOPMENT INC.

KEY FINDING 3: REMOTE WORKERS

THE REGION HAS A HIGH PERCENTAGE OF REMOTE WORKERS

Remote workers are highly mobile, which is both an opportunity and a challenge. Typically, the first time someone visits a region is as a tourist and increasingly in modern society, people are choosing where they live first (as opposed to going where the jobs are). Remote workers typically choose their homes based on quality of life and amenities, so it is no surprise that Southern Oregon's population of remote workers is nearly double the national average. By creating resources and engaging remote workers, the Rogue Valley will retain their workforce and also have a toolkit that can be used to attract talent to the region.

FIGURE 3. WORKING AT HOME
PERCENT OF WORKERS AGE 16 OR OLDER



2019-11-08-SOREDI-CEDS-FINAL.pdf

Oregon, including the Jackson County Fairgrounds amphitheater.

5.2.2. Encourage tactical urbanism projects, such as popup shops in underutilized downtown spaces to encourage foot traffic and community engagement.[23]

- Bolster organizations that focus on downtown vitality, such as chambers of commerce, main streets, and downtown associations.

5.2.3. Support Rogue Valley shop-local initiatives and campaigns that highlight the region's craft and boutique industries, events, and arts and cultural amenities (strategy 4.3). In addition to supportin the local economy, buying local builds resilient downtowns and fosters a sense of a community.

[22] Federal Transit Administration, "Transit-Oriented Development," 11 April 2019, www.transit.dot.gov/TOD.
[24] Accelerator for America, " Opportunity Zone Investment Prospectus Guide," October 2018, www.acceleratorforamerica.com/OZGuide
[25] Street Plans, *Tactical Urbanist's Guide to Materials and Design*, December 2016, tacticalurbanismguide.com.

Ashland needs more housing, and more diverse housing... more affordable, more "missing middle", et al.
This is now a jobs and economic development issue....

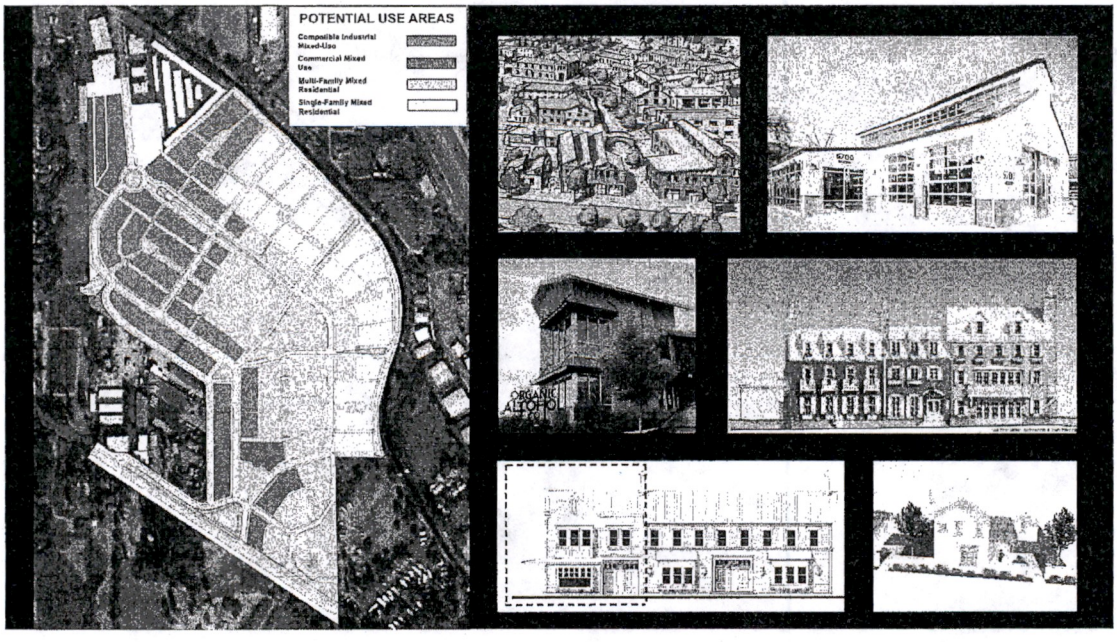
City of Ashland
2021–2041 Housing Capacity Analysis

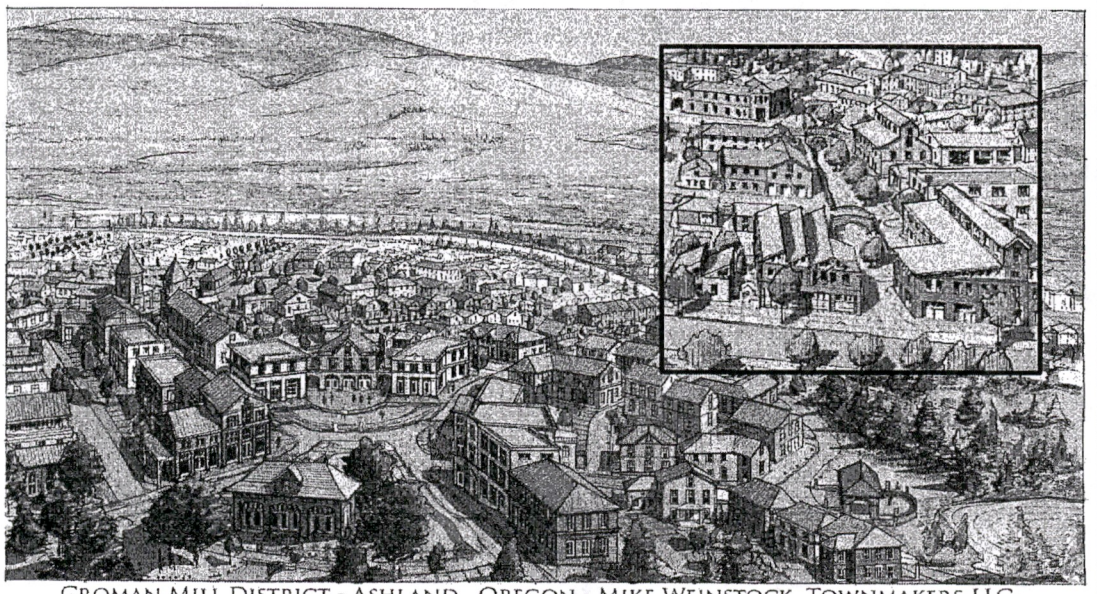
What are the key findings of the Housing Capacity Analysis?

The key findings of the Ashland's Housing Capacity Analysis are that:

- **Ashland has sufficient land to accommodate its housing forecast between 2021 and 2041** and can accommodate growth (858 dwelling units) over the next 20-years with a surplus of capacity. Some development in the Suburban Residential, Normal Neighborhood, and Multifamily Residential Plan Designations will need to be accommodated in the City's urban growth boundary, outside the City Limits.
- **Ashland is planning for the continued growth of single-family detached units, however, more opportunities for multifamily and single-family attached will need to occur to meet the City's needs.** The factors driving the shift in types of housing needed in Ashland include changes in demographics and decreases in housing affordability. The aging of the baby boomers and the household formation of the millennials and Generation Z will drive demand for renter- and owner-occupied housing, such as single-family detached housing, townhouses, duplexes, tri- and quad-plexes, and apartments. Both groups may prefer housing in walkable neighborhoods, with access to services.
- **Over the 2021 to 2041 period, Ashland will need to plan for more multifamily dwelling units in the future to meet the City's housing needs.** Historically, 66% of Ashland's housing was single-family detached. While 35% of new housing in Ashland is forecast to be single-family detached, the City will need to provide opportunities for the development of new single-family attached (10% of new housing); duplex, triplex, and quadplex housing (10% of new housing); and multifamily units (35% of new housing).
- **Ashland has unmet needs for affordable housing.** Ashland has unmet housing needs for households with extremely-low and very-low-income households, as well as households with low- and middle-income. The forecast shows 273 of Ashland's new households will have incomes of $32,600 (in 2019 dollars) or less. These households can afford monthly housing costs of $820, which is considerably below market rate rents starting around $1,145 for a two-bedroom unit. About 127 of Ashland's new households will have incomes between $32,600 and $52,000 and can afford $820 to $1,300 in monthly housing costs.
- **Ashland will need more diverse housing types to meet these housing needs and address demographic changes.** These housing types include rental and ownership opportunities such as: small single-family detached housing, accessory dwelling units, cottage housing, townhouses, duplexes, tri- and quad-plexes, and apartments. Without the diversification of housing types, lack of affordability will continue to be a problem, possibly growing in the future if incomes continue to grow at a slower rate than housing costs.

The memorandum *Ashland Housing Strategy* (Appendix A of this report) was developed to present recommendations for policy changes to address Ashland's unmet housing needs. Based on this Housing Capacity Analysis report and using the *Ashland Housing Strategy* for guidance, Ashland will need to develop a Housing Production Strategy within one year of adoption of





CROMAN MILL DISTRICT - ASHLAND , OREGON - MIKE WEINSTOCK, TOWNMAKERS LLC.
TOWN PLANNERS AND DESIGNERS: QAMAR & ASSOCIATES, AND STUCTURA NATURALIS - JANUARY 1, 2022

Current Status

1. Development of proposed site plan, district standards, zoning code, annexation… in progress
2. Traffic Impact Analysis – firm is ready to proceed
3. Economic analysis – report in progress (Johnson Economics); State / DLCD legal requirements as well as City goals
4. Infrastructure finance – proposal in development for public improvements – paths, trails, major streets, parks (MuniCap)

Economics Team:

- Discussion of State Law issues, City economic goals
- Discussion of public-private models to unlock wider benefits for the full district and the city as a whole



Jerry Johnson
Principal, Johnson Economics

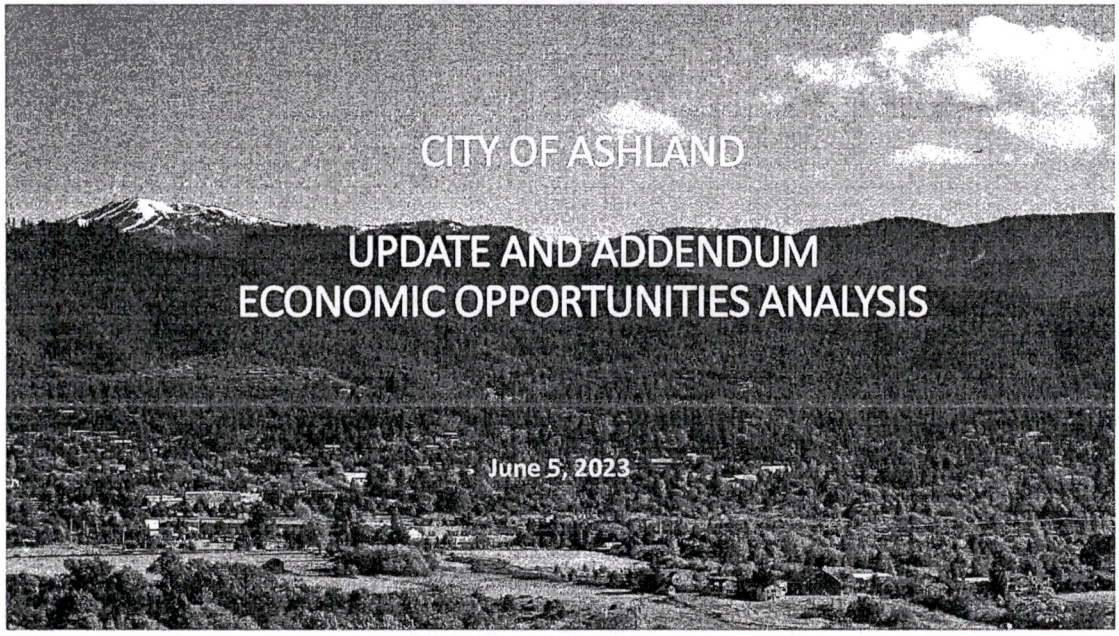


Thad Wilson
Senior Vice President, MuniCap

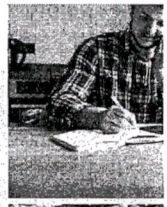


CROMAN MILL DISTRICT - ASHLAND , OREGON - MIKE WEINSTOCK, TOWNMAKERS LLC.
TOWN PLANNERS AND DESIGNERS: OAMAR & ASSOCIATES, AND STUCTURA NATURALIS - JANUARY 1, 2022

Thank You!



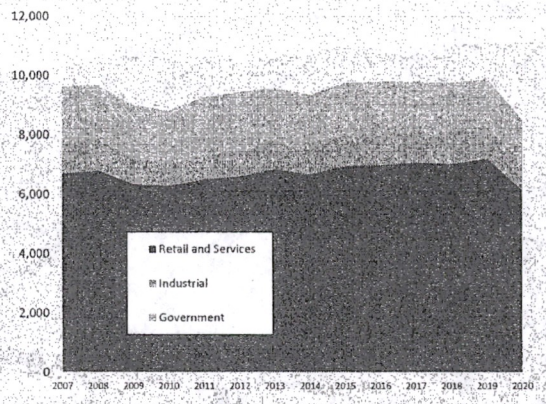
- Employment growth in Ashland has been negligible since 2007 EOA
- Shift in work patterns towards remote work
- Ashland is well positioned to capitalize on this shift in work patterns
- New master plan for Croman Mill site responsive to this shifting context
  - Maintains employment capacity
  - Enhancing economic development offerings
    - Community designed to facilitate and encourage remote working





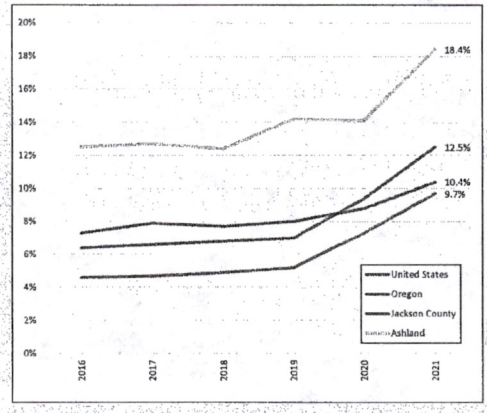
CITY OF ASHLAND EMPLOYMENT LEVELS

- Employment growth has been modest in the City of Ashland since adoption of the EOA
  - 0.09% AAGR (0.75% forecast)
- Retail and services employment remains dominant, and was the primary source of growth over the last decade
- Employment in most industries dropped significantly during the pandemic



WORK AT HOME TRENDS

- Ashland has historically had a disproportionate share of remote workers
- Ashland share of people working from home compared to the county, state, and country.
  - The graph to the right shows the % of all workers (16 and over) who reported to be working from home in 2021.
- This pattern accelerated during the pandemic, but remains persistent



EMPLOYMENT CAPACITY

- CITY COMPLETED BLI IN 2019
  - 125 net acres of land designated for employment uses*
  - Capacity for over 1,300 jobs on employment lands*
- SIGNIFICANT ADDITIONAL CAPACITY IN RESIDENTIAL ZONES
  - Assumed at 20% of employment in 2007
  - Likely shift to closer to 40% in certain employment categories
- MORE THAN ADEQUATE EMPLOYMENT CAPACITY TO MEET DLCD REQUIREMENTS

* Excludes Croman Mill Site

Comp Plan	# Parcels	Net Acres
Airport	10	PMP
Commercial	29	16.7
Croman Mill	22	61.1
Downtown	8	0.4
Employment	88	92.4
HC	3	1.2
HDR	58	11.7
Industrial	6	14.6
LDR	57	18.8
MFR	119	42.2
Normal Neighborhood	29	69.7
NM	14	16.4
SFR	326	205.1
SFRR	48	96.7
SOU	3	1.8
Suburban R	6	7.5
Woodland	9	6.6
Total	835	662.9
Total-Employment*	134	125.3

* Excluding Croman Mill

JOHNSON ECONOMICS

FINDINGS TO-DATE

- MODEST EMPLOYMENT GROWTH SINCE ADOPTION OF EOA
  - Well below forecast in the City of Ashland
- SHIFTING NATURE OF EMPLOYMENT
  - Significant increase in remote working options
  - Commensurate decrease in demand for traditional office space
  - Tight labor market shifts power towards employee
  - Ashland's lifestyle advantages will increasingly attract more footloose employment
- EMPLOYMENT CAPACITY IS INCREASINGLY CONTAINED IN RESIDENTIAL DEVELOPMENT
  - Proposed development is responsive to changes in workforce and living preferences
  - Desire for third places, live/work/play communities
  - Complementary to downtown





JUNE 5, 2023 PRESENTATION TO ASHLAND CITY COUNCIL

Order and Goal of the Presentation

Introduce MuniCap, Inc. and myself

Provide a summary explanation of "Tax Increment Finance"

Briefly describe the work that we intend to perform in the coming months – preparing a "plan of public finance"

Primary Goal – Help you understand how tax increment finance could be utilized by the City to create a partnership for the development of the Croman Mill site.

MUNICAP, INC.
PUBLIC FINANCE

MUNICAP, INC., A PUBLIC FINANCE CONSULTANCY

- Founded in 1997
- Headquartered in Columbia, MD; providing services in over 30 states;
- Registered as a Municipal Advisor;
- Assisted on over 500 borrowings totaling over $10 billion to fund development projects;
- **Solely focused on funding public infrastructure through public private partnerships.**

MUNICAP, INC.
PUBLIC FINANCE

THAD WILSON, EXECUTIVE VICE PRESIDENT

- Worked in public finance for 17 years and for MuniCap for over 14 years;
- Served public and private clients across the US;
- Registered as a Municipal Advisor (Series 50 and Series 54);
- Extensive experience helping public entities **establish their first "special" district.**

TAX INCREMENT FINANCE ("TIF")

A public finance tool which allows **a municipality to direct** future, incremental tax revenues from a designated area to fund desired public improvements.

- Typically utilizes real property taxes, including portions from other jurisdictions (county, school);
- Only captures and redirects the increase (the "increment") in taxes;
- Uses a borrowing to provide capital for the cost of the improvements;

TAX INCREMENT FINANCE (CONTINUED)

- Used responsively and often across the nation and Oregon;
- Often used as a key backbone of a partnership agreement between a real estate developer and a municipality;
- Can be set up (and is intended to be set up in this case) to provide a **financing solution without creating any financial risk to the City.**

General TIF Mechanics

- **Existing ("base") taxes continue to flow in the standard manner;**
- Existence of a TIF district does not impact the total amount of real property tax paid by a property owner;
- Annual calculation of incremental tax revenues, which are directed to a special fund.

MUNICAP, INC.
PUBLIC FINANCE

Example Calculation and Use of TIF Revenue

When the TIF district is created:

Taxable value - $1,000,000 (serves as the "base value")

Annual real property taxes - $15,000

After redevelopment:

Taxable value - $50,000,000

Annual real property taxes - $750,000

Incremental real property taxes - $735,000 ($750,000 - $15,000 = $735,000)

The previously existing $15,000 of annual real property taxes are distributed as before.

The incremental revenue (subject to Oregon sharing formulas) **is pledged to support a long-term borrowing** that generates funds for public improvements.

MUNICAP, INC.
PUBLIC FINANCE

Why a TIF Could be Right for Croman Mill

- Opportunity to help cure a brownfield site that has strong development potential (size and location);
- Significant public infrastructure needs;
- Existing community needs;
- High value development uses are possible;
- **Public awareness / expectation that this site needs public assistance.**

MUNICAP, INC.
PUBLIC FINANCE

Establishing a Plan of Public Finance

Working collaboratively with the City, we intend to craft a plan to efficiently use tax increment finance, and possibly other tools, to help deliver the public improvements as quickly as possible.

This plan is not yet prepared – to be provided at a following Council session.

Key Characteristics of the Plan of Public Finance

- Plan of public finance will be built around a mutually desired development plan, including desired public improvements that will generate a better long-term outcome for the site;
- City will be deeply involved in the preparation of and execution of the plan of public finance;
- **The resulting plan will generate no financial risk to the City.**

Details of a Plan of Public Finance

The plan of public finance will generate a **realistic solution**, considering:

- Estimated costs of the public improvements, and the timing of such costs;
- Estimates for the type, quantity, timing and taxable values of the expected development uses;
- Public policy considerations;
- Borrowing structure and borrowing assumptions.

To be prepared collaboratively with the City and presented at a following City Council session.

ASHLAND CITY COUNCIL
BUSINESS MEETING
MINUTES
June 6, 2023

I. CALL TO ORDER

Mayor Tonya Graham called the meeting to order at 6:03 p.m.

1. Land Acknowledgement

Councilor Hansen 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. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS

Mayor Graham commented on the lightning strike fire that occurred in the watershed the day before. The city was taking nominations for the James C. Ragland Award. There would be no more fuel reduction burns for the next several months.

1. Juneteenth National Independence Day Proclamation

Mayor Graham read the proclamation. Councilor DuQuenne noted events celebrating Juneteenth would happen Thursday, June 15, 2023, at 11:00 at SOU and June 17, 2023, at Pear Blossom Park in Medford. She expressed her appreciation for the proclamation. She explained she did not pledge to the flag because her ancestors had died for the flag, nor did she say "...with liberty and justice for all." She would say those words when there was liberty and justice for all.

2. Proclamation Celebrating National Pollinator Week

Mayor Graham read the proclamation.

Kate Jackson/Ashland/Spoke about the Bee City Committee and announced a self-guided garden tour June 25, 2023, from 9:00 a.m. to 1:00 p.m. of ten gardens.

V. APPROVAL OF CITY COUNCIL MINUTES

1. **Minutes of the June 14, 2022, Business Meeting**
2. **Minutes of the May 24, 2022, Special Business Meeting**
3. **Minutes of the May 15, 2023, Study Session**
4. **Minutes of the May 16, 2023, Business Meeting**

5. Minutes of the May 25, 2023, Special Study Session

Councilor Kaplan made a correction to the May 16, 2023, Business Meeting. Page 6, third paragraph, the fourth sentence was changed to read, **"He was not prepared to support a policy that kept a minimum fund balance at those high levels for those funds without seeing a much clearer justification for doing so."**

Councilor Kaplan/Bloom m/s to approve the minutes of June 14, 2022, Business Meeting, the May 24, 2022, Special Business Meeting, the May 15, 2023, Study Session, the May 25, 2023, Special Study Session as presented, and the minutes of May 16, 2023, as amended.
Roll Call Vote: Councilor Kaplan, DuQuenne, Dahle, Bloom, Hyatt, and Hansen, YES. Motion passed.

VI. SPECIAL PRESENTATIONS & AWARDS

1. Don Bieghler, City Band Director Recognition

Former city councilor Stephen Jensen honored Bon Bieghler who has directed the Ashland City band for sixty years. Mayor Graham presented the James M. Ragland award to the Ashland City Band. Mayor Graham then honored Mr. Bieghler with a plaque recognizing his tremendous contribution. Mr. Bieghler thanked the council and citizens for supporting the band. He passed the baton to the new band director, Christi Lundahl.

2. Climate and Environment Policy Advisory Committee (CEPAC): Greenhouse Gas Emissions Recommendations

City Manager Joe Lessard introduced the topic. This will be an item on a future agenda based on council direction. Climate and Energy Analyst Chad Woodward introduced Brian Sohl, the CEPAC chair and Student Representative Kiera Retiz. Chair Sohl provided background and a presentation included in the packet:

- CEAP Goal #1: REDUCE GREENHOUSE GAS EMISSIONS!
- How are We Doing? POORLY!
- Methane is the SECOND Most Important GHG
- Health Impacts of Methane Exposure
- How did we get here?
- What is the Ask of Council?
- Timeline
- Where Do Ashland Emissions Come From?

Ms. Retiz spoke to how climate change was degrading the environment quickly. Chair Sohl explained the initial intention was reducing fossil fuel in new commercial building and now they wanted a ban on new residential with an ordinance and study in changing greenhouse gas emission for residential remodels and new construction.

Piper Banks/Ashland/Spoke to the weight that climate change placed on her future and others. She supported passing an electrification and clean air ordinance.

Noel Chatroux/Ashland/Explained stopping construction of new buildings that use methane was a minimum and encouraged council to move forward on an ordinance.

Council shared their support and concerns regarding the ordinance. It was a complex issue that needed to involve stakeholders and community. It also needed to be enforced correctly. Staff would work with the Legal Division.

VII. CITY MANAGER REPORT

City Manager Joe Lessard provided the manager's report. Council would review the telecommunications draft ordinance at their July 17, 2023, study session.

VIII. PUBLIC FORUM

Leda Shapiro/Ashland/Read from a document submitted into the record (see attached).

Kelly Marcotulli/Ashland/Spoke about radio frequency, social media dangers and the need to take 5G seriously.

Miriam Reed/Ashland/Spoke against 5G cell towers.

Paul Sheldon/Ashland/Supported hiring Mr. Campanelli to write a restrictive telecommunications ordinance.

Pamala Joy/Ashland/Shared her personal experience with electromagnetic issues.

Angie Thusius/Ashland/ Supported hiring Mr. Campanelli and spoke to EMF radiation.

IX. CONSENT AGENDA

1. **City Attorney Profile and Recruitment Process**
2. **Liquor License Approval for BP Products North America (DBA ARCO AM-PM) at 2380 Highway 66**
3. **Planning Commission Appointments**
4. **Climate and Environment Policy Advisory Committee Appointment**
5. **Public Arts Committee Appointment**

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

X. PUBLIC HEARINGS

1. Public Hearing for the BN 2023-2025 Budget and Property Tax Levy
    a. Resolution 2023-10 Adopting BN 2023-2025 Budget and Appropriations
    b. Resolution 2023-11 Certifying City of Ashland Services

c. Resolution 2023-12 Declaring the City's Election to Receive State Revenues
d. Resolution 2023-13 Levying Property Taxes for the Fiscal Year July 1, 2023, through June 30, 2024
e. Resolutions 2023-15 Allocating Transit Lodging Tax proceeds to Travel Ashland

Finance Director Marianne Berry presented the 2023-25 biennium budget approved by the Citizens' Budget Committee and the summary of changes (see attached).

- Summary of Changes

Mayor Graham opened the public hearing at 7:38 p.m.
Mayor Graham closed the public hearing at 7:38 p.m.

Councilor Bloom/DuQuenne m/s to postpone the approval of the 2023-2025 biennial budget to the following council business meeting on June 20, 2023 and request a special study session to discuss it further. DISCUSSION: Councilor Bloom's understanding was a meeting to discuss the budget would happen prior to approving the budget. There were policy issues that council could not discuss in the Citizen's Budget Committee (CBC) that council could take up. There were funded and underfunded initiatives council should look into. It would be more prudent to take the time in a study session to further discuss and adjust items if needed then pass the budget June 20, 2023. Councilor DuQuenne agreed. She wanted the opportunity to discuss it further. There was not lot of discussion during the last budget. She wanted to make sure the decisions being made were in accordance with community.

Mayor Graham asked for clarification on the significance of June 20, 2023. Mr. Lessard explained it was on the LookAhead for two meetings because budgets are usually adopted by ordinance. However, Oregon state allowed budgets to be adopted as a resolution.

Councilor Hyatt asked if council made changes to the budget that met certain criteria, would they have to reconvene the CBC and bring it back to council. Ms. Berry responded if there was a 10% increase, they would have to republish the LB1. Finance Systems Manager Bryn Morrison further explained it would be republished 5-30 days prior to the public hearing. The CBC would not have to reconvene, but it would require a special meeting. They had to have everything done by June 30, 2023 if council changed the fund more than 10%.

Councilor Bloom clarified it was not his intention of adding money to the budget. He wanted council to review some items in the budget, policies and priorities and possibly move small amounts to meet goals like firefighting and childcare.

Councilor Hansen explained this was his first budget process and noted there had been five budget meetings and did not understand why council would want to draw it out further.

Council Bloom responded it was clear with the guidelines and mandates of the CBC, they could not discuss policy and he wanted an opportunity to discuss it.

Councilor Dahle asked staff if there were other logistical issues in delaying approving the budget. Ms. Berry thought the council should take the time it needed but knowing what it took to get from the approved budget to this point, it was a heavy lift. Making changes to the final budget when it had to be published by June 30, 2023 would be a burden on staff to ensure what was published was accurate and complete.

Councilor Kaplan noted policies were approved by council prior to going into the process. There was also a process to make adjustments to the budget moving forward into the biennium. He suggested adjusting the budget as they encountered policy changes. Ms. Berry added there will be an opportunity to do a budget supplemental because the city will receive and be awarded grant monies. Mr. Lessard further added there were budget supplementals every quarter so there would be opportunities to adjust the budget. Councilor Hyatt asked if there might be challenges receiving monies from the state. Ms. Morrison responded there was not. The city needed to certify to the county by July 15, 2023, but the whole budget needed to be wrapped up by June 30, 2023. Councilor DuQuenne understood the supplemental budget process but preferred delaying the process for a thorough review. Mayor Graham commented there was time to discuss it during this meeting and there had been time to discuss it during the CBC meetings. She recommended voting on the motion. **Roll Call Vote: Councilor DuQuenne, Bloom, and Dahle, YES; Councilor Kaplan, Hyatt, and Hansen, NO. Mayor Graham broke the tie with a NO vote. Motion passed 4-3.**

Councilor Hyatt suggested a further discussion July 5, 2023.

Councilor Hyatt/Kaplan m/s to call a special business meeting on July 5, 2023, to have a conversation of budget priorities with the ability to direct staff with a supplemental budget should it be necessary. DISCUSSION: Councilor Hyatt thought there were good points on both sides. She recognized that Oregon budget law had certain requirements for staff and this process had gone through five CBC meetings. There were some policy questions brought up that were not addressed or discussed. Councilor Kaplan concurred. Councilor Hansen commented there was time this evening to have policy discussion. Councilor Hyatt thought the July 5, 2023 meeting would let council have the conversation around policy and make supplemental budget changes as necessary. Councilor Hansen clarified they would discuss amendments this evening and come back and meet on July 5, 2023 for policy decisions they were unable to have during the CBC meetings.

Mr. Lessard clarified the chamber was scheduled July 5, 2023, for the Parks Commission meeting. He suggested moving the budget policy discussion to a regularly scheduled meeting with council providing him with their questions or issues. He recommended having

the study session July 17, 2023 for discussion with council taking action if needed during the July 18, 2023 business meeting.

Councilor Hyatt withdrew motion with Councilor Kaplan's agreement. Council agreed to move the discussion to the July 17th and 18th meetings.

Council Deliberation and Decision

Public Hearing for the BN 2023-2025 Budget and Property Tax Levy

a. Resolution 2023-10 Adopting BN 2023-2025 Budget and Appropriations

Councilor Dahle/Kaplan m/s to approve Resolution 2023-10 a resolution to adopt Adopting BN 2023-2025 Budget and appropriate such amounts as necessary to implement the 2023-2025 budget. DISCUSSION: Councilor Dahle commented it was his first budget and appreciated Councilor Hyatt working through it with council. He was aware of the time and effort from staff. He wanted a mindful discussion and then to move forward. Councilor Kaplan supported the motion and looked forward to the discussions. Councilor Bloom appreciated the alternative. He would not make amendments to the budget now, but there were items severely underfunded. He would support the budget. Councilor Hansen appreciated Councilor Bloom's comments. It was not perfect and supplemental changes were part of the job. Councilor DuQuenne understood the work that went into this but would not support the motion. Mayor Graham explained this was her third budget. She observed the last budget was during the pandemic and appreciated that there was time to delve deeper and asked questions. She was also pleased by the direction this conversation was going. She was not comfortable breaking a tie vote. Councilor Hyatt thanked staff and noted the effort and time preparing the budget and going through the approval process. **Roll Call Vote: Councilor Kaplan, Hansen, Hyatt, Dahle, and Bloom, YES; Councilor DuQuenne, NO. Motion passed 5-1.**

Mayor Graham wanted a new process that the meeting following the last budget meeting included a deeper policy conversation and having the meeting after that be the adoption of the budget. Councilor Kaplan suggested starting the process earlier, in April instead of May.

Mr. Lessard would email council for their comments and issues with a response deadline of two weeks. Mayor Graham thanked the CBC members for their participation in the process.

b. Resolution 2023-11 Certifying City of Ashland Services

Councilor Hyatt/Bloom m/s to approve the following resolution titled Resolution 2023-11, a resolution certifying City of Ashland services. DISCUSSION: Councilor Hyatt explained this was necessary to certify municipal services and was critical to receiving state funds and defined subventions. Councilor Bloom agreed. **Roll Call Vote: Councilor Kaplan, Hyatt, Bloom, Dahle, Hansen, and DuQuenne, YES. Motion passed.**

c. Resolution 2023-12 Declaring the City's Election to Receive State Revenues

Councilor Bloom/Hansen m/s to approve the following resolution, Resolution 2023-12 declaring the City's election to receive state revenues. DISCUSSION: Councilor Bloom supported receiving revenues from the state. Councilor Hansen added this option allowed the city to receive tax money from liquor and cannabis. **Roll Call Vote: Councilor Dahle, Hyatt, Hansen, Kaplan, Bloom, and DuQuenne, YES. Motion passed.**

d. Resolution 2023-13 Levying Property Taxes for the Fiscal Year July 1, 2023, through June 30, 2024

Councilor Hyatt/Dahle m/s to approve the following resolution titled Resolution 2023-13 a resolution to levy property taxes for the Fiscal Year July 1, 2023, through June 30, 2024. DISCUSSION: Councilor Hyatt explained if council chose to do differently from the CBC, staff would have to republish. This was also the second part of receiving state funds to provide levels of service council has committed to. Councilor Dahle agreed. Councilor Kaplan noted this was passed by the CBC unanimously. Councilor DuQuenne confirmed it would not raise taxes for citizens. Councilor Hansen added that this was the highest tax rate, it was at is maximum and could not be raised. **Roll Call Vote: Councilor Bloom, Hansen, DuQuenne, Hyatt, Kaplan, and Dahle, YES. Motion passed.**

e. Resolutions 2023-15 Allocating Transit Lodging Tax proceeds to Travel Ashland

Councilor Hansen/DuQuenne m/s to approve Resolution 2023-15, a resolution to approve allocation of Transit Lodging Tax proceeds to Travel Ashland. DISCUSSION: Councilor Hansen explained this was the tax money that Travel Ashland used to do so much work for the region. It provided money for many services. He thought both the Chamber and Travel Ashland were doing great work. Councilor DuQuenne reaffirmed the tax went to Travel Ashland and noted Travel Ashland had done a great job making Ashland known. Councilor Hyatt supported the motion. Travel Ashland was a key partner and she looked forward to working together. **Roll Call Vote: Councilor Bloom, Hansen, Kaplan, DuQuenne, Dahle and Hyatt, YES. Motion passed.**

2. Resolution 2023-14 Adopting Miscellaneous Fees and Charges for Fiscal Year July 1, 2023, through June 30, 2024

Finance Director Marianne Berry explained the departments had submitted changes to the miscellaneous fees document. The intention was fee and cost recovery.

Councilor Hyatt wanted to know what it would entail to make the cemetery fund an enterprise fund. Finance Systems Manager Bryn Morrison responded it would take a cost-of-service study to determine what needed to charge to make it self-sufficient. She was not sure it was possible. They would also have to look at gap on whether it would meet the requirements as well.

Councilor DuQuenne confirmed council had the ability to create and adjust fees over the next year. She preferred reviewing the changes one at a time. She thought the fees for planning and building we already high and asked if staff had reviewed other jurisdiction's fees. Community Development Director Brandon Goldman responded there had not been a cost recovery study on planning fees for decades. Fee adjustments were attributed to cost-of-living increase to recapture the funding necessary to pay for the services provided. Those fees were charged to developers proposing actions within the city. Building Permit fees went through a comprehensive review and comparison to other jurisdictions three years before. Council adopted those fees two years ago. Since then, the Building Division had exceeded 100% cost recovery. The Planning Division recovers 60% of expenses and is subsidized by the general fund. City Manager Joe Lessard added if council changed the policy of cost recovery there would not be enough revenue to support the department and they would have to shift funding for the Community Development department from other areas.

Mr. Goldman confirmed these changes were due to CPI and the new fee for food truck ordinance. Additionally, the Engineering Division was no longer collecting a survey plat fee. Addresses and street names had shifted from Public Works to Community Development. He clarified long range planning was covered by the general fund for the Planning Division

Councilor Dahle/Bloom m/s approval of the Resolution No. 2023-14 titled, "A Resolution Adopting Miscellaneous Fees & Charges Document and Repealing Prior Fee Resolution 2022-13".
DISCUSSION: Councilor Dahle thought the fees were reasonable. Inflation was here and in order to give staff the tools to provide essential services council needed to approve the document. Councilor DuQuenne commented that inflation affected everyone, and items added up like square footage costs for restaurants to use the Calle Guanajuato area. She would not support the motion. Councilor Hyatt thought this was challenging because of the balance it had to strike. Who was using the service and are they paying for the service or is it the taxpayer who pays. There will be times and items that need to be visited but it was inappropriate to expect taxpayers to subsidize another's recreation, or fence permit. She supported the motion.
Roll Call Vote: Councilor Hyatt, Hansen, Bloom, Dahle, and Kaplan, YES; Councilor DuQuenne, NO. Motion passed 5-1.

XI. UNFINISHED BUSINESS - none

XII. NEW BUSINESS

1. Governor's Emergency Order 2023-02 related "All In" Overnight Shelter Grant

Community Development Director Brandon Goldman explained the Jackson County Continuum of Care received an allocation from the state of $8.8 million. the Jackson County Continuum of Care's directive was providing 133 rapid rehousing and sixty-seven shelter beds. The City of Ashland applied for $1.4million to assist in the acquisition of property for the

development of a congregate shelter that would accommodate 40 individuals. The expectation was that OHRA would provide operations for the emergency shelter until January 10, 2024. Purchasing the asset would allow the city to continue the winter/inclement weather shelter in that facility going forward. The city proposed $930,000 city funds already in the budget. It would allow the city to purchase and rehabilitate the property and pay OHRA for operations.

Housing Program Manager Linda Reid was thanked for her efforts and involvement in the process.

Staff had not identified the property at this time. They were looking into purchasing a standalone self-cleaning restroom from Portland Loo at $90,000 but that depended on the price of the property and building. Community Development Block Grants could be used. Mr. Goldman clarified it was not marijuana funds but ending fund balance monies set aside in support of homeless services. Finance Director Marianne Berry furthered clarified there was $1million in the housing fund that was moved to the general fund for housing services and an emergency shelter.

Councilor Hyatt/Kaplan m/s to authorize the city manager to enter into a grant agreement for accepting $1,158,100 in grant funding from the Jackson County Continuum of Care (COC), with understanding that funds are intended for creating new shelter beds, funds will be expended by January 10, 2024, and acceptance of funds are subject to legal review and approval of the proposed grant agreement. DISCUSSION: Councilor Hyatt thought this was the right thing to do. Councilor Kaplan agreed. Councilor DuQuenne and Dahle thanked Housing Program Manager Linda Reid for her work on the grant. Mayor Graham noted these types of opportunities came from staff, council and being able to partner with community who specialized in this. Now that real resources were coming in, they needed to determine what that master plan looked like.
Roll Call Vote: Councilor Bloom, Hansen, Kaplan, Hyatt, Dahle, and DuQuenne, YES. Motion passed.

2. **Early Learning Small Grant Opportunity-support for up to 35 additional early learning seats in Ashland**

City Manager Joe Lessard identified three efforts needed to increase the viability of the local economy. They were facilities, living wages for childcare providers, and making it affordable for people to live and work in the community. The Ad hoc committee on Affordable Childcare and Early Childhood Development will investigate this in a strategic way.

Councilor Hyatt explained this was an opportunity for the ScienceWorks Museum to purchase two modular classrooms and a bathroom unit at a reduced cost. They were asking for a small grant from the city. It was a good partnership for early learning.

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Councilor Hyatt/Bloom m/s to approve $5,000 match in small grant money to be awarded to ScienceWorks Museum for the purpose of procuring modulars and early learning opportunity in Ashland. DISCUSSION: Councilor Hyatt commended Cynthia Sabado and ScienceWorks for their efforts to bring this forward. Councilor Bloom added it demonstrated that in Ashland we are better together. Councilor Hansen appreciated the opportunity. It could be frightening not have childcare. He thanked ScienceWorks, council and staff and thought it would bring more families to Ashland. Councilor Dahle agreed. This was an outstanding example of innovative ideas through collaboration. **Roll Call Vote: Councilor Hansen, Dahle, Kaplan, DuQuenne, Bloom, and Hyatt, YES. Motion passed.**

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS – none

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

Councilor Dahle noted the Airport ad hoc Committee met. Airport Day would not happen this year due to taxi lane reconstruction. The committee was working on scheduling community events though and working with the Chamber on Airport Day 2024.

Councilor Bloom thanked all the agencies that had worked on the fire in the watershed.

XV. ADJOURNMENT OF BUSINESS MEETING

Councilor Bloom/DuQuenne m/s to adjourn the meeting at 9:11 p.m. Voice Vote: ALL AYES. Motion passed. The meeting adjourned 9:11 p.m.

Respectfully Submitted by:

DocuSigned by:
Melissa Huhtala
A02A82A0E5F2482

City Recorder Melissa Huhtala

Attest:

Tonya Graham

Mayor Tonya Graham

CEAP Goals

CEAP Goal #1: <u>REDUCE GREENHOUSE GAS EMISSIONS!</u>

- For the Community: Reduce GHG emissions 8% per year on average, every year to 2050.
- We are not meeting our goals.

How are We Doing?

POORLY!

1. Community "Natural" Gas Consumption Rose 10% from 2015 to 2020
2. Gas Meters in Ashland increased 5% from 2015 to 2020
   - 2015 - 6598 Residential + 807 Commercial = 7375 Gas Meters
   - 2020 – 6903 Residential + 842 Commercial = 7745 Gas Meters

Methane is the SECOND Most Important GHG

"Natural" Gas is composed primarily of methane, which is 80x more potent than CO2.

Reducing the use of "natural" gas is important because:

- **It is a mechanism to reach our CEAP goals and reduce community greenhouse gas emissions.**
- **There are risks to public health when using "natural gas" in a house.**

Health Impacts of Methane Exposure

- **Up to a 40% increased risk of childhood asthma exacerbations, and**
- **Up to a 24% increased risk of new asthma.**

How did we get here?

1. The Rogue Climate Action Team (RCAT) youth bring Ordinance Proposal to City Council & Council Directs CEPAC to Study Ordinance.
2. US 9th District Court rules Berkely Ordinance not in compliance with federal statute.
3. RCAT proposes change in ordinance to:
   - New Ordinance to include new *residential* construction only
   - Resolution to further study options re: Commercial, Industrial, and substantial remodels

How did we get here?

4. RCAT and CEPAC have identified 3 alternative options for an ordinance applying to new residential construction:
   - Emissions bases strategy
   - Local Amendment to the State Building Code
   - Apply Restrictions in New Rights-of-Way

What is the Ask of Council?

CEPAC (May 24, 2023) moves (10-1) to ask City Council to:

1. Direct City Staff (particularly Legal and planning) to work with CEPAC to bring an appropriate ordinance and resolution back to council ASAP
2. Direct that resources (hours) be given to such an effort
3. Direct CEPAC and RCAT to develop a stakeholder engagement plan.

Timeline

- Today... Council directs City Planning and Legal Resources to study ordinance and work with CEPAC to draft Ordinance/Resolution
- ASAP... CEPAC and RCAT start stakeholder engagement process planning
- July 12 - Staff and Working Group bring ordinance/resolution to CEPAC Meeting
- Late July, Early August - Formal stakeholder engagement
- Aug - CEPAC votes on final Ordinance/Resolution
- Aug 09 or Sept 05 Council Meeting – First reading of Ordinance.

Where Do Ashland Emissions Come From?

25% from Residential , Commercial, Industrial Energy use:

- 13% Residential
- 11% Commercial
- 1% industrial

To: Mayor Graham and Council
From: Gary Shaff
Date: June 5, 2023
RE: Agenda Item VI.2 - CEPAC: Greenhouse Gas Emissions Recommendations

Introduction
I'm a member of the Climate Environment Policy Advisory Committee (CEPAC).

I was the only CEPAC member to vote against the CEPAC's recommendation on the regulation of emissions from natural gas in new residential construction. I did so because the proposal does not address particulate pollution; a potent greenhouse and environmental pollutant. Listed below are several references explaining why it is critical that the city regulate particulate pollution emissions (i.e. prohibit the use of wood stoves and fireplaces) in new residential construction.

The facts demonstrate and logic would dictate that any regulation focused on reducing the adverse effects of new residential construction on climate and human health would include wood-fired appliances and fireplaces.

Just the Facts
"Thousands of medical studies have proven beyond any doubt that air pollution causes or exacerbates virtually the same entire list of health outcomes as cigarettes do — heart attacks, strokes, asthma, pneumonia, high blood pressure, shortened life expectancy, chromosomal damage, Alzheimer's, every kind of pregnancy complication, still births, and even sudden death.

But all air pollution is not created equal. Wood smoke is the most toxic type of pollution in most cities, more dangerous than auto pollution and most industrial pollution. Lighting a wood fire in your house is essentially starting up your own mini-toxic waste incinerator.

Wood smoke is unique in containing high concentrations of dioxins and PAHs (polycyclic aromatic hydrocarbons), probably the most toxic components of air pollution. Burning 10 lbs. of wood for one hour releases as many PAHs as 35,000 packs of cigarettes. The lifetime cancer risk is 12 times greater for wood smoke compared to an equal volume of secondhand cigarette smoke. Toxic free-radical chemicals in wood smoke are biologically active 40 times longer than the free radicals in cigarette smoke.

The very small size of particles in wood smoke make them seven times more likely to be inhaled than other sources of particulate pollution. For the same reason, wood smoke easily penetrates homes of neighbors creating concentrations indoors up to 89 percent as high as outdoor air. If you smell wood smoke, you know you are being harmed. The sweet smell comes from deadly compounds like benzene. Once you can smell the smoke you know the concentration of particulate matter is dangerously high. The most toxic components of air pollution are much higher inside homes that burn wood than the homes of non-burners, as much as 500 percent higher.

Wood smoke is the only pollution emitted right where people spend most of their time, at home. It disperses poorly, is not evenly distributed and stays in the air longer because of its small size. Pollution can be 100 times higher for neighbors of wood burners than what is captured at the nearest monitoring station. If your neighbor is a regular wood burner, and follows all the rules, you can go an entire winter without having one single day of clean air. Local "wood burning victims" have their health jeopardized and their lives shortened, even when overall community pollution is low."
https://www.times-standard.com/2017/08/05/burning-firewood-is-an-airborne-public-health-hazard/

"Oregon Department of Environmental Quality data released Wednesday (Jan. 15, 2020) shows 12.8 million pounds of particulate pollution matter are released into Oregon's air by woodstoves and chimneys each year. Annual particulate matter levels emitted from wood smoke are close to that of a wildfire, DEQ's Susan Mills said." https://www.opb.org/news/article/oregon-dep-data-woodstove-air-pollution-wildfires/

"In Portland's Multnomah County, after a series of meetings on woodsmoke pollution in the summer and fall of 2021, a coalition of local, county, and state organizations recommended the county curtail the use of even EPA-certified wood stoves. In addition to doing this, last month, officials in Oregon issued Multnomah County's fourth-ever burn ban, and announced that bans could be instituted year-round, rather than just in the fall and winter."
https://undark.org/2022/03/02/wood-burning-stoves-raise-new-health-concerns/

Conclusion
Please instruct the CEPAC to explicitly include particulate pollution in future drafts of greenhouse gas emission reduction ordinances.

in 6/23 Public Forum
Leda Shapiro

6/5/23
This Council has stated for a number of years that affordable housing is a high priority.

This has been reflected in the City's stated goals as well as the surveys paid for by the City. In these surveys the closing of the golf Course was put forth as an option for cost cutting, and was a popular choice.

During the budget process, there was a motion to add an amendment to the budget that would do just that –close the Golf Course and save over $900k. There was also discussion about building affordable housing in that space.

I believe that this option needs to be revisited with an open mind and a collaborative effort to build affordable housing.

We all want Ashland to be a welcoming, livable, diverse community – not just retired white folks – but working people who are able to live here and be part of the community.

It is time to make affordable housing a reality even if it means making hard choices. Please ... I ask you now to do your job with no more excuses or delays.

Leda Shapiro
Ashland

Summary of Changes

General Fund			
Expenditures:	Total Administration	$	1,616,890
	Houseless Services to CM Budget		1,700,000
	Mayor and Council Stipend		145,890
	Dawn to Dusk/Emergency Shelter		200,000
	Municipal Court Incode Software Update		10,000
	Total Fire Department	$	3,087,220
	Fire and Life Safety Temporary Employees		49,789
	Fire Operations Medical Screening rebudgeted		92,500
	Fire Marshal		203,840
	Fire Training Officer		194,130
	Fire Department Materials & Services rebudgeted		481,961
	Additional Wildfire Funding		53,000
	Recognize existing transfer out for Marijuana Tax		(700,000)
	Community Development Pre-Approved ADU Plans		50,000
	Correct PS Budget for Facilities		44,109
		$	2,818,219
Revenue:	Recognize Higher Carryforward	$	1,374,461
	Recognize Marijuana Tax proceeds		200,000
	Recognize Health Benefits Revenue		480,000
	Recognize Higher Telecommunications Franchise Fee Revenue		200,000
			2,254,461
	Net change to Ending Fund Balance	$	(63,758)

Fund Balance	Policy Amount	Over/(Under) Policy
$ 6,126,833	$ 5,879,923	$ 246,910

Council & Committee Questions & Responses

Drop into Teams by date

	Meeting date	Asked by	Question	Response / Notes	Additional support (related)?	Completed ("Yes or Ongoing")	Date Submitted to Requestor
32	06/06/23	Dylan Blum	Could you explain what the $6,666 in rental charges is for? Also, could you shed some light on the $19K 47% for contractual services	The rental charges are for the copier and dishwasher lease. And the contractual services budget are temporary employees. They were previously reflected in salary/wages but have been moved from the personnel category to professional services starting this biennium.	No	Yes	
33	06/06/23	Leda Shapiro	Link for the Approved Budget	The Form 1&1 and the Summary of Changes are posted on our budget webpage here (https://www.ashland.or.us/Page.asp?NavID=16307). In tandem with the Proposed Budget, the Summary of Changes reflect what the City Council will be reviewing for potential adoption on the June 6th meeting.	No	Yes	
34	06/06/23	Leda Shapiro	Whether $1.2M for housing is the $1M grant plus $200K from marijuana tax, or whether the grant is $1.2M and where is Mi tax; how much is allocated for housing grants that the local non profits apply for.	We received the $1M Department of Administrative Services grant which is in the budget, and were recently awarded another low grant of $3.157M from the Continuum of Care (via the State) and is not in the budget (Director Brandon Goldson will be discussing in 6/6 meeting). We recently applied for it in mid-May and were notified last week. Marijuana Tax is in Housing Fund (it flows through GF first, but is budgeted in Housing). The annual award of Community Development Block Grants, which are processed through the Housing and Human Services Advisory Committee, are a separate fund in the budget. Please look at the CDBG Fund for an accounting of that expected revenue (HUD provides approximately $7,000k annually to the City) as well as unexpected carryover from prior years	No	Yes	
35	06/06/23	Rob Kaplan	what principles are guiding our use of the housing fund? For example, why move the $3m for "houseless services to the CM budget if these are restricted funds from the state? Wouldn't these be better managed from the housing fund?	It was determined in accordance with the attached ordinance and resolutions. It was determined between Community Development Director Brandon Goldman and City Manager Leonard/Deputy Sabrina Cotta the following: "Over the last years of development the ordinance and resolution for the Housing Trust Fund was to create new affordable housing, not simply pay ongoing operations for a shelter activity that did not move people into permanent housing and gain self-sufficiency. My understanding is the City wants more flexibility to use these funds to pay for low-barrier emergency shelter development/operations, motels, decking, campground use, emergency warming shelters, etc., none of which would be considered eligible uses of the HTF given the clients served would not gain self sufficiency as a result of attending a free meal, or sleeping in a temporary campground. Additionally, I believe the City wants to use the funding directly, with more flexibility and outside of the regulated rfp/award/distribution process dictated by section 7 of the resolution applicable to HTF. As such putting it in a new line item, not the "housing fund" would retain that flexibility. "	Yes	Yes	
36	06/06/23	Rob Kaplan	Also, the housing fund has been receiving $200K per biennium from marijuana tax revenue. The "summary of changes" suggests it's in the general fund rather than the housing fund for the next biennium. Does putting the $200,000 in parentheses in the General Fund expenditures mean this is a credit in that fund? On the other hand, the resolution appropriates $424k in the housing fund, which suggests the $200k from the marijuana tax may be there after all.	The $200K marijuana tax revenue is in the Housing Fund. We were just showing a flow of the funds and have updated the Summary of Changes slide to make that better understood. Essentially, in accordance with our standard that funds from a general source of revenue go to the General Fund first, it is then moved to the appropriate bucket, in this case Housing.	No	Yes	
37	06/06/23	Rob Kaplan	In summary of changes, why is "recognize higher telecommunications revenue of $200" in the general fund rather than the telecommunications fund?	It is actually higher telecom franchise fees, which goes to the General Fund.	No	Yes	

ORDINANCE NO. 2966

AN ORDINANCE AMENDING THE ASHLAND MUNICIPAL CODE, ADDING A NEW CHAPTER 4.36, PROVIDING FOR THE ESTABLISHMENT OF AN AFFORDABLE HOUSING TRUST FUND

Annotated to show deletions and additions to the code sections being modified. Deletions are ~~lined through~~ and additions are in bold.

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 above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293,531 P 2d 730, 734 (1975); and

WHEREAS, the City Council of the City of Ashland has determined that in order to protect the health, safety and welfare of existing and future residents of Ashland who are adversely impacted by the lack of housing available to all income types, specifically very low, low, and moderate income households, it is necessary to establish a fund to support the development, preservation, and rehabilitation, of needed housing types within the City; and

WHEREAS the City of Ashland City Council recognizes that for a healthy community the provision of a range of affordable housing opportunities and funding mechanisms for affordable development is a top priority for the City of Ashland; and

WHEREAS, the City Council of the City of Ashland has determined that neither the private market, nor the public sector, has yet provided the levels of housing affordability necessary to maintain a balanced community, local government must take an active lead to ensure an adequate supply of housing for residents and working people of all income levels;

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. A new Chapter 4.36 [AFFORDABLE HOUSING TRUST FUND] is hereby added to the Ashland Municipal Code to read as follows:

Chapter 4.36 AFFORDABLE HOUSING TRUST FUND

Section 4.36.010 Purpose
Section 4.36.020 Definitions
Section 4.36.030 Dedication of Revenue

A. There is hereby established and created an Affordable Housing Trust Fund, (AHTF), a separate account established by the City of Ashland Finance Department for purposes consistent with this ordinance and to provide a discrete account for earmarked affordable housing funds and dedicated affordable housing funds.

B. The AHTF allows for dedicated funds to be used in support of Affordable Housing Priorities through receipt of donations and dedicated revenue streams, including but not limited to donations, grants, sale of surplus City Property, or any other revenue sources approved by the Ashland City Council or the People of Ashland.

C. Distribution of funds shall be in accordance with the policies and procedures per Resolution 2008- 34 .

4.36.040 Establishment of Policies and Procedures

The Administrative Procedures associated with the AHTF, including fund administration, determination of eligible applicants, eligible uses and activities, award preferences, eligibility criteria, award process, and selection criteria are initially approved by the City Council per establishment of Resolution 2008- 34

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 2-3) 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 16 day of September, 2008, and duly PASSED and ADOPTED this 7 day of October, 2008.

Barbara M. Christensen, City Recorder

SIGNED and APPROVED this 8 day of October, 2008.

John W. Morrison, Mayor

Reviewed as to form:

Richard Appicatelli, City Attorney

RESOLUTION NO. 2008- 34

A RESOLUTION ESTABLISHING POLICIES AND PROCEDURES FOR ADMINISTRATION OF THE AFFORDABLE HOUSING TRUST FUND

RECITALS:

A. WHEREAS, the City of Ashland City Council approved the establishment of the Affordable Housing Trust Fund (Ordinance 2966), to keep our community diverse by facilitating the production and preservation of affordable housing throughout Ashland; and

B WHEREAS, The policies and procedures for administration of the Affordable Housing Trust Fund establish eligible uses, eligible applicants, the method by which funds are awarded, and selection criteria; and

C. WHEREAS, the City Council understands the changing nature of the housing market and corresponding housing needs, and therefore has established the policies and procedures for administering the Ashland Housing Trust Fund (AHTF) to remain flexible to respond to changing market conditions and opportunities; now therefore

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. Purpose

1.1 The purpose of the City of Ashland's Affordable Housing Trust Fund (AHTF) is to establish a dedicated source of revenue to provide ongoing funding for housing projects or programs that address the housing needs of Ashland residents. To this end the AHTF is established to address the primary purpose of encouraging the creation of housing for homeownership or rent, at a cost that will enable low and moderate income families to afford quality housing while paying no more than thirty per cent of gross household income on housing.

1.2 To promote the rehabilitation, preservation and production of quality, well designed rental and ownership housing the AHTF will award funds to community development partners that are furthering the AHTF mission. It is expecting that the local contributions made through Ashland's Affordable Housing Trust Fund will assist in maximizing the leveraging of State and Federal funds, as well as encourage private sector investment in affordable housing.

3.4 Affordable housing units developed utilizing subsidy from the Affordable Housing Trust Fund shall comply with the income, rent and purchase housing cost limits established by Resolution 2005-13, as amended, and as restricted by a covenant prepared by the City of Ashland.

3.5 The Affordable Housing Trust Funds can be provided as either a grant or a loan depending on the project or program receiving funding. To retain a significant degree of flexibility the eligible uses have a broad application including the following:

3.5.a **Acquisition and Construction** of new affordable housing. Eligible acquisition and construction costs include reasonable costs associated with building or land purchase, including but not limited to:

- Purchase price
- Option costs
- Financing fees
- Appraisal costs
- Closing costs
- Interest
- Inspection fees
- Title insurance
- Relocation costs
- Architectural/engineering fees
- Construction costs

3.5.b **Conservation** of energy through the use of "green" technologies provided that the benefits of the energy savings is passed on in the form of reduced costs to the qualified occupants of the affordable housing.

3.5.c **Land Banking:** the purchase of land to be dedicated toward the development of affordable housing in the near or long term.

3.5.d **Predevelopment activities** undertaken by a community development organization in support of the development of affordable housing including planning, architectural services, engineering services, landscape design, legal services, surveys, appraisals, site clearance and demolition, environmental clearance, permit application fees and system development charges.

4.1.a Developments that produce "new" affordable housing units. *New affordable housing units* shall include housing units constructed where none had existed previously, abandoned or fire-damaged residential units to be returned to residential use, and non-residential or non-residentially-zoned property converted to residential use. Any designated new affordable housing units shall be secured as affordable through recorded Resale Restriction Covenants.

4.1.b Developments that provide new affordability. *New affordability* refers to existing housing where a new level of affordability is provided that does not currently exist. This could occur in rental or ownership housing where the number of affordable units is increased; where a portion of existing units will be made affordable to households at income levels substantially lower than the units previously served; or where the term of affordability on the units will be extended for a period beyond thirty (30) years.

4.1.c Developments of housing utilizing the Land Trust model to secure property and perpetual affordability.

4.1.d Developments that include joint ventures between multiple non-profit developers and or for-profit developers, working in partnership, to complete an affordable housing project

4.1.e Developments that include a joint venture between service providers and non-profit affordable housing developers to create projects that contain additional benefits to low income individuals in the development of the project, or additional services for the residents upon completion.

4.1.f Developments that incorporate the use of "green" building materials, use of energy-efficient appliances, low-water use landscaping, and incorporation of building design and operational factors that minimize energy use and resource consumption as well as avoid indoor health impacts to achieve Earth Advantage Certification.

4.1.g Developments that include affordable units for the disabled and the homeless.

4.1.h Projects that propose long term affordability.

4.1.i Projects that are sponsored by non-profit organizations.

5.7 Affordable Housing Trust Funds will be allocated in a manner consistent with the threshold criteria provided Section 8, and consistent with State and Local Public Contracting law.

Section 6. Match Requirements

6.1 The Ashland Housing Trust Fund is intended to support the development of needed housing, but is not intended to provide the sole source of funding for any development project or housing program. To ensure that affordable housing providers, and organizations that assist individuals and families in obtaining needed housing, do not rely exclusively on AHTF to support their activities, it has been determined that:

6.2 The Affordable Housing Trust Fund contribution shall not exceed more than 50% of the total project, or program, cost. Required Match can be met utilizing Community Development Block Grants, State or Federal Funding, direct contribution from the applicant, private donations, and the contribution of land, materials or labor to the project.

6.2.a In the case that land previously owned by the applicant is considered as required match, the value of the land shall be determined by a City approved certified appraisal completed by the applicant, unless otherwise directed in Oregon Revised Statute or City Municipal Code.

6.2.b The valuation of land, and available equity to be considered as matching funds, shall be verified by the City prior to the disbursement of an AHTF grant when its value is considered as required matching funds.

6.2.c Donated materials and labor which are proposed as required match through the development of a project shall have their value estimated at the time of application. The actual value of these contributions is subject to verification by the City at completion of the project.

6.2.d Award recipients shall provide verifiable accounting for donated labor and materials, when such was necessary to satisfy the AHTF match requirements.

6.3 A recipient of an AHTF grant that fails to verify the match requirements have been satisfied at the conclusion of a project

7.1 b City Staff shall assess the project proposals to determine if the eligibility criteria are met and shall develop a recommendation to provide to the Ashland Housing Commission and the City Council.

7.1 c The Ashland Housing Commission will provide applicants the opportunity to make a presentation on their project proposal and provide community members the opportunity to comment by holding a public meeting.

7.1 d The Ashland Housing Commission will develop a grant award recommendation to the City Council using the AHTF criteria to determine which projects best meet the City's spending priorities. Each application will be rated on a numeric scale as established in the annual RFP for each criterion of selection (Section 8).

7.1 e The Ashland City Council shall make a final decision on the award of Affordable Housing Trust Funds.

7.1 f The City of Ashland shall prepare an agreement between the City and the award recipient. The Agreement shall outline the conditions of award and shall be executed prior to the disbursement of any Affordable Housing Trust Funds.

7.2. Notice of Funding Availability (NOFA)
Upon electing to initiate a Notice of Funding Availability (NOFA) the City shall issue a notice of funding availability through publication in the Ashland Daily Tidings and on the City's Website providing 30 days for eligible applicants to submit qualifications for funding. The City shall review all applications received to determine if the applications meet the City's threshold criteria. If the criteria are met then the funds are awarded to, or reserved for, the applicant. Funds available through the NOFA process are awarded on a first come, first served basis, until reaching the annual funding cap. A reserve award granted to an applicant may be rescinded by the City if the applicant does not undertake the activities identified in response to the NOFA in advance of the City's issuance of another RFP or NOFA.

7.2.a On an annual basis the City shall determine the amount of funds available to be distributed through a NOFA procedure

7.2.b In no case shall the amount disbursed through the non-competitive process exceed 10% of the annual AHTF revenue in a given program year.

9

8.02 If the project is related to the provision of technical assistance to affordable housing providers, the use of Ashland Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the AHTF. (threshold verification).

8.03 Affordable Housing Trust funds shall be limited to the minimum amount necessary to complete the project. The lower the percentage of AHTF funds requested, relative to the full project costs, the higher ranking the project shall be given.

8.04 The project addresses the unmet housing needs as identified in the Ashland Housing Needs analysis or Consolidated Plan.

8.05 The lower the income level that is targeted for the benefiting households, the higher the ranking the project shall be given.

8.06 The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the City. The greater the number of units provided, the higher the ranking the project shall be given.

8.07 The project retains the affordable housing units as affordable. The longer period of time the units remain affordable, the higher ranking the project shall be given.

8.08 The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency through rehabilitation of existing housing.

8.09 The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organizations involved, etc.).

8.10 The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate service provided by another organization.

8.11 The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope.

8.12 The budget and time line are thorough and realistic.

8.13 The project is ready for implementation.

11

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Tonight's Meeting Date June 6

Name Kate Jackson

[redacted]

Agenda topic/item number Bee City Proclamation OR

Topic for public forum (non agenda item)

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge:_____

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Tonight's Meeting Date [illegible]

Name [illegible]

[redacted]

Regular Meeting

Agenda topic/item number [illegible] OR CHCC Spec. Pres.

Topic for public forum (non agenda item)_____

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 6/1/23

Name NOEL CHATROUX

[redacted]

Regular Meeting

Agenda topic/item number ELECTRIFICATION ORDINANCE OR

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 6/1/23

Name LEDA SHAPIRO

[redacted]

Regular Meeting

Agenda topic/item number_____ OR

Topic for public forum (non agenda item) Closure CRE Fnell

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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6/6/23 Public Forum
Leda Shapiro

6/5/23
This Council has stated for a number of years that affordable housing is a high priority.

This has been reflected in the City's stated goals as well as the surveys paid for by the City. In these surveys the closing of the golf Course was put forth as an option for cost cutting, and was a popular choice.

During the budget process, there was a motion to add an amendment to the budget that would do just that –close the Golf Course and save over $900k. There was also discussion about building affordable housing in that space.

I believe that this option needs to be revisited with an open mind and a collaborative effort to build affordable housing.

We all want Ashland to be a welcoming, livable, diverse community – not just retired white folks – but working people who are able to live here and be part of the community.

It is time to make affordable housing a reality even if it means making hard choices. Please … I ask you now to do your job with no more excuses or delays.

Leda Shapiro
Ashland

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Tonight's Meeting Date 6/6/23
Name Kelly Marcotulli
[redacted]

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) Telecom Ordinance

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 6 June 2023
Name MIRIAM REED
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) Telecommunications Tower

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 6/6/2023

Name PAUL SHACTON

[redacted]

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) 5G/EMF

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 6/6/23

Name Adam Thysius

[redacted]

Regular Meeting

Agenda topic/item number cell phone radiation OR

Topic for public forum (non agenda item) ↘

Land Use Public Hearing

Please indicate the following:
For: _____ Against: _____

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Tonight's Meeting Date June 6, 2023

Name PAMELA TOY

[redacted]

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) 5G + cell towers

Land Use Public Hearing

Please indicate the following:
For: _____ Against: I

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Council Business Meeting

June 20, 2023

Agenda Item	Presentation on Establishing a Sister City Relationship with the City of Sviatohirs'k, Ukraine	
From	Tonya Graham	Mayor
Contact	Joe.lessard@ashland.or.us, 541.552.2103	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☒	

SUMMARY

The Ashland Ukraine Restoration Project steering committee supports the City of Ashland Oregon's efforts to promote, foster and maintain a mutually beneficial relationship with the city of Svyatohorsk Ukraine.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

The steering committee of the proposed Ashland/Ukraine Sister City Project requests the establishment of a long-term, mutually beneficial relationship between the City of Ashland with a city in Ukraine, Sviatohirs'k. This relationship would involve various reciprocal activities in education, the arts, and business, such as exchange programs, scholarships, cultural events, language training programs and potential business partnerships. However, due to the ongoing conflict in Ukraine, Ukrainian cities are currently in need of immediate assistance and are unable to reciprocate in the short term.

The steering committee intends to provide support to a sister city that has demonstrated courage and resilience in the face of immense suffering, with the belief that once the war is over, the partner city will regain its strength and become a generous partner in an ongoing mutually supportive relationship.

The vision is for the Ashland community to assist the partner city in restoring necessary physical infrastructure to enable its city government to function and protect its citizens. This may involve replacing looted vehicles such as garbage trucks, police cars and fire engines, as well as rebuilding medical clinics and damaged water treatment plants. By establishing direct communication between the two city governments, facilitated by translation services provided by *Ukraine Aid International*, specific needs can be identified and targeted for fundraising activities by the committee and the Ashland community.

The steering committee has already initiated communication between the mayors of Ashland and Sviatohirs'k through an introductory Zoom call. Now, they are requesting the approval of the Ashland City Council to establish a sister city relationship with Sviatohirs'k in the Donetsk Oblast of Ukraine. They hope the Ashland community will support the general intent of providing humanitarian aid to Ukraine and participate in specific activities determined by the steering committee to support the recovery of the partner city. Direct financial support from the City of Ashland is not being requested, but they would appreciate the City's communications assistance mobilizing community support for fundraising events and raising awareness about the challenging conditions faced by all citizens of Ukraine.

FISCAL IMPACTS

Direct City expenditures are not anticipated or budgeted for this Sister City request. There will be staff resource impacts associated with any communications support provided to this Sister City request.

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

Establishment of a Sister City relationship may be accomplished by the following Motion:

I move the 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.

REFERENCES & ATTACHMENTS

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING between Ashland, Oregon, and Sviatohirs'k, Ukraine

WHEREAS, the City of Ashland, Oregon, and the City of Sviatohirs'k, Ukraine seeks to promote international understanding and friendship through the establishment of a sister city relationship, and

WHEREAS, the ongoing conflict in Ukraine has caused immense suffering for the people of Ukraine and has tested the resilience of its cities, and

WHEREAS, the City of Ashland acknowledges the role that it can play in supporting the Ukrainian people and promoting peace through citizen diplomacy

NOW, THEREFORE, the City of Ashland and the City of Sviatohirs'k agree as follows:

1. The City of Ashland and the City of Sviatohirs'k hereby establish a sister city relationship.

2. The City of Ashland and the City of Sviatohirs'k recognize the importance of cooperation and exchange of expertise and experiences between the two cities, and will encourage visits, exchanges and joint initiatives by their respective citizens, institutions and organizations.

3. The City of Ashland and the City of Sviatohirs'k commit to exploring ways in which their respective cities can support each other, including through the sharing of best practices and expertise in areas such as community development, infrastructure and municipal governance.

4. The City of Ashland and the City of Sviatohirs'k agree to work together in promoting people-to-people exchanges, cultural understanding and educational programs between the two cities, including the exchange of students, teachers and cultural groups.

5. The City of Ashland and the City of Sviatohirs'k agree that the establishment of a sister city relationship is a symbol of hope and friendship between the United States and Ukraine and a commitment to peace, stability and prosperity in the region.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective City Council, have signed this Memorandum of Understanding. In Ashland we are Better Together.

Dated this 20th day of June 2023

Tonya Graham, City of Ashland Mayor

Mayor/City Administrator, City of Sviatohirs'k



Святогірська



COMPOSITION PR

- GEOGRAPHICAL REFERE
- HISTORICAL REFERENCE
- SVYATOHORSK COMMUN
- MILITARY OPERATIONS
- CONSEQUENCES OF HOS
- WE ARE BACK



GEOGRAPHICAL

SVIATOHORSK IS THE NORTHERNMOST CITY
LOCATED ON THE BANKS OF THE SIVERSKYI
THREE OBLASTS — DONETSK, KHARKIV AND LU
CITY IN UKRAINE — IN 2004, ONE INHABITANT
OF GREEN SPACES, WHICH IS THE BEST INDICA

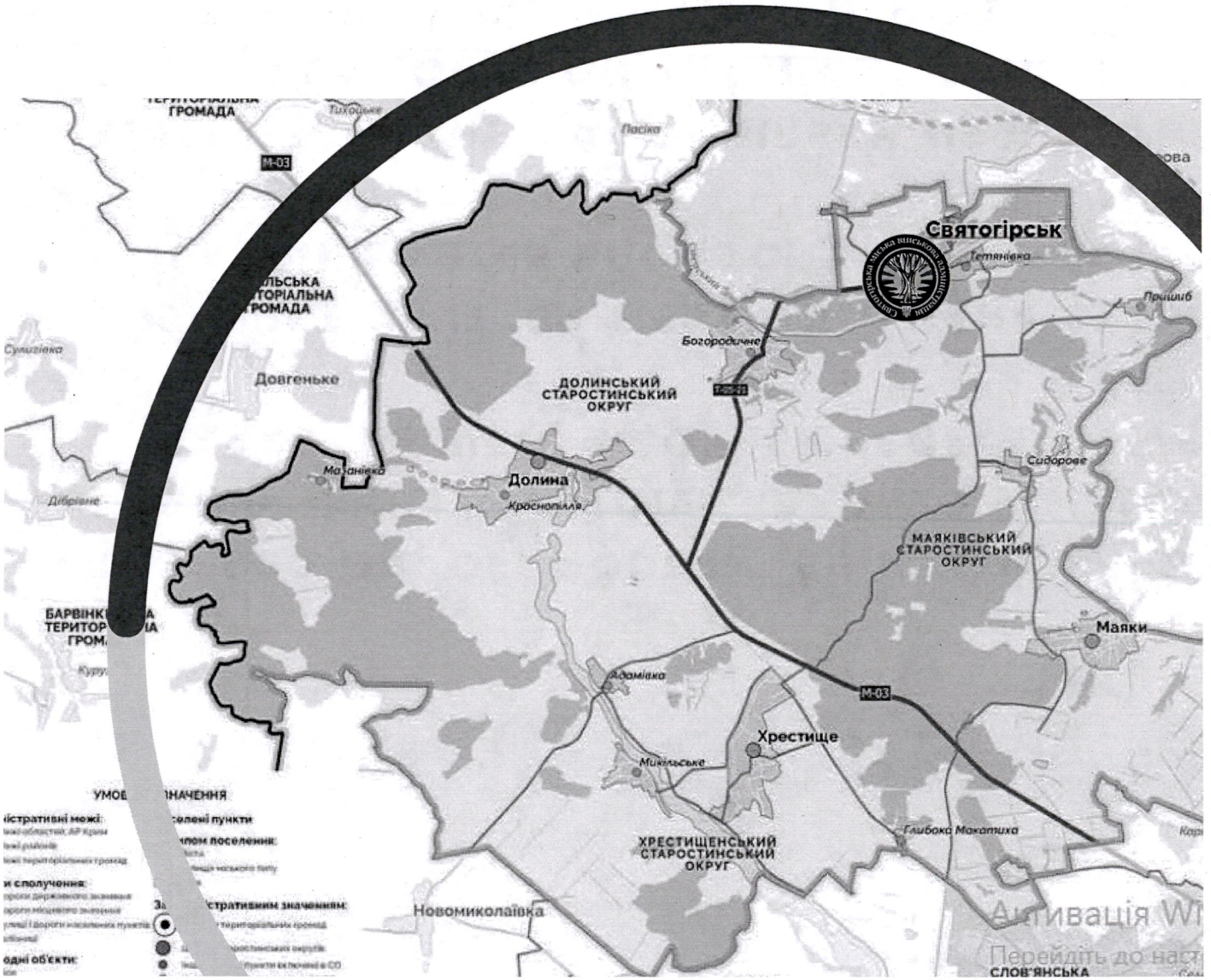
SVIATOHIRSK URBAN TERRITORIAL COMMUNI
DISTRICT OF THE DONETSK REGION, WITH THE
OF SVIATOHIRSK.

THE AREA OF THE TERRITORY IS 376.4 KM², T
9,068 PEOPLE, OF WHICH: THE URBAN POPU
POPULATION IS 4,699 PEOPLE (2020 DATA)

THE COMMUNITY INCLUDED THE CITY OF S
ADAMIVKA, BOGORODICHNE, HLYBOKA MA



GEOGRAPHICAL





HISTORICAL R

- THE REGION OF MODERN SVIATOHIRSK W
  DURING NEOLITHIC TIMES, BRONZE AGE MO
  KHAZARS, AS WELL AS OTHER PEOPLES, LIVE
-
- THE FIRST WRITTEN MENTION OF THE SETTL
  MOUNTAINS DATES BACK TO 1526, IN THE ME
-
- SINCE 1624, THE SVIATOHIRSKY ASSUMPTIC
  THE CHALK ROCKS ON THE RIGHT BANK OF T
  MENTIONED IN THE HOLY MOUNTAINS.
-
- IN THE SECOND HALF OF THE 16TH CENTURY
  ORGANIZED ALONG THE DINETS, WITHIN
  OPERATED ON THE LEFT BANK OF THE SIVERS
-
- IN THE SECOND HALF OF THE 18TH CENTURY



SVYATOHORSK

- IN 2020, THE DECENTRALIZATION REFORM C
  COMMUNITY ACQUIRED NEW OPPORTUNITIES F

- SINCE 2014, SINCE THE BEGINNING OF THE
  SVIATOHIRSK HAS RECEIVED MANY OF THE FIF
  OCCUPIED TERRITORY OF DONETSK AND LUHA

- THE COMMUNITY RESTORED ITS HISTORICAL C
  AREAS OF DEVELOPMENT, THE MAIN OF
  PROJECTS, AND ENVIRONMENTAL PROTECTI
  CENTER OF CHILDREN'S RECREATION OF
  IDENTIFIED AS A POTENTIAL AREA OF ECONOM

- THE MAIN GOAL OF THE PLANS FOR 2022 WA
  TOURIST INFRASTRUCTURE OF THE COMMUNIT



SVYATOHORSK

IN THE SVIATOHIRSK TERRITORIAL COMMUNITY, 5
EDUCATION FUNCTIONED, WITH A TOTAL PROJEC
752 STUDENTS RECEIVED THEIR EDUCATION.

COMPREHENSIVE DEVELOPMENT OF PRESCHOOL
INDIVIDUAL CHARACTERISTICS TOGETHER WI
PRESCHOOL EDUCATION INSTITUTIONS ATTENDEI

3 AGRICULTURAL ENTERPRISES, 9 FARMS CARRI
THE SVYATOHORSK TERRITORIAL COMMUNITY





MILITARY OP
24.02.2022 -

ON MAY 30, THE ARMED FORCES OF THE RUSSIF
MASSIVE GROUND OFFENSIVE WITH POWERFUL A
THE DAY OF MAY 31, INFANTRY TROOPS OF THE F
ON SVIATOHIRSK WITH THE AIM OF ENCIRCLII
OPERATIONAL ENCIRCLEMENT.

ON JUNE 6, RUSSIAN TROOPS CAPTURED THE EA
PART WAS UNDER THE CONTROL OF UKRAINE.
MONTHS.

THE VILLAGES OF TETYANIVKA, SIDOROVE, MI
PRYSHYB, ADAMIVKA, DOLYNA, MYKILSKE WER
THERE WAS DAMAGE AND DESTRUCTION
INFRASTRUCTURE, CULTURAL INSTITUTIONS, A
ADDITION, THERE WERE FIRES IN THE FORESTS.
VILLAGES OF BOGORODICHNE, DOLYNA, MI

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WHAT IS NECESSARY?

TRUCKS, SO THAT IT WOULD BE POSSIBLE TO
HUMANITARIAN ASSISTANCE THROUGHOUT THE
NOT ONLY SVIATOHIRSK. UTILITY EQUIPMENT I
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CITY, HELP PEOPLE RETURN TO NORMAL LIFE.

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ENSURE THE TRANSPORTATION OF CHILDREN FRC
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BUILDING MATERIALS TO REBUILD WHAT CAN



OUR DRE

WHAT IS NECESSARY?

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REGION REGARDING THE MAINTENANCE OF THE T
CITY OF SVIATOHIRSK

IN ORDER TO CREATE APPROPRIATE CONDITION
ASSIGNED TO THE POLICE, THE IMPLEMENTATIC
AGGRESSION OF THE RUSSIAN FEDERATION AG
SECURITY, THERE IS A GENERAL NEED TO PRO
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- ALL-WHEEL DRIVE VEHICLE (FOR EVACUATING T
HOSTILITIES, DELIVERING HUMANITARIAN GOODS
OF SHELLING IN HARD-TO-REACH PLACES);



OUR DRE

WHAT IS NECESSARY?

- GENERATORS WITH A CAPACITY OF UP TO 5
SUPPLY FOR THE CHECKPOINT AND THE POLICE S
- PORTABLE CHARGING STATIONS (TO ENSUR
OFFICERS IN REMOTE LOCATIONS);
- POWER BANKS, MOBILE COMMUNICATION DE
PROPER AUTONOMOUS FUNCTIONING OF POLIC
SEARCH FOR MISSING PERSONS, TAKE PART IN
THE EVACUATION OF THE POPULATION AND THE
- RADIO COMMUNICATION TOOLS (TO ENSURE IN
THE ABSENCE OF MOBILE COMMUNICATION);
- SLEEPING BAGS AND TACTICAL BACKPACKS
POLICEMEN, WHILE SERVING IN THE FIELD);
- VIDEO SURVEILLANCE CAMERAS (FOR REMOT



OUR DRE

WHAT IS NECESSARY?

TECHNIQUE AND EQUIPMENT:

- EXCAVATOR LOADER - FOR CARRYING OUT EME
NATURAL GARBAGE DUMPS; -
- MTZ-80 TRACTOR - FOR CARRYING OUT EMEI
SPONTANEOUS GARBAGE DUMPS, AS WELL AS F
OF THE TERRITORY - MOWING GRASS, MOWING S
- GARBAGE TRUCK WITH SIDE LOADING;
- GARBAGE TRUCK WITH REAR LOADING; -
- DUMP TRUCK - CARRYING CAPACITY - AT LEF
CONSTRUCTION MATERIALS, AS WELL AS REMO
DEMOLITION OF RUBBLE; - TRUCK CRANE; -
- HYDRAULIC CAR TOWER WITH A LIFTING HEIGHT
- SANITATION MACHINE 2 PCS.; -
- SEWER WASHING AND SLUDGE SUCTION VEHICL
- KDM 688 3 UNITS - FOR KEEPING COMMUNAL



OUR DRE

IS IT REALLY NECESSARY?

OFFICE EQUIPMENT:
LAPTOPS - 56
MONOBLOC - 7
TABLETS - 7
COMPUTER MOUSE -56
PRINTERS (BFU) -38
CARTRIDGES FOR PRINTERS -54
LASER PRINTER (COLOR) 20

CONTACT PERSON:

SURNAME AND FIRST NAME: OLENA VOLKOVA
POSITION (PERFORMED FUNCTIONS): HEAD OF TI

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SUPPORT, WHICH IS ALSO IMPORTANT IN THE
ECONOMY. ABOVE ALL, WE ARE LOOKING FOR F
RECOVERY WITH US AND SHOW THE WORLD
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NEVER COME TRUE. WE, AS A COMMUNITY
INDEPENDENT UKRAINE, WHICH, IN TURN, IS A
CIVILIZED WORLD.

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Council Business Meeting

June 20, 2023

Agenda Item	Wildfire Program & 2023-2025 BN Budget Presentation	
From	Ralph Sartain Mariane Berry	Fire Chief Finance Director
Contact	Ralph.Sartain@ashland.or.us, Mariane.Berry@ashland.or.us	
Item Type	Requested by Council ☐ Update ☒ Request for Direction ☐ Presentation ☒	

SUMMARY

This presentation is to clarify and discuss the recent questions on the Wildfire Budget for BN 2023-2025.

POLICIES, PLANS & GOALS SUPPORTED

Council goal of Wildfire risk reduction.

BACKGROUND AND ADDITIONAL INFORMATION

Recently, there has been communication within the community that the Wildfire budget was cut in half. This presentation will clarify that the 2023-2025 BN Wildfire budget was not reduced, in fact was increased, from the previous BN Wildfire budget and will provide background information. City Staff will present a summary of the Wildfire program and budget during the City Council Business Meeting on June 20th.

The Wildfire Division is part of the overall budget of the Fire Department. In the Adopted Budget for BN 2023-2025, the total budget for the Fire Department is $28,552,434 (source: Resolution 2023-10), which generally remained consistent from the previous biennium after removing the accounting treatment of ambulance revenue that was implemented in BN 2023-2025. Within the Fire Department budget, the Wildfire Division's approved budget for BN 2023-2025 was $3,393,463. It was subsequently increased by Council by an additional $65,000 bringing the total in the adopted budget to $3,458,463. With that, the total Wildfire Division's budget *increased 10%* from the previous biennium.

As Staff reviewed the assertion that the Wildfire budget was cut in half and confirmed that it was incorrect, it prompted a deeper discussion on how the division has been funded historically. In previous, more recent biennium budgets, specifically for 2015-2023, the division has been funded through various allocations of grant money, the Water Fund and the AFR (Ashland Forest Resiliency) utility bill surcharge. During this time, the City's need for wildfire mitigation have expanded from the original watershed forestland fire prevention and mitigation initiative to also include urban interface programs.

The City works to strategically balance the Wildfire Division's prevention and mitigation initiatives conducted in both the Ashland watershed and in the urban interface, as well as through the collective efforts of other City departments that contribute to this goal. The presentation will review the 2023-2025 BN Wildfire budget and provide background information on the City's overall wildfire prevention and mitigation efforts.

FISCAL IMPACTS

N/A

REFERENCES & ATTACHMENTS

N/A

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 Thomas McBartlett III	Public Works Director Electric Utility Director
Contact	Scott.fleury@ashland.or.us 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

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

FORM #9

CITY OF ASHLAND

SPECIAL PROCUREMENT REQUEST FOR APPROVAL

To: *Joseph Lessard,* City Manager

From: *Scott Fleury PE, Public Works Department*

Date: *June 20, 2023*

Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

1. **Requesting Department Name:** City of Ashland Public Works

2. **Department Contact Name:** Scott Fleury PE, Public Works Director

3. **Type of Request:** _____ Class Special Procurement X_____ Contract-specific Special Procurement

4. **Time Period Requested:** From 7/1/2023 To: 6/30/2024

5. **Total Estimated Cost:** $0, cost is covered by Oregon Department of Energy Community Renewable Grant

6. **Short title of the Procurement:** Direct award of contract to Stracker Solar for installation of PV systems.

Supplies and/or Services or class of Supplies and/or Services to be acquired:
Stracker PV Systems, associated appurtenances and connections to the City of Ashland Electric facilities to be located at 90 North Mountain Avenue within the City's incorporation yard.

7. **Background and Proposed Contracting Procedure:** Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

Background: The City of Ashland entered into a City Council approved Memorandum of Understanding (MOU) with Stracker Solar on June 24, 2022. The MOU included two distinct phases, one included working with the City to develop a grant application package for the Oregon Department of Energy's Community Renewable Energy Grant Program and the second included the construction phase for installation of a resilient Stracker PV system on City property located at 90 North Mountain Avenue. The construction phase is meant to install Stracker PV systems within the existing parking lot area of the City's incorporation yard. 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 proposed solar/resiliency project will provide the Service Center with the highest efficiency Stracker Solar plus provision for future Vehicle to Grid (V2G) Electric Vehicle Charging Stations (EVCS) to allow the charging of electric vehicles when the electric grid is down and to allow use of the electric vehicle batteries as storage in future V2G applications.

Proposed procedure: The proposed procedure is to directly contract with Stracker Solar for the construction phase of the project per the previous authorized MOU.

8. **Justification for use of Special Procurement:** Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

Per Ashland Municipal Code 2.50.020 Purpose: The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the lowest and best responsible bid, quotation or proposal. Stracker is a locally owned and managed company. The construction and installation will be performed with local resources and funded 100% through the ODOE CREP project.

Memorandum of Understanding Attached.
City Council Staff Report for MOU approval attached.
Executed ODOE Grant Application

9. **Findings to Satisfy the Required Standards:** This proposed special procurement:

___X____ (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

___X____ (b)(i) will result in substantial cost savings to the contracting agency or to the public because:
The project is 100% grant funded through the ODOE CREP program.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

_____ (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us – *June 21, 2023.*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *June 21, 2023*

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *June 20, 2023.*

This special procurement is contract specific and a direct award for installation of Stracker Solar PV systems at the City of Ashland's incorporation yard, located at 90 North Mountain. The City entered into a memorandum of understanding with Stracker Solar to develop grant application materials for the Oregon Department of Energy's Community Renewable Energy Grant Program. The application was successful and the City and Stracker wish to enter into a formal contract for the construction phase.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: *City of Ashland, Public Works, Scott Fleury, PE. 20 East Main Street, Ashland Oregon, 97520.* The seven (7) protest period will expire at 5:00pm on *June 28th, 2023.*

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

STRACKER SOLAR

CITY OF ASHLAND

MEMORANDUM OF UNDERSTANDING ("MOU")

PARTIES:

Stracker Solar
645 A Street
Ashland, Oregon 97520

(hereinafter "Stracker")

City of Ashland, Oregon
20 East Main Street
Ashland, Oregon 97520

(hereinafter the "City of Ashland")

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

I. The City of Ashland is a municipal corporation in Southern Oregon that provides services to its citizens. The City of Ashland manages its own electric utility.

II. The Parties aim to work together to develop a grant proposal for a 100% funded Oregon Department of Energy (ODOE) Community Resilient Energy Program (CREP) grant project to install a 75 kW elevated dual-axis solar tracking system, coupled with a 75 kW battery backup system, for the City of Ashland's Electric Department at the Ashland Service Center (hereinafter the "Project"). The installation will provide resilient solar electricity for critical services of the Electric Department and for Ashland Fiber Network (AFN) internet communications during periods of electrical outage.

III. The Parties desire to perform the activities under this MOU solely in furtherance of the purpose stated above.

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

1) **Stracker Responsibilities:**

A. Stracker will lead the grant writing and submittal process for the CREP grant which is currently due on July 7, 2022.

B. If successful in obtaining the CREP grant, Stracker will lead all aspects of project development and construction for the Project including, but not limited to, budgeting, utility interconnection, regulatory certification, design, engineering, subcontracting and construction. Stracker will place an emphasis on minimizing City staff time on the Project.

2) **City of Ashland Responsibilities:**

A. The City of Ashland will work with Stracker to facilitate a proper grant submittal and access to grant funding if awarded.

B. The City of Ashland and its Electric Department will provide Letters of Intent indicating their intention to perform the Project in the event of a successful grant award.

C. Upon notice of a successful grant award, the City of Ashland will provide contract and technical assistance necessary to allow the timely installation and interconnection of the Project.

3) **Mutual Responsibilities:**

A. The Parties will work in partnership to achieve the goals of procuring grant funding for the installation of a code-approved, highest efficiency elevated dual-axis tracking and battery system at the Ashland Service Center.

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

C. The Parties commit to communicating and sharing information as needed to effectively develop the Project.

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

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

5) **Confidentiality:** Except in the furtherance of its responsibilities hereunder, the Parties shall not disclose any Confidential Information without the prior written consent of the

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

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

7) **Avoidance of Conflict:** This MOU expresses the intent of the Parties to enter into discussions with respect to potentially mutually beneficial collaboration efforts; however, the Parties agree that nothing in this MOU will give rise to any legally binding or enforceable obligation, liability, or agreement on the part of either Party. Without limitation, nothing in this MOU shall prevent either party from discussing, pursuing, submitting bids, or being awarded business opportunities that may arise as a result of or related to work performed in connection to this MOU.

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

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

STRACKER SOLAR:

Signature: _____

Printed Name: JEFF SHARPE

Title: President, Stracker Solar

Date: 6/24/2022

CITY OF ASHLAND:

Signature: _____

Printed Name: Sabrina Cotta

Title: Deputy City Manager

Date: 6/24/2022

Council Business Meeting

May 17, 2022

Agenda Item	Oregon Department of Energy Community Renewable Energy Grant Application Approval	
From	Joseph Lessard Scott Fleury, PE	City Manager Public Works Director
Contact	Joe.Lessard@ashland.or.us Scott.fleury@ashland.or.us	

SUMMARY

Before the Council is a request to approve a blanket grant application process for the Oregon Department of Energy (ODOE) Community Renewable Energy Grants (CREP) for the next three years for projects that benefit the City and Community at large.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Emergency Preparedness
- Address Climate Change

CEAP Goals: Buildings + Energy

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

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The ODOE program was discussed at the May 3rd, 2022 Business Meeting and staff was directed to bring back an action item to Council at the May 17th, 2022 Business Meeting.

BACKGROUND AND ADDITIONAL INFORMATION

House Bill 2021 created a $50 million fund at ODOE to provide grants for planning and developing community renewable energy and energy resilience projects.

The Community Renewable Energy Grant Program (CREP) is open to Oregon Tribes, public bodies, and consumer-owned utilities. Public bodies include counties, municipalities, and special government bodies such as ports and irrigation districts. Grants are awarded on a competitive basis and priority will be given to projects that support program equity goals, demonstrate community energy resilience, and include energy efficiency and demand response.

At least half of the grant funds will be awarded for projects that serve environmental justice communities, including communities of color, lower-income communities, rural communities, and others. Similarly, at least half of the grant funds will be awarded to projects that support community energy resilience.

Grant dollars are available for four types of projects:

- planning a renewable energy project
- planning a renewable energy project that also has a resilience component
- construction of a renewable energy project
- construction of a renewable energy project with a resilience component

Eligible projects include renewable energy generation systems like solar or wind, and energy storage systems, electric vehicle charging stations, or microgrid technologies paired with new or existing renewable energy systems. **Eligible applicants are encouraged to partner with community groups, non-profits, private businesses, and others on potential projects.**

ODOE will offer grants up to $100,000 for eligible planning projects and up to $1 million for eligible construction projects. Planning grants can cover up to 100 percent of eligible costs for renewable energy and energy resilience projects. Construction grants for renewable energy projects can cover up to 50 percent of eligible costs, while construction grants for resilience projects can over up to 100 percent. Awards will be made on a competitive basis, and priority will be given to projects that support energy resilience and that serve qualifying communities, including communities of color, low-income communities, Tribes, rural areas, and other traditionally underserved groups.

Grant Applications for the 2022 cycle are due by June 10th, 2022.

City staff have been in discussions with various community organizations regarding the additional of solar at City Facilities. The Ashland Solar Coop is interested in leasing roof space on City buildings to install community solar and they have reached out to staff regarding locations at the service center located at 90 North Mountain, and inquired about other general locations.

Potential grant applications by the City include:

1. Battery resilience as part of the water treatment plant project
2. Solar, batteries & microgrid resilience for the service center that support AFN, general operations and the Emergency Operations Center (EOC)
3. Solar at the Ashland Municipal Airport
4. Solar at the Hardesty property and potential resilience and microgrid applications

In working with the Ashland Solar Coop staff recommends at a minimum applying for planning level funding of approximately $30 to $50 thousand to support the planning effort for resilience associated with a community solar project at the operations yard, located at 90 North Mountain for the 2022 application process.

The resilience component associated with a community solar for the cluster of buildings located at the operations yard would be to couple stationary battery storage and a microgrid that can function with the diesel generator at the EOC when the grid is down. Electric Vehicles (EV's) can potentially add battery storage for the microgrid which would allow fully charged EV's to deliver power to the microgrid. This resilience piece needs to be tied to photovoltaic systems on the buildings in the cluster.

Additional benefits of a community solar agreement and project could include providing assistance to low income residents who are subscribers to the program through a subsidized subscription rate. Grant priority is given to projects that support energy resilience and that serve qualifying communities, including communities of color, low-income communities, Tribes, rural areas, and other traditionally underserved groups.

FISCAL IMPACTS

Direct fiscal impacts are associated with staff time to process grant applications and work with community partners. Other impacts include the potential addition of a revenue stream from lease rights associated with community solar projects constructed on city property or facilities.

STAFF RECOMMENDATION

Staff recommends Council authorize the City Manager to approve staff supported grant applications through the Community Renewable Energy Grant process managed by the Oregon Department of Energy.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to delegate grant application decisions to the City Manager for applications through the Oregon Department of Energy's Community Renewable Solar Grant program for the next three years.

I move to authorize the City Manager ability to sign a final legal approved Memorandum of Understanding with the Ashland Solar Coop.

I move to take no action on the matter.

REFERENCES & ATTACHMENTS

Attachment #1: Draft Ashland Solar Coop and City of Ashland Memorandum of Understanding

Attachment #2: HB 2021 Fact Sheets

STATE OF OREGON DEPARTMENT OF ENERGY
PERFORMANCE AGREEMENT
(Community Renewable Energy Grant Program)

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as "Agency," and City of Ashland, hereinafter referred to as "Grantee."

Administrators of this Agreement are:

GRANTEE		AGENCY	
Administrator:	Joe Lessard	**Administrator:**	Pandian Krishnaswamy
Title:		**Title:**	Energy Services Manager
Address:	20 East Main Street Ashland, OR 97520	**Address:**	550 Capitol Street NE Salem, OR 97301
Phone:	(541) 488-6002	**Phone:**	(503) 378-4040
Fax:		**Fax:**	
Email:	Joe.lessard@ashland.or.us	**Email:**	community.grants@energy.oregon.gov
Federal ID #:	93-6002117		

AGREEMENT

1. **Authority.** This Agreement is authorized by Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021 and Oregon Administrative Rule Chapter 330 Division 250.

2. **Definitions.**

"**Community renewable energy project**" means one or more renewable energy systems, storage systems, microgrids or energy-related infrastructure that promote energy resilience, increase renewable energy generation or renewable energy storage capacity and provide a direct benefit to a particular community in the form of increased community energy resilience, local jobs, economic development or direct energy costs savings to families and small businesses.

"**Partner**" means an entity listed as a partner to an eligible applicant on an application for a grant award. A partner may be a federally recognized Oregon Indian tribe, public body, nonprofit entity, private business with a business site in Oregon, or owner of a rental property in Oregon.

"**Planning costs**" means the costs related to planning paid by an applicant described under Oregon Laws 2021, chapter 508, section 30.

"**Project cost**" means the actual cost of the acquisition, construction and installation of a renewable energy system incurred by an applicant, before considering utility incentives.

"**Renewable energy system**" includes:

(a) A system that uses biomass, solar, geothermal, hydroelectric, wind, landfill gas, biogas or wave, tidal or ocean thermal energy technology to produce energy.

(b) One or more energy storage systems paired with an existing or newly constructed system described in paragraph (a) of this section.

(c) One or more vehicle charging stations paired with an existing or newly constructed system described in paragraph (a) of this section.

(d) Microgrid enabling technologies paired with an existing or newly constructed system described in paragraph (a) of this section, including microgrid controllers and any other related technologies needed to electrically isolate a community energy resilience project from the electric grid so that the project is capable of operating independently from the electric grid.

3. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). Grantee shall have 30 calendar days from the date on which this performance agreement is provided to Grantee to accept the performance agreement. Grantee's failure to accept this performance agreement by the deadline may cause rejection of the grant application and the performance agreement may be terminated. Unless earlier terminated, amended or extended, this Agreement shall expire **54 months from the execution date**.

4. **Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all Exhibits, Exhibit A (Project Description), Exhibit B (Agency's Opportunity Announcement #22-003), Exhibit C (Reporting Forms), Exhibit D (Financial Reporting Guidance) and Exhibit E (Grantee's Application). Exhibits A, C and D are attached hereto, Exhibit C is also available online through the online reporting portal, Exhibit B is available to view online on Agency's website, and Exhibit E is available from the online application portal for the Community Renewable Energy Grant Program. All Exhibits are incorporated herein by this reference.

5. **Grant.** In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee an amount not to exceed **$940,000** ("Grant" or "Grant Monies") for the purpose of constructing the Community Renewable Energy Project described in Exhibit A (the "Project"). Agency shall pay Grantee from monies dedicated from the Community Renewable Investment Fund. Disbursement of Grant Monies is contingent, as of the time of disbursement, on Agency having received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6. **Reporting.**

   a. **Quarterly Reporting.** Grantee must submit Quarterly Reports beginning the first calendar quarter following the Effective Date of this Agreement and each calendar quarter thereafter until the Project is complete. Reports are due by the 15th day of the month immediately following the end of each quarter (January 15th, April 15th, July 15th, October 15th). Quarterly Reports shall be submitted using the Quarterly Report Form in the online reporting portal, as it may be modified from time to time by Agency.

   b. **Final Report.** Grantee must submit a Final Report promptly after commencement of operation of the Project, and before receiving final payment of funds from Agency. The Final Report must be submitted using the Final Report Form provided in online reporting portal, as it may be modified from time to time by Agency, and must be accompanied by the required information, including but not limited to, items described below. If any aspect of the Project is inspected by any entity, the Final Report must include a copy of the inspection report(s).

      1. An account of total Project Costs that identifies all funding sources and includes all receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. If the

total Project Costs are $50,000 or more, Grantee must also include an independent Certified Public Accountant's attestation to the validity and accuracy of the account.

2. If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the Project was provided in the application, proof of their involvement or a statement of why they were not involved.

3. If they pay property taxes, proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location.

c. **Annual Reporting.** Grantee must submit Annual Reports for a period of five years, beginning one year after the Final Report is submitted. Annual Reports are due after the Project has been operational for at least six months and by the 15th day of January following each anniversary of the Final Report. The Annual Reports shall be submitted using the Annual Report Form provided in online reporting portal, as it may be modified from time to time by Agency.

7. **Disbursement and Recovery of Grant.**

a. **Disbursement.**
If requested by the Grantee, the Agency shall disburse up to 30% of the Grant Monies to Grantee upon execution of this performance agreement and receipt and approval of evidence that the Grantee has:

1. Taken meaningful steps to seek site control, including but not limited to an option to lease or purchase the site or an executed letter of intent or exclusivity agreement to negotiate an option to lease or purchase the site; and
2. Filed a request for interconnection with a host utility or appropriate transmission provider;
3. Provided an account of incurred Project Costs at the time of the disbursement request;
4. Demonstrated a need for use of the funds within 12 months of execution of this agreement.

Agency shall disburse, the remaining Grant Monies, up to 100 percent of the Grant Monies, to Grantee upon commencement of operation of the Project under this Agreement and submission of the final report, subject to all of the following conditions:

1. Agency shall not disburse an amount that exceeds the actual Project Costs;

2. Agency shall not disburse an amount that exceeds 100 percent of the Project Costs, when combined with other incentives or grants available to Grantee.
3. Grantee, or partner, has site control of the project location.
4. Grantee has complied with all the terms and conditions of this Agreement.
5. The project has been installed or constructed substantially as described in the application.

Agency may inspect the Project and audit all documentation relating to a project prior to disbursement. Commencement of operation of the Project is the point that all renewable system technologies detailed in the Project Description are in use.

b. **Allowable Costs.** The Grant provided through this Agreement is a project development grant for the Project. Grant funds may be used only for eligible costs described in OAR 330-250-0100 and shall not be used for any other purpose. No Grant Monies will be disbursed for any changes to the Project unless such changes are approved by Agency by Amendment pursuant to Section 14.b hereof.

c. **Recovery of Grant Monies.** Grantee shall repay Agency all Grant Monies if Grantee has not cured any default under Section 12 hereof within 30 days of notice of default by Agency, or such other longer period as may be set by Agency in its notice of default. Agency's notice that Grantee is in default shall specify a deadline for the repayment of the Grant Monies.

8. **Inspection.** Grantee shall allow Agency to inspect the Project or its proposed location at any time during project development, installation or construction during normal working hours, following reasonable notice by Agency to Grantee.

9. **Representations and Warranties of Grantee.** Grantee represents and warrants to Agency as follows:

a. **Organization and Authority.** Grantee is a:

☐ Federally recognized Oregon Indian tribe
☒ Public body
☐ Consumer-owned Utility

Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement: (1) have been duly authorized by all necessary action of Grantee, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Location of System.** The Project will be permanently located in Oregon.

d. **Authorizations.** Grantee will obtain all applicable licenses, permits, or other authorizations that are required for the Project. All required final inspections conducted by the authority having jurisdiction must be passed.

e. **Full Disclosure.** Grantee has disclosed in writing to Agency all material facts related to the Project or the ability of Grantee to construct the Project. Grantee has made no false statements of fact to Agency, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement and Grantee's application for the Grant is true and accurate in all respects.

f. **Release of relevant information.** The Grantee authorizes any incentivizing entity outside of the Agency to release all relevant information on this project to the Agency. This includes, but is not limited to, project information, incentives offered and received, and inspection results.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. **Certain Covenants of Grantee.**

a. **Grant Monies.** Grantee shall vigilantly safeguard the Grant Monies received hereunder and maintain financial controls sufficient to protect such monies and ensure that the Grant Monies are used solely for the Project.

b. **Start of Construction.** Construction of the Project shall commence within 12 months of execution of this agreement. Beginning construction means to start the physical assembly of the Project or its infrastructure at the project site. Guidance for what activities will be considered as beginning construction is available from Agency website.

c. **Completion.** The Project shall commence operation within 36 months of the Effective Date of this Agreement. Construction of the Project is complete when the Project commences operation, this is the point that all renewable system technologies detailed in the Project Description are in use.

11. **Records Maintenance and Access.**

a. **Access to Records.** Grantee acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Grantee that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, transcripts, and copies.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, plans, records, and writings, that are directly related to this Agreement, the Grant Monies or the Project for a minimum of 6 years, or such longer period as may be required by applicable law, following the later of (1) termination or expiration of this Agreement or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. **Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein;

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Agency to monitor implementation of the Project, the expenditure of Grant Monies or the performance by Grantee is untrue in any material respect when made;

c. The Director of the Oregon Department of Energy determines that Grantee has violated the provisions of Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021), or applicable rules;

d. Grantee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of

debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or

e. A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

f. **Remedies upon Default.** Upon the occurrence of Grantee's default under Section 12. b., d. or e, or if Grantee's default under Section 12.a. or c. is not cured within 30 calendar days of written notice thereof to Grantee from Agency or such longer period as Agency may authorize in its sole discretion, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligation to make the Grant under this Agreement, return of the Grant Monies, payment of interest earned on the Grant Monies, and declaration of ineligibility for the receipt of future funding awards from Agency. If, as a result of Grantee's default, Agency demands return of the Grant Monies or payment of interest earned on the Grant Monies, Grantee shall pay the amount upon Agency's demand in accordance with Section 7.

g. **Failure to meet timeline.** If a grantee fails, or expects to fail, to commence construction within 12 months of the execution date of this agreement, complete the construction within the 36 months of the execution date of this agreement, or fails to submit all final reporting requirements within the time frame specified in this agreement, the grantee must notify the department in writing in a timely manner and no later than one month after the 12 month deadline for failing to commence construction, the 36 month deadline for failing to complete construction, and prior to the expiration date of this agreement for failing to submit the final reporting requirements. The notification must describe the cause of the delay, measures taken by the grantee to resolve the delay, and a revised timeline for completing the requirements. If the director determines that the grantee has demonstrated good cause for the delay, the department in its sole discretion may agree to an extended deadline. If the director determines that the grantee has not demonstrated good cause for the delay, the department may terminate the performance agreement and recover any Grant Monies released to the applicant.

13. Termination.

a. **Termination for Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days of written notice to the other party. Upon termination under this Section 13.a by Grantee, Grantee shall repay Agency all amounts disbursed by Agency to Grantee under this Agreement. Upon termination by Agency, Agency will not be obligated to make payments for any work not completed by Grantee as of the date of the Notice of Termination.

b. **Agency Termination.** Agency may terminate this Agreement:

1. Immediately upon written notice to Grantee, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its payment obligations under this Agreement.
2. Immediately one month after the first anniversary of the Effective Date of this Agreement if construction of the Project has not begun on or before the first anniversary of the Effective Date, or a notification of delay has not been received one month after the first anniversary. For purposes of this requirement, construction begins when physical assembly of the Project or its supporting infrastructure at the Project's location begins.
3. Immediately upon written notice to Grantee if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that Agency does not have the authority to provide Grant Monies for the Project or no longer has the authority to provide the Grant Monies from the funding source it had planned to use.

14. General Provisions.

a. **Indemnification.** Grantee shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and Agency and their officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Grantee or Grantee's officers, employees, sub-contractors, or agents under this Agreement.

b. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties. Any such amendment is effective only when fully executed and approved as required by applicable law. Requests for amendments must follow the process outlined in OAR 330-250-0140.

c. **Participation in Similar Activities.** This Agreement in no way restricts Grantee or Agency from participating in similar activities with other public or private agencies, organizations, or individuals, except that Grant Monies may not exceed 100 percent of the Project Costs, when combined with other incentives or grants available to Grantee.

d. **No Third Party Beneficiaries.** The State of Oregon and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

e. **Notices.** Except as otherwise expressly provided in this Agreement, any notice to be given hereunder to a party shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to that party's Agreement Administrator at the address or number set forth on page 1 of this Agreement. Any communication or notice so addressed and mailed shall be effective 5 days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice given by email shall be effective upon the sender's receipt of confirmation

generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by personal delivery shall be effective when actually delivered.

Either party may designate a different Agreement Administrator or change the contact information given herein by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 14.b.

f. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

g. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any complies with, these requirements.

h. **Public Records.** Grantee acknowledges that all information and records submitted to Agency are subject to the Oregon Public Records Law, ORS 192.311 to 192.478. If Grantee believes that any information or records it submits to Agency contain trade secrets, as defined by ORS 192.345(2), or are otherwise exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information or records with particularity and describe the bases for Grantee's belief that the information or records are exempt from disclosure.

Funding from the State of Oregon through this Agreement may be reported on Oregon Transparency, a state agency tool available for Oregonians to learn about how state government works, taxes are used, and more. The information on this website is provided to users for general knowledge and information. It excludes date and information that is confidential, protected, or private under state and federal laws, and is unaudited.

i. **Oregon False Claims Act.**

1. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by the Grantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750 (1)). By its execution of this Agreement, the Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or the System for which the Agreement work is being performed. In addition to other penalties that may be applicable,

Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

2. Grantee shall immediately report in writing, to the Agency, any credible evidence that a principal, employee, agent, or subcontractor of the Grantee, or any sub-grantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or moneys paid by the Agency under this Agreement.

3. Grantee must include subsections (i) through (ii) of this section in each subcontract or sub grant the Grantee may award in connection with the performance of this Agreement. In doing so, the Grantee may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

j. **Sensitive Information.** Except for information that is already a matter of public record, Grantee shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by Agency, shall be kept confidential. Grantee shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Grantee designates as confidential.

k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. **Assignment of Agreement, Successors in Interest.** Grantee shall not assign or transfer any interest in this Agreement without the prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions, as Agency may deem necessary, including without limitation that Agency shall have reasonable access to the facilities of the assignee or transferee to the same extent as to the facilities of Agency as described in Sections 8 and 11 hereof. No approval by Agency of any assignment or transfer shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement nor will Agency's approval of an assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement.

m. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Agreement.

n. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

o. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

p. **Force Majeure.** Neither Agency nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes or war which is beyond, respectively, the Agency's or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

q. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

r. **Survival.** All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Sections 6.c, 11, 14.a, and any other provisions that by their terms are intended to survive termination of this Agreement.

Signatures on following page.

THE PARTIES, by execution of this Agreement of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF ASHLAND

By: Joseph Lessard
(Signature of Printed Name below)

Joseph L. Lessard
Printed Name

City Manager
Title

4/12/23
Date

OREGON DEPARTMENT OF ENERGY

Danae Hammitt
By: Danae Hammitt (Apr 14, 2023 12:13 PDT)
Danae Hammitt, Designated Procurement Officer *Date*

Michael Williams
Michael Williams (Apr 21, 2023 12:40 PDT)
Michael Williams, Assistant Director *Date*

Janine Benner
Janine Benner (Apr 30, 2023 21:38 PDT)
Janine Benner, Director *Date*

Approved for Legal Sufficiency in accordance with ORS 291.047

Per email from Patrick Rowe dated 3/28/23
Assistant Attorney General

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EXHIBIT A – PROJECT DESCRIPTION

Project Data

Application ID	**CG-01-055**
Contact Name	Joe Lessard
Organization Name	City of Ashland
Organization Type	City
Project Type	**Construction OA #22-003**
ODOE PA Number	**#22-023**

Project Scope Baseline

Project Address:	120 North Mountain Ave, Ashland, OR 97520
Geo Coordinates [Lat/Long]	

Project Partners (List all)	Stracker Solar

Project Details

Nameplate Capacity (kW)	75kW generation, 80kWh battery system
System Technologies	Grid connected solar photovoltaic with battery storage with backup circuitry and connected EV charging
Resource availability	TSRF 92.5%
Generating hours	*(if applicable)*
Estimated Electrical Production (kWh/yr)	180,000
Operational Use	Net-metered solar generation with battery backup for emergency power during grid outages. Building can serve as community emergency shelter.

Project Major Components

Type	Make	Model	Quantity
Solar PV module	Canadian Solar	450W	168
Battery System	Blue Planet	Ion HI	
Racking System	Stracker	S1B	6
Inverters	SolarEdge	40kW	2

Project Schedule Baseline

Project Start	03/15/2023
Anticipated Project Completion: System Operational	07/31/2023

** Reference: OAR 330-250-0130 (2)(6)(b)(f)*

Project Budget Baseline

Project Costs	
Total Project Cost	$ 940,000
Total Grants/Incentives/Other Funding	$0

Projected ODOE Grant Awarded	$940,000
Total Funding	$940,000

** Reference: OAR 330-250-0100 (1)(a-f) & OAR 330-250-0130 (6)(b)*

Program Equity Priorities & Project Benefits

Information contained below taken from Grantee's application.

Involvement of and leadership by members of Environmental Justice communities	X
Located in an Environmental Justice community	X
Project will serve one or more Environmental Justice communities	X
Project policy for using DBEs, Emerging SMB &/or Minority-Veteran Owned Businesses	X
Project includes community outreach and stakeholder partnerships	X
Project includes an Equity Framework	
Project provides direct energy cost savings to local families and small businesses	X
Project will increase Economic Development	X
Project will create jobs	X
Project include Inclusive Hiring and Promotion policies	X

** Reference: OAR 330-250-0130 (2)(6)(j)*

Notes and Definitions:

EXHIBIT C – REPORTING FORMS

Quarterly Report Form

Application ID: CG-01-055
Organization Name: CITY OF ASHLAND
ODOE PA Number: # 22-042

Quarterly Report

Reviewed Project Data: Yes? No?
Reviewed Project Scope Baseline: Yes? No?
Reviewed Schedule Baseline: Yes? No?
Reviewed Budget Baseline: Yes? No?

Scope Status: Remains same/Changed
If changed, provide details:

Schedule Status: On time/Not on time
If not on time, provide information:

Has construction started as specified in the performance agreement: Yes/No
If construction has started, provide construction start date:

Has construction been completed: Yes/No
If construction has completed, provide construction completion date:

Budget Status: Under budget/over budget
If not under budget, provide information:

Comments:

Final Report Form

Application ID: CG-01-055
Organization Name: CITY OF ASHLAND
ODOE PA Number: # 22-042

Final Report

1. Was the project completed as specified in the performance agreement? Y/N
2. If project has completed, provide project completion date:

Please upload the following documentation:

- CPA verification letter, if the total Project Costs are $50,000 or more.
- If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the Project was provided in the application, Grantee must provide proof of their involvement or a statement of why they were not involved.
- If they pay property taxes, proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location.

Financial Summary

The Grant amount is initially calculated based on Grantee's estimate of the total Project Costs. Agency will withhold the final payment of the estimated grant funds, up to 100 percent, until submission of the Final Report. Upon receipt of the Final Report, Agency will recalculate the Grant amount using actual Project Costs, and Agency's disbursement of the Grant Monies may be reduced as a result. So that Agency may calculate the disbursement, provide the following information:

Actual Total Project Cost: $_____
(replaces the "Estimated Project Cost" from Grantee's application)

Other Government Incentives & Grants Available: $_____
(directly related to the Project; not including this Grant; identify source(s) and amount(s))

Prepared By: Name, Title
Date Prepared: MM/DD/YYYY

Annual Report Form

Application ID: CG-01-055 .
Organization Name: CITY OF ASHLAND
ODOE PA Number: # 22-042

Annual Report

1. Please provide information on the type and number of jobs associated with the project in the past year.
2. State the quantity of energy produced in the past year in kWh.

EXHIBIT D
Financial Reporting Guidance

Promptly following commencement of operation of the Project, the Grantee must submit an account of total Project Costs that identifies all funding sources and includes all receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. If they pay property taxes, Grantee must also provide proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location. If the total Project Costs are $50,000 or more, Grantee must include an independent Certified Public Accountant's attestation to the validity and accuracy of the account. The following guidance is intended to help Grantee comply with these requirements.

A. **Total Project Costs** (Grantee should provide this guidance to the Certified Public Accountant responsible for verifying cost and payments.)

"Project cost" means the actual cost of the acquisition, construction and installation of a renewable energy system incurred by an applicant, before considering utility incentives.

To verify the total Project Costs that received a Community Renewable Energy Program (CREP) grant from the Oregon Department of Energy, you must be a Certified Public Accountant with a current license who is **NOT** an employee or affiliate of the Grantee or any partner listed on the application.

Obtain the following documents to complete your verification:

- A copy of the Grantee's Performance Agreement (the Project must comply with all conditions of the Performance Agreement).
- All receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation that pertains to the Project.
- A copy of the applicable Oregon Administrative Rules (OAR). The permanent rules related to Community Renewable Energy Program grants can be found here: https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6901

Verify and document the following information:

- The actual total Project Costs (regardless of whether the costs are eligible to be covered by the Community Renewable Energy Project Grant Program).
- The actual total **eligible** Project Costs. These are the costs that concur with the "Project Description" in the Performance Agreement and that are eligible costs according to OAR 330-250-0100.
- The total amount of the payments made by the Grantee or Grantee's partners for the Project.
- An itemization of all financial incentives and grants received for the Project by the Grantee or any affiliate (e.g., utility incentives, Energy Trust of Oregon incentives, federal tax credits, grants, etc.).
- The Project's completion date. This is the date on which the Project became operational.
- The date the Project was paid in full (paid outright or loan contracts were fully executed).

B. **Property Tax Status.** If they pay property taxes, provide proof that the Grantee or owner of the Project location, if other than the Grantee, are current on their property taxes for the Project's location. This can be provided in the form of a receipt or statement indicating no balance is due.

22-042 CREP PA City of Ashland - signed

Final Audit Report 2023-05-01

Created:	2023-04-13
By:	ODOE Contracts (ODOE.Contracts@energy.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARa9Bxzm5iFmxKASctU8ZFNvYs-EH9QO8

"22-042 CREP PA City of Ashland - signed" History

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2023-04-13 - 11:31:20 PM GMT

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2023-04-21 - 7:40:47 PM GMT- IP address: 73.190.71.219

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Signature Date: 2023-04-21 - 7:40:49 PM GMT - Time Source: server- IP address: 73.190.71.219

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2023-04-21 - 7:40:51 PM GMT

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2023-05-01 - 4:38:03 AM GMT- IP address: 104.47.64.254

OREGON DEPARTMENT OF ENERGY | Powered by Adobe Acrobat Sign

Signer janine.benner@energy.oregon.gov entered name at signing as Janine Benner
2023-05-01 - 4:38:51 AM GMT- IP address: 76.115.148.28

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2023-05-01 - 4:38:53 AM GMT

OREGON DEPARTMENT OF ENERGY
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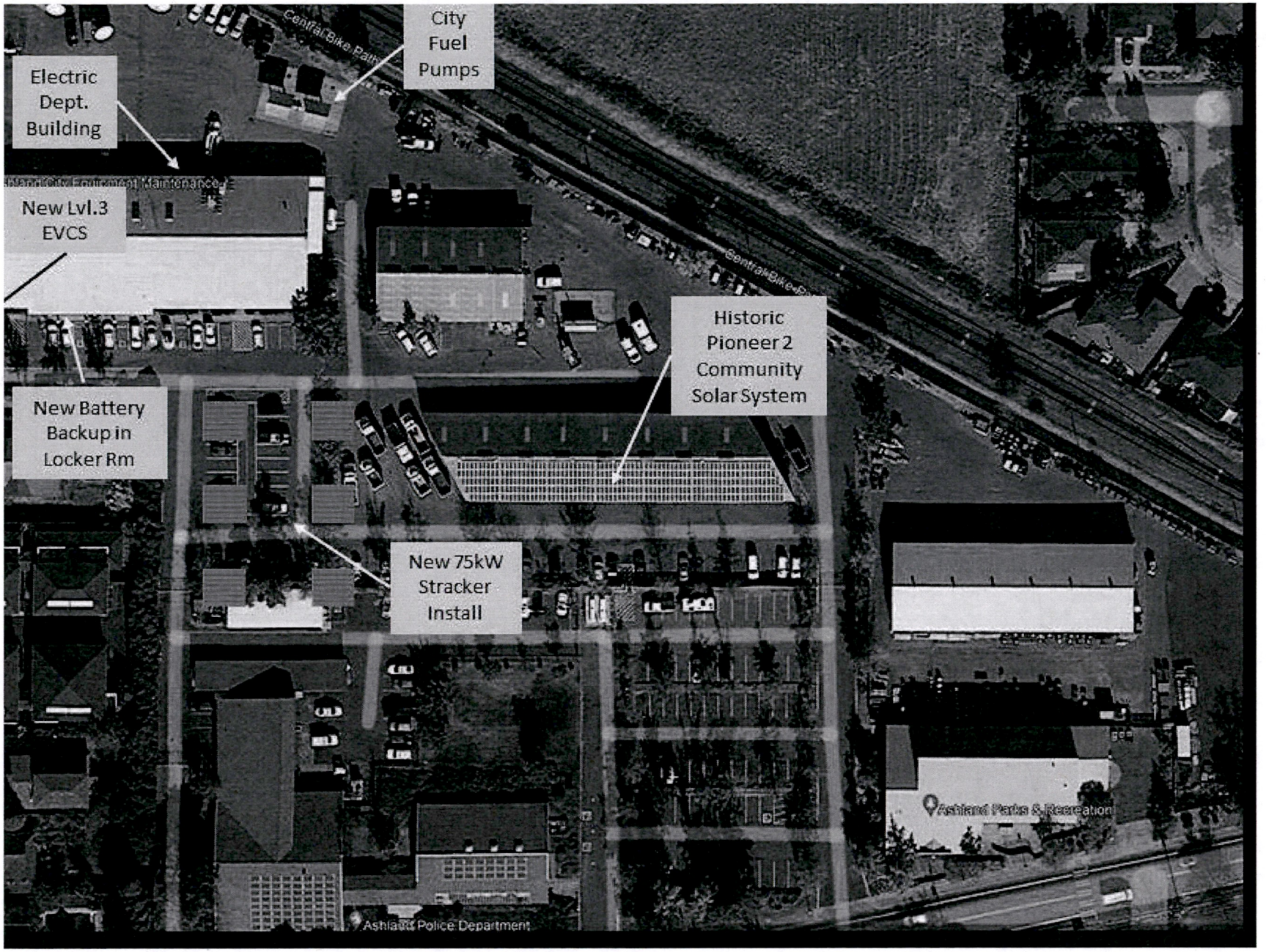

City Fuel Pumps
Electric Dept. Building
New Lvl.3 EVCS
Historic Pioneer 2 Community Solar System
New Battery Backup in Locker Rm
New 75kW Stracker Install
Ashland Parks & Recreation
Ashland Police Department

Council Business Meeting

June 20, 2023

Agenda Item	**A Resolution 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**	
From	Melissa Huhtala	City Recorder
Contact	Melissa.huhtala@ashland.or.us 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

Approval of a Resolution to accept the Abstract of Votes of the May 16, 2023 Special Election.

POLICIES, PLANS & GOALS SUPPORTED

Article VII, Section 6, of the Ashland City Charter requires that the Canvass of the Vote for all city elections be made, and the results of the election "shall be entered in the record of the proceedings of the council."

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

I move to approve Resolution 2023-16, A Resolution 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

REFERENCES & ATTACHMENTS

Resolution 2023-16

Abstract of Vote

RESOLUTION NO 2023-16

A RESOLUTION 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 15-215-208

WHEREAS, the Abstract of Votes prepared by Chris Walker, the duly elected, qualified County Clerk of the County of Jackson, State of Oregon is shown; as to the ballots cast in the Jackson County Election, held Tuesday, May 16, 2023, regarding the Food And Beverage Tax Measure and the Mayor and Council Compensation Measure.

NOW, THEREFORE, BE IT RESOLVED that the same is hereby accepted.

Measure 15-214 City of Ashland (Food & Beverage Tax) (Vote for 1)
7199 ballots (1 over voted ballots, 1 overvotes, 136 undervotes), 15359 registered voters, turnout 46.87%
Yes 3498 49.53%
No 3564 50.47%
Total 7062 100.00%
Overvotes 1
Undervotes 136
Measure 15-215 City of Ashland (Change Compensation) (Vote for 1)
7199 ballots (0 over voted ballots, 0 overvotes, 215 undervotes), 15359 registered voters, turnout 46.87%
Yes 5075 72.67%
No 1909 27.33%
Total 6984 100.00%
Overvotes 0

Undervotes 215

ADOPTED by the CITY COUNCIL of Ashland, this 20th day of June 2023

_____

Tonya Graham, Mayor

Attest:

_____

Melissa Huhtala, City Recorder

Statement of Votes Cast by Geography
Jackson County, May 16, 2023 Special Election, May 16, 2023
All Precincts, City of Ashland, All Counter Groups, All ScanStations, Measure 15-214 City of Ashland (Food & Beverage Tax), Measure 15-215 City of Ashland (Change Compensation), All Boxes
Official Abstract
Total Ballots Cast: 7199, Registered Voters: 15359, Overall Turnout: 46.87%
4 precincts reported out of 4 total

Choice	Votes	Vote %
All Precincts		
Measure 15-214 City of Ashland (Food & Beverage Tax) (Vote for 1)		
7199 ballots (1 over voted ballots, 1 overvotes, 136 undervotes), 15359 registered voters, turnout 46.87%		
Yes	3498	49.53%
No	3564	50.47%
Total	7062	100.00%
Overvotes	1	
Undervotes	136	
Measure 15-215 City of Ashland (Change Compensation) (Vote for 1)		
7199 ballots (0 over voted ballots, 0 overvotes, 215 undervotes), 15359 registered voters, turnout 46.87%		
Yes	5075	72.67%
No	1909	27.33%
Total	6984	100.00%
Overvotes	0	
Undervotes	215	

State of Oregon
ABSTRACT OF VOTE

I certify the votes recorded on this abstract correctly summarizes the tally of votes cast at the election indicated.

Christine D. Walker
County Clerk & Recorder
Jackson County, Oregon

06-08-2023
Date

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.

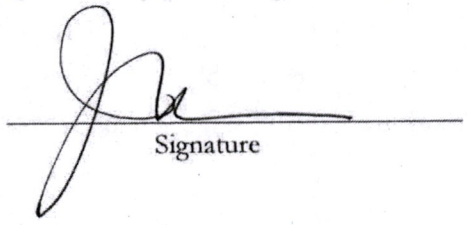
Please use the space below to summarize any additional qualifications you have for this position:

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.

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 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

Signature Jessica Parker

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 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, 2

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 businesses 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, bu 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

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 Sarah Wardwell

Requesting to serve on: Early Childhood Adhoc Committee (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 20, 2023

Agenda Item	Transportation Committee 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 Transportation Committee:

- Dylan Dahle, Position #1, term ending April 30, 2026
- Dave Richards, Position #2, term ending April 30, 2026

BACKGROUND AND ADDITIONAL INFORMATION

Ashland Municipal Code (AMC) Chapter 2.13.

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the Mayor's recommendations for the appointments to the Planning Commission.

REFERENCES & ATTACHMENTS

Attachment 1: Application – Dahle
Attachment 2: Application - Richards

Better Together

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 Dylan Dahle

Requesting to serve on: Transportation Committee (Committee/Commission)

Mailing Address [redacted]

Physical Address

Occupation Real Estate Agent

Phone: Home [redacted]
Work
Email
Fax

1. Education Background

What schools have you attended? Chapman University; University of Nevada, Reno.

What degrees do you hold? I elected to postpone the rest of my college career as a result of the pandemic and jump straight into the workforce, and therefore do not hold a degree.

What additional training or education have you had that would apply to this position?
I've become familiar with our transportation, traffic and parking laws in this community, and can be seen on any number of modes of transportation. I also think that a new, fresh perspective would be an advantage.

2. Related Experience

What prior work experience have you had that would help you if you were appointed to this position?
I've worked many jobs in the ten years I've been working, with most of those positions having been in the service industry. Even though a myriad of those jobs won't pertain to the subject of this committee, I feel that my commitment to my work, my eagerness to learn and desire to improve our town would factor into play here.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? I would love to attend seminars. The advantages far outweigh the disadvantages, and being able to communicate to our community in a way they understand requires that education.

3. **Interests**

Why are you applying for this position? I've been looking for ways that I can contribute to my community, and I feel it's my civic duty to stop waiting and to see what I can do. I'm passionate about helping others, finding outside-of-the-box solutions, and helping this town grow while maintaining a Hallmark town feel.

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings?

I am available for any special meetings, with preference to evening meetings.

5. **Additional Information**

How long have you lived in this community? Three years, but have been visiting since childhood.

Please use the space below to summarize any additional qualifications you have for this position:

Though I'm more than sure that there are several much more qualified citizens submitting this application, I think that the desire to learn and help would be a big asset to the community. We are in a phase of regrowth that, while initially devastating, is limitless, but needs constant care and attention. My interest in applying for this committee spawned from my current profession, but it's also due to my belief that local government is where things get done, and I would love to be a part of that change. I'm collaborative, open-minded, and enthusiastic in any workspace I find myself in, and I'm very excited at all of the potential we have to grow (while maintaining our town's character), and I would love to help in any way possible. There is no truly selfless deed that any one of us can do, but we absolutely have the duty to see if we can help in any capacity to see the community in which we live, thrive. Thank you so much for your consideration. If you have any questions,please feel free to reach out at any time via any of the above methods of contact.

Date

Signature

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Friday, May 12, 2023 6:31:17 AM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Dave Richards**
Committee or Commission intersted in: **Transportation Commission**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Fleet Shop Supervisor, Jackson County Roads**
Educational background: **Extensive knowledge in the automotive and trucking industry. Very familiar with road design and maintenance from working with both Jackson and Josephine County road departments for the last seventeen years.**
Related Experience: **Working with Jackson County Roads department and Josephine County Public Works has allowed me to gain valuable insight to road design, traffic flow problems and the needs of motorists need to have safe and efficient road systems. I served on bikeways committees for both counties for many.**
Interests: **I enjoy volunteering my time to improve our transportation systems and would like to share my unique insights with the the City of Ashland.**
Availability: **I am available for meetings with a preference for evening meetings.**
Additional Information : **I have been a long term resident of Ashland and have been a home owner for three years. I have a child that attends the Ashland public school system.**
Signature: **Dave Richards**

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

Council Business Meeting

June 20, 2023

Agenda Item	Approval of Liquor License Request for MAM'S Happy Thai Express	
From	Melissa Huhtala	City Recorder
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 MAMS's Happy Thai Express, 165 E. Main 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 Limited 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 MAMS's Happy Thai Express, 165 E. Main 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. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation** 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.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

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

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

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

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

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

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

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

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

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

☑ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Lesser 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**

INTERNAL USE ONLY

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

☐ Recommend this license be granted

☐ Recommend this license be denied

Printed Name _____ Date _____

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:
AI YAH LLC	PETER HUSMAN
Name of entity or individual applicant #3:	**Name of entity or individual applicant #4:**
SUKJAI HUSMAN	

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
MAM'S HAPPY THAI EXRESS

Premises street address (The physical location of the business and where the liquor license will be posted):
165 E. MAIN ST.

City:	Zip Code:	County:
ASHLAND	97520	JACKSON

Business phone number:	Business email:
510-395-4502	p.husman@comcast.net

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

City:	State:	Zip Code:
ASHLAND	OR	97520

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

AUTHORIZED REPRESENTATIVE

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.

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

Representative Name:
PETER HUSMAN, MANAGER

Phone number:	Email:
[redacted]	

Mailing address:
[redacted]

City:	State:	Zip Code:
[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:
PETER HUSMAN

Phone number:	Email:
[redacted]	

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

- 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)
PETER HUSMAN, Manager	Peter Husman	04/24/23	
SUKJAI HUSMAN, Member	Sukjai Husman	04/24/23	

Council Business Meeting

June 20, 2023

Agenda Item	Approval of Liquor License Request for The Peerless Hotel	
From	Melissa Huhtala	City Recorder
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for The Peerless Hotel, 243 Fourth 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 Off 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 The Peerless Hotel, 243 Fourth St., Ashland, OR 97520.

REFERENCES & ATTACHMENTS

Attachment 1: Application

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location

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

☐ **Limited On-Premises**

☒ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

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

City/County name:

Ashland/Jackson

(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 _____

The Peerless Hotel

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:
Persephone's House Ashland LLC	The Peerless Hotel
Name of entity or individual applicant #3:	**Name of entity or individual applicant #4:**
Shawn Donnille	

BUSINESS INFORMATION

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

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

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
541-625-9393	innkeeper@peerlesshotel.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
PO Box 400

City:	State:	Zip Code:
Ashland	OR	97520

Does the business address currently have an OLCC liquor license?	Does the business address currently have an OLCC marijuana license?
☐ Yes ☒ No	☐ 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:
D'Ann Hawkes

Phone number:	Email:
[redacted]	

Mailing address:
[redacted]

City:	State:	Zip Code:
[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:
D'Ann Hawkes

Phone number:	Email:
[redacted]	[redacted]

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

The Peerless Hotel

- 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)
Shawn Donnille		6-7-23	
D'Ann Hawkes		6/7/23	

Council Business Meeting

June 20, 2023

Agenda Item	Approval of an Operations Agreement with Addictions Recovery Center, Inc.	
From	Tighe O'Meara	Police Chief
Contact	Tighe.omeara@ashland.or.us 541-552-2142	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Staff is seeking approval of an operations agreement between the Ashland Police Department and Addictions Recovery Center, Inc. (ARC) to provide sobering services.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

For several years the APD has contracted with ARC to provide sobering services for members of the Ashland community. Sobering services refer to providing a safe, non-criminal facility at which a person can overcome the effects of intoxication. Oregon Revised Statutes 430.399 provide police officers with the authority to take someone into protective custody and lodge them at such a facility if they are found to be too intoxicated to care for themselves. ARC has long provided APD with such services.

FISCAL IMPACTS

Having this service available for members of the community will cost $33,000 for FY24 and $33,000 for FY25. This has been budgeted for in the police department's budget.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Staff recommends that Council approve this operations agreement.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move that Council approve of the operations agreement between the city and Addictions Recovery Center.

REFERENCES & ATTACHMENTS

Operations agreement between the city and ARC

OPERATIONS AGREEMENT
BETWEEN
ADDICTIONS RECOVER CENTER, INC. AND THE CITY OF ASHLAND

This agreement for the operation of a sobering facility (hereinafter the "Agreement") is entered into by and between the City of Ashland, Oregon, a municipal corporation (hereinafter "Ashland") and the Addictions Recovery Center, Inc., a domestic nonprofit corporation (hereinafter "ARC").

A. STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of the Oregon Revised Statutes, ARC is authorized to enter into a written agreement with any unit of local government for the performance of functions described under the Oregon Revised Statutes (ORS) related to operating a sobering facility.

2. As a result of this Agreement, any unit of local government, consolidated department, intergovernmental entity, or administrative officer designated herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to this Agreement, and each party's officers and employees.

3. ARC maintains a registered sobering facility as defined in ORS 430.306(8)(2019) under a contract with Jackson County, Oregon, and is eligible to receive persons taken into protective custody by members of the Ashland Police Department (hereinafter "APD") pursuant to ORS 430.399(2019).

B. BACKGROUND

ARC maintains a sobering facility at 338 N. Front Street, Medford, Oregon, under a contract with Jackson County. Ashland has requested to use said sobering facility services. ARC is willing to offer use of the services on the terms set forth herein.

C. TERM

This Agreement shall be effective as of July 1, 2023 (the "Effective Date") and shall continue in full force and effect until and including June 30, 2025.

D. COOPERATION AND SERVICES TO BE PERFORMED

1. ARC will operate the sobering facility at the site indicated above twenty-four (24) hours a day, seven (7) days a week for the period July 1, 2023, through June 30, 2025.

2. Ashland shall pay ARC the sum of sixty-six thousand dollars ($66,000.00) during the term of this Agreement to use ARC's sobering facility services. Payments are lump sum amounts; they are not a per capita rate. They are payable in two (2) annual installments. The first payment shall be due and payable no later than September 30, 2023, and the second payment shall be due and payable no later than September 30, 2024. Upon Ashland's request, ARC shall submit an invoice to tender payment in the amount requested.

3. Ashland, through its police department, shall transport eligible individuals in its custody to the sobering facility site. ARC will hold such individuals and release them according to ARC's standard protocols.

4. Subject to ORS 192.311 to ORS 192.478, Oregon Public Records Law, Ashland shall comply with all applicable confidentiality laws including, but not limited to, ORS 179.505, the Health Insurance Portability and Accounting Act (HIPAA), and 42 USC 290dd-2.

5. ARC shall provide APD with a written quarterly report detailing APD's use of the sobering facility as it relates to the overall usage of the facility.

E. GENERAL TERMS

1. INDEPENDENT CONTRACTOR STATUS. ARC is an independent contractor and not an employee of the City of Ashland. ARC shall have complete responsibility for the performance of its part of this Agreement. ARC shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform work pursuant to this Agreement. ARC is a subject employer that will comply with ORS 656.017.

2. INDEMNIFICATION. Subject to the limitations contained in ORS 30.260 to 30.300 (the Oregon Tort Claims Act) and the Oregon Constitution, both ARC and Ashland agree to defend, save, hold harmless, and indemnify the other and the other's officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses and costs of any nature whatsoever resulting from, arising out of, or relating to the negligence, intentional misconduct, unlawful acts, or omissions of the wrongful party in the performance of this Agreement. If the loss or claim is caused by the joint concurrent negligence or other fault of both ARC and Ashland, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each party. ARC's and Ashland's obligations under this Subsection E.2. shall survive the termination or expiration of this Agreement.

3. TRANSFER OF RESPONSIBILITIES. ARC shall not assign this Agreement nor subcontract any portion of the services to be performed pursuant to this Agreement without the written consent of Ashland. Any attempted assignment or subcontract without the written consent of Ashland shall be null and void. ARC shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by such assigns or subcontractors, and the approval by Ashland of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Ashland.

4. TERMINATION

4.1. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.

4.2 Jackson County. This Agreement is contingent upon the contract between ARC and Jackson County to operate the sobering facility being in full force and effect for the period of July 1, 2023, through and including June 30, 2025. Should the contract between ARC and Jackson County be terminated for any reason, this Agreement shall also be terminated.

4.3 For Cause. ARC may terminate or modify this Agreement in whole or in part, effective upon delivery of written notice to Ashland or at such later date as may be established by ARC in such written notice, if ARC's funding from federal, state, or other sources is not obtained or continued at levels necessary to maintain the services of its sobering facility.

4.4. For Default of Breach. Either ARC or Ashland may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then this Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

5. STATUTORY REQUIREMENTS: ORS 279B.220, 279B.225, 279B.230, 279B.235, ORS Chapter 244, and ORS 670.600 are incorporated by reference into this Agreement.

6. INSURANCE. ARC shall obtain and maintain during the entire term of this Agreement a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) for each occurrence for Bodily Injury, Death, and Property Damage. The insurance required in this Subsection E.6. shall include Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage. Each policy of such insurance shall be on an "occurrence" and not a "claims made" form.

7. 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; or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address(es) set forth below:

If to Ashland:
City of Ashland Police Department
Attn: Chief Tighe O'Meara

1155 East Main Street
Ashland, Oregon 97520

With a copy to:
City of Ashland Legal Department
20 E. Main Street
Ashland, Oregon 97520

If to ARC:
Addictions Recovery Center, Inc.
Attn: Robert Haas
1003 E. Main St, Suite 104
Medford, Oregon 97504

8. AMENDMENTS. This Agreement may not be amended, changed, or modified in any way, except by the written agreement signed by all parties. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior oral or written agreements, express and/or implied statements, negotiations, or memoranda of understanding.

9. ARC'S COMPLIANCE WITH TAX LAWS.

9.1 ARC represents and warrants to Ashland that:

9.1.1 ARC 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.

9.1.2 ARC, 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 Provider; and

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

9.2 ARC'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. Any material breach of this Agreement shall entitle Ashland to terminate this

Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

10. 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.

11. Each person signing this Agreement represents and warrants she or he has the authority to execute it.

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: _____

Printed Name: Joseph Lessard

Title: City Manager

Date: _____

ADDICTIONS RECOVERY CENTER

By: _____

Printed Name: Sebastian Viteri

Title: CFO

Date: _____

Approved as to form:

_____
Assistant City Attorney for Ashland

Approved as to form:

N/A
ARC Counsel

Council Business Meeting

June 20, 2023

Agenda Item	City Council and Other Public Meeting Labor Acknowledgement – Social Equity and Racial Justice Advisory Committee Recommendation	
From	Ann Seltzer	Staff Liaison to the Social Equity and Racial Justice Committee
Contact	ann.seltzer@ashland.or.us 541-552-2004	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

At the June 1, 2023, meeting of the Social Equity and Racial Justice Advisory Committee, the Committee voted to adopt the below **Labor Acknowledgement** to be read prior to each meeting following the reading of the Land Acknowledgement. In addition, the Committee voted to request that the City Council adopt this Labor Acknowledgement, read it prior to all Council meetings and require that it be read at all City public meetings and presentations.

SERJAC Meeting June 1, 2023, Adopted Labor Acknowledgement to be read following the Land Acknowledgement:

We also pause to recognize and acknowledge the labor upon which our country, state, and institutions are built.

We remember that our country is built on the labor of enslaved people who were kidnapped and brought to the U.S. from the African continent and recognize the continued contribution of their survivors. We also acknowledge all immigrant labor, including voluntary, involuntary, trafficked, forced, and undocumented peoples who contributed to the building of the country and continue to serve within our labor force. We acknowledge all unpaid care-giving labor.

To the people and your descendants who contributed this immeasurable work, we acknowledge your indelible mark on the space in which we gather today. It is our collective responsibility to critically interrogate these histories, to repair harm, and to honor, protect, and sustain their contribution to our society.

POLICIES, PLANS & GOALS SUPPORTED

The City Council established the Social Equity and Racial Justice Commission (now Advisory Committee) in June of 2020 via Resolution 2020-15. Most recently the City Council adopted Resolution 2023-06 updating and consolidating prior resolutions establishing City Council and Management Advisory Committees.

BACKGROUND AND ADDITIONAL INFORMATION

A labor acknowledgement is a statement that recognizes that much of the economic progress and development of this country resulted from the unpaid labor and forced servitude of people of color. Labor Acknowledgements are one way to honor and remember the violent histories and legacies of settler colonialism and to collectively begin to acknowledge the historical labor that has allowed our society to get and be where it is today.

FISCAL IMPACTS

None

DISCUSSION QUESTIONS

Why is it important to recognize that we honor and remember that slave labor resulted in the development of this country?

> The Social Equity and Racial Justice Committee believes it is fitting to recognize and honor the violent labor histories of our past.

Do all City meetings of the City Council, City Commissions and Council Advisory Committees currently read aloud the Land Acknowledgement during their meetings?

> An informal review of City meeting practices indicates that the Land Acknowledgement is currently read aloud at each of the City Council's Regular Meetings (Tuesday business meetings) and also at the discretion of individual City Commissions and Council Advisory Committees. Those also currently reading the Land Acknowledgement at their meetings include the Social Equity and Racial Justice Advisory Committee, the Public Arts Advisory Committee, and the Historic Preservation Advisory Committee. The Land Acknowledgement is not currently read aloud at Council Study Sessions, or at meetings of the four remaining Council Advisory Committees.

SUGGESTED NEXT STEPS

The Social Equity and Racial Justice Advisory Committee recommends the City Council adopt its Labor Acknowledgement and require that it be read aloud at every City public meeting.

REFERENCES & ATTACHMENTS

N/A

Council Business Meeting

June 20, 2023

Agenda Item	2021-23 BN Supplement Budget & Resolution	
From	Mariane Berry	Title Finance Director
Contact	Email address and direct phone Mariane.Berry@ashland.or.us (541) 552-2015	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

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

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

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

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

The budget amendment reflects multiple increases in appropriations.

Increase In resource:		
Parks Fund	Various Grants	25,250
	Total Increased Resource	**$ 25,250**
Increase In appropriation:		
Parks Fund	Parks Operations - various improvement projects	12,519
Parks Fund	Recreation Division - various programs	9,593
Parks Fund	Senior Services Division for acoustic titles	3,138
	Total Increased Appropriation	**$ 25,250**

The budget amendments reflect several adjustments for transfer of appropriation to ensure compliance level. Below is the explanation of the needed transfers.

Transfer of appropriation only:		
General Fund	City Recorder - to cover additional personnel and elections	40,000
Parks Fund	Parks - Professional fees	14,000
Capital Improvement Fund	Parks SDC - Purchase of land, earnest money	5,000
	Total transfer of appropriation needed	**$ 59,000**

The explanations of each change can be found on the attached Staff Supplemental Budget Request form.

Better Together

FISCAL IMPACTS

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

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

That the Council adopt the attached resolution to authorize proposed changes as defined within this report for a 2021-23 BN supplemental budget.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to adopt Resolution 2022-18 authorizing a 2021-23 BN supplemental budget.

REFERENCES & ATTACHMENTS

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

RESOLUTION NO. 2023-18

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE 2021-23 BIENNIUM BUDGET

RECITALS:

A. The City of Ashland 2021-23 Biennium Budget was adopted on June 18, 2022 for the period of July 1, 2021 through June 30, 2023.

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, 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
Parks Fund			
Parks Division	12,519		
Recreation Division	9,593		
Senior Services Division	3,138		
Intergovernmental Revenues			25,250
	$ 25,250		**$ 25,250**

	Transfers:			
	Appropriation		**Resource**	
City Recorder Department	40,000			
General Fund Contingency				40,000
	$ 40,000		**$**	**40,000**
Parks Division	14,000			
Senior Services Division				14,000
	$ 14,000		**$**	**14,000**
Finance - Open Space (Parks)	5,000			
Public Works				5,000
	$ 5,000		**$**	**5,000**

SECTION 2. All other provisions of the adopted 2021-2023 Biennium Budget not specifically amended or revised in this Supplemental Budget remain in full force and effect as stated therein.

SECTION 3. This resolution is effective upon adoption.

ADOPTED by the City Council this _____ day of _____, 2023.

ATTEST:

_____
Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2023.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Doug McGeary, Interim City Attorney

CITY OF ASHLAND

Budget Transfer Request

Date: 6/8/2023

Department: Administration

Explanation of request:

The City Recorder's office has absorbed some unexpected costs such as additional election cycle that was not planned for. Additionally with the resignation of the Recorder, additional costs have been incurred to ensure continued operations through fair compenstation of employees and the addition of .5 assistance to assist with the backlog of scanning. Due to this a transfer from contingency is needed to make the department whole and conform with budget and audit requirements.

Transfer From

Account Number	Line Item Name	Amount
990110.905000	Contingency	$ 40,000.00
	Total Amount of Transfer	$ 40,000.00

Transfer To

Account Number	Line Item Name	Amount
048000-510100	Personnel	$ 30,000.00
048000-604100	Professional Services	$ 10,000.00
	Total Amount of Transfer	$ 40,000.00

Requested By: Sabrina Cotta

Approved By: Sabrina Cotta
Department Head

CITY OF ASHLAND

Budget Supplemental Request

Date: 4/19/2023

Department: APRC

Explanation of request:

1. Ashland Parks Foundation Grant for Senior Services accoustic tiles

2. Ashland Parks Foundation Grant for Recreation Bike Saftey Education

3.Ashland Parks Foundation Grant for Nature Center Educational Signs

4. Ashland Parks Foundation Grant for BMX Park improvements

5. Ashland Parks Foundation Grants for Pickleball lights

New Revenue

Account Number	Line Item Name	Amount
0211.430120	Parks Grants	$ 3,138
0211.430120	Parks Grants	$ 2,126
0211.430120	Parks Grants	$ 615.22
0211.430120	Parks Grants	$ 800.00
0211.430120	Parks Grants	$ 10,676.00
	Total Amount of Transfer	$ 17,354.67

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
126900.602220	Building Maintenance	$ 3,138.00
125302.604100	Professional Services	$ 2,125.57
125304.601450	Nature Center	$ 615.22
121200.602112	Parks Irrigation	$ 800.00
121200.602118	Parks General Maintenance	$ 10,676.00
	Total Amount of Transfer	$ 17,354.79

Requested By: Tara Kneeland

Approved By: _____
Department Head

CITY OF ASHLAND

Budget Supplemental Request

Date: 4/19/2023

Department: APRC

Explanation of request:

1. Ashland Parks Foundation Grant for Recreation Volunteer Programs

2. Ashland Parks Foundation Grant for Ice Rink Awning

3. Ashland Parks Foundation Grant Nature Center Beed Seed

4. Ashland Parks Foundation Grant Parks Swing set for ACP

New Revenue

Account Number	Line Item Name	Amount
0211.430120	Parks Grants	$ 1,500
0211.430120	Parks Grants	$ 4,235
0211.430120	Parks Grants	$ 1,118.00
0211.430120	Parks Grants	$ 1,043.05
	Total Amount of Transfer	$ 7,896.05

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
125301.601200	Rec Admin	$ 1,500.00
125302.601210	Ice Rink	$ 4,235.00
125304.602118	Nature Center	$ 1,118.03
121200.602118	Parks General Maintenance	$ 1,043.05
	Total Amount of Transfer	$ 7,896.08

Requested By: Tara Kyriel

Approved By:

Department Head

CITY OF
ASHLAND

Budget Transfer Request

Date: 5/11/2023

Department: Parks & Recreation

Explanation of request:

Transfer funds from Temp Employees Senior Services to Operations Professional Services. Using Express Temps and that is now billed in the Professional Services. Transfer between departments to cover the increased costs and wages with temps.

Transfer From

Account Number	Line Item Name	Amount
126900.510200	Senior Services Temps	$ 14,000.00
	Total Amount of Transfer	$ 14,000.00

Transfer To

Account Number	Line Item Name	Amount
121200.604100	Professional Services	$ 14,000.00
	Total Amount of Transfer	$ 14,000.00

Requested By: Tara Kerrie

Approved By: Rachel Drab (MC)
Department Head

CITY OF ASHLAND

Budget Transfer Request

Date: 5/20/2023

Department: Parks

Explanation of request:

Earnest money transfer of funds from CIP Food and Beverage for property acquisition of the Tuttle property Tax lot 391E08DD 400
to land sales

Transfer From

Account Number	Line Item Name	Amount
083000.704200	Capitalized Projects	$ 5,000.00
	Total Amount of Transfer	$ 5,000.00

Transfer To

Account Number	Line Item Name	Amount
'032200.701000	Land	$ 5,000.00
	Total Amount of Transfer	$ 5,000.00

Requested By: Tara Kiesel

Approved By: Rachel Sidles
Department Head

Council Business Meeting

Date: October 5th, 2021

Agenda Item	Special Procurement Request for Approval for Contract to Grayback Forestry, Inc.	
From	Chris Chambers	Wildfire Division Chief
Contact	Chris.chambers@ashland.or.us (541) 552-2066	

SUMMARY

The Fire Department is seeking approval of a Special Procurement to Grayback Forestry Inc implement wildfire safety and forestry work under the umbrella of the Ashland Forest All-lands Restoration Project (AFAR) and using City water bill fees earmarked by the City Council by directly awarding a contract. Grayback Forestry Inc. has unique experience and qualifications developed over 10 years of working in tandem with the AFR Partnership that create benefit to the city's goals and investment. In addition to AFAR work, Grayback has also contracted directly with the City since 2012 for prescribed burning on City forestlands, following their selection in both of two competitive bid processes where they were the only qualified bidder each time. This contract combines needs in AFAR federal and private lands with City forestlands management previously provided by long-time contractor Small Woodland Services, Inc that no longer hosts a workforce. Directly contracting saves money by not incurring pass through costs as was the case in the past and preserves accumulated experience and knowledge to accomplish complicated and high-risk work critical to the City's fire safety goals in a cost-effective manner.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goal: Address Climate Change
City Council Goal: Reduce Wildfire and Smoke Risk
City Plans: Ashland Natural Hazard Mitigation Plan, Community Wildfire Protection Plan, 2016 Ashland Forest Plan

PREVIOUS COUNCIL ACTION

Council approved Special Procurements for past contracts using City funds to support the AFR project, including in BN19-21 with Grayback Forestry, Inc.

Council created the AFR project water fee funding source with associated Resolution during the 2013-15 Biennium. The fee was increased with an updated Resolution for the 2019-2021 Biennium.

BACKGROUND AND ADDITIONAL INFORMATION

Beginning in the 2013-2015 biennium, the City Council elected to contribute funding to the AFR Project from an assessment placed on water use throughout Ashland. This remains in place. To date, funds have been allocated through Lomakatsi Restoration Project, an AFR partner, to both accomplish primary fuels reduction treatments in the Ashland Creek Watershed and to maintain already completed treatments using prescribed burning or mechanical cutting. During the 2019 budget process, the City Council expanded the application of water fee dollars to include all lands (only federal in the past) strategic to the City's interest in wildfire safety. Lomakatsi selected Grayback as a result of multiple competitive bidding processes to perform thinning, piling, and burning tasks using City funds on the AFR project federal lands since 2013.

CITY OF ASHLAND

Concurrent with the water fee funding for AFR, the City has been implementing prescribed burning on City-owned forestlands (funded separately through a transfer from the Water Fund) to increase wildfire safety and forest health. Since 2012, and as a result of two competitive bidding processes, Grayback Forestry has been the sole contractor selected for this burning work on the City's forestlands.

Given their unanimous selection in multiple requests for bids, and the longstanding relationships and intimacy developed over years implementing a high-risk activity in and around the Ashland Watershed, Grayback Forestry has developed a unique and desired set of qualifications. By contracting directly with Grayback, the City will save administrative costs incurred by passing funds through another AFR partner to Grayback.

FISCAL IMPACTS

Funding for this contract was included in the current Biennium budget in the Wildfire Division. By authorizing up to $500,000 in this Special Procurement we allow for potential contract amendments up to 25% without coming back to Council for another Special Procurement authorization.

STAFF RECOMMENDATION

Staff recommends approval of the Special Procurement to Grayback Forestry, Inc. for forestry services funded by the City's water fee and following the associated 2019 Council Resolution.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

"I move that the City Council, acting as local contract review board, approve this special procurement contract to Grayback Forestry, Inc not to exceed $500,000 through June 30, 2023 to implement funding generated by the utility surcharge for watershed and community wildfire protection."

REFERENCES & ATTACHMENTS

Contract for Good and Services
Form for Special Procurement, Request for Approval
Determination of Feasibility Memo from Staff

FORM #9

CITY OF ASHLAND

SPECIAL PROCUREMENT REQUEST FOR APPROVAL

To: City Council, Local Contract Review Board

From: Chris Chambers, Fire Department

Date: September 23, 2021

Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

1. **Requesting Department Name:** Ashland Fire & Rescue

2. **Department Contact Name:** Chris Chambers, Wildifre Division Chief

3. **Type of Request:** _____ Class Special Procurement X Contract-specific Special Procurement

4. **Time Period Requested:** From: 10/6/21 To: 6/30/2023

5. **Total Estimated Cost:** Not to exceed $500,000

6. **Short title of the Procurement:** Ashland Forest Resiliency Water Surcharge Special Procurement

Supplies and/or Services or class of Supplies and/or Services to be acquired:
Grayback Forestry, Inc will provide forestry services under the Ashland Forest All-lands Restoration Project, which includes federal, private, and City of Ashland lands. Grayback Forestry, Inc services include prescribed burning, tree and brush thinning and piling, weed removal, and associated planning, preparation, and layout to accomplish work items on specific properties designated by the City within the Ashland Forest All-lands Restoration area map. Specifically, Grayback Forestry will provide the qualified and trained workforce and equipment necessary to implement said forestry operations under the direction of the City in consultation with the Ashland Forest Resiliency partnership and private landowners.

7. Background and Proposed Contracting Procedure:

Background: Beginning in the 2013-2015 biennium, the City Council elected to contribute funding toward watershed fire mitigation from an assessment placed on water use throughout Ashland. This remains in place and was increased in BN 19-21. Grayback Forestry was contracted by the City for the 2019-21 BN for these services and performed up to expectations. During the 2019 budget process, the City Council expanded the application of water fee dollars to include all lands (not just federal) strategic to the City's interest in wildfire safety. Concurrent with the water fee funding, the City has

been implementing prescribed burning on City-owned forestlands to further increase wildfire safety and forest health using Water Fund dollars that have been earmarked for City forestlands management since the mid 1990's. Since 2012, including two competitive bidding processes, Grayback Forestry has been the sole contractor selected for burning on the City's lands. Grayback has also been the sole subcontractor selected by Lomakatsi Restoration (an AFR project partner) to implement prescribed burning on federal lands in the Ashland Watershed, also through competitive bidding. Given their unanimous selection in multiple requests for bids, and the longstanding relationships and intimacy with the landscape of the Ashland Watershed, Grayback Forestry has developed a unique and desired set of qualifications to carry out the City's goals. By contracting directly with Grayback, the City will save administrative costs incurred by passing funds through to another AFR project entity, resulting in more acres of work accomplished each year.

Proposed Contracting Procedure: Due to the well-established relationship and unique qualifications of Grayback Forestry Inc. that allows financial savings while preserving accumulated knowledge and experience in the technical application of prescribed burning and related forestry activities, we propose the City directly enter into a contract outside the competitive bidding process using Special Procurement authority.

8. **Justification for use of Special Procurement:** Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

The complex ecological and social setting of the Ashland Watershed and surrounding areas is a difficult setting in which to accomplish highly skilled and nuanced work critical to protection of the community and our municipal water supply. For 10 years, Grayback has successfully worked with AFR Project partners as a sub-contractor on federal lands, primarily implementing prescribed burning, which is a difficult and highly skilled task. During this period, the City selected Grayback in two separate competitive bidding processes where Grayback had the only qualified and experienced workforce to carry out the City's goals for prescribed burning. Under City contract, Grayback carried out prescribed burn planning and implementation to City specifications in challenging terrain with intense public recreation use. Given Grayback's cumulative experience, trust, and familiarity with Ashland's forests, Grayback has unique and highly desirable qualifications that benefit the City's goals for wildfire safety and forest health. By combining the need for wildfire safety work on federal, private, and City lands, a direct contract with Grayback Forestry creates efficient and cost-effective use of City funds.

The City lacks the internal capacity to field a workforce that would accomplish the project outcomes desired by the AFR partners and as spelled out in the City Council's goals for watershed and community safety.

9. **Findings to Satisfy the Required Standards:** This proposed special procurement:

___X___ (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

Through at least four competitive bidding processes executed by the City and AFR project partners since 2012, Grayback was uniquely qualified among all bidders during each distinct request for proposals. In each process conducted by the City, Grayback was the only bidder that met minimum qualifications for the complexity of work proposed. As the successful bidder and ongoing contractor on City, private, and federal lands, Grayback has accumulated desirable experience to implement highly technical and high-risk work in an efficient and effective manner.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

__X__ (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

By contracting directly to Grayback, the City avoids administrative costs for passing funds through the AFR partnership, a savings of at least 16%. This was necessary in the past, but is no longer needed in the current work environment. This amounts to at least $65,000 in direct savings. Grayback also has other contacts with AFR partners under separate though complimentary funding, which means they will already be working in the area, cutting down mobilization costs.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

__X__ (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted there under because:

Grayback Forestry's years of experience in the Ashland Watershed has allowed them to accumulate site-specific knowledge of local ecology, fire behavior, expectations of the AFR partnership and public, and tested methods of implementation that have yielded acceptable outcomes across thousands of acres. The combination of experience and personal relationships built with AFR project partners makes Grayback Forestry's situation unique and of benefit to the City and community.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us –*October 6th, 2021.*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: October 6th, 2021

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *October 5th, 2021*

This Special Procurement is a "Contract- specific Special Procurement". The proposed contracting procedure is direct award to Grayback Forestry Inc. for site-specific forestry work as part of the Ashland Forest Resiliency All-lands Restoration project. Grayback has unique experience and qualifications shown by their unanimous selection during each of several City and AFR partner supported competitive bidding processes since 2012. Their experience and safety record working with the City and AFR project partners is unique and highly beneficial to the City's goals and interests.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Chris Chambers, Forest Division Chief, 455 Siskiyou Blvd, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00 p.m. on October 13th, 2021.

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

City News

City of Ashland

City of Ashland, Oregon / Fire / City News

Fire News (**View All**)

Special Procurement Notice for Forestry Services

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: October 18th, 2021

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *October 5th, 2021*

This Special Procurement is a "Contract- specific Special Procurement". The proposed contracting procedure is direct award to Grayback Forestry Inc. for site-specific forestry work as part of the Ashland Forest Resiliency All-lands Restoration project. Grayback has unique experience and qualifications shown by their unanimous selection during each of several City and AFR partner supported competitive bidding processes since 2012. Their experience and safety record working with the City and AFR project partners is unique and highly beneficial to the City's goals and interests.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Chris Chambers, Wildfire Division Chief, 455 Siskiyou Blvd, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00 p.m. on October 25th, 2021.

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

Back to News

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Protectors Insurance, LLC P.O. Box 4669 Medford OR 97504	CONTACT NAME: Kendall Port PHONE (A/C, No, Ext): 541-842-2963 FAX (A/C, No): 541-772-1906 E-MAIL ADDRESS: kendallp@protectorsins.com
INSURED GRAYB-1 Grayback Forestry Inc PO Box 838 Merlin OR 97532-0838	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Casualty Insurance — 24074 INSURER B : Landmark American Insurance Co INSURER C : Gemini Insurance Co INSURER D : The Cincinnati Insurance Co — 10677 INSURER E : Westchester INSURER F :

COVERAGES CERTIFICATE NUMBER: 244759054 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	BKO60388847	1/1/2021	1/1/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X LBFPD						MED EXP (Any one person)	$16,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Loggers Broad Form	$1,000,000
D E	AUTOMOBILE LIABILITY	Y	Y	EBA0577463 G71781008002	6/8/2020 1/1/2021	6/8/2021 1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Pollution						AUTO POLLUTION	$1,000,000
A B	UMBRELLA LIAB X OCCUR			ESO60388847 LHA260892	1/1/2021 1/1/2021	1/1/2022 1/1/2022	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $						Excess 2	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Auto Excess Liability			GVE100239801	1/1/2021	1/1/2022	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insured per policy endorsement CG D4 11 (0408) as respect to Contractor's services to be provided under contract.

CERTIFICATE HOLDER

City of Ashland
20 East Main St
Ashland OR 97520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jon Gholdin

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1/14/21

POLICY NUMBER: BKO60388847

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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 20 EAST MAIN STREET ASHLAND, OR 97520	ALL OPERATIONS
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.

© Insurance Services Office, Inc., 2012

9/14/21

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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1/14/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Protectors Insurance, LLC P.O. Box 4669 Medford OR 97504	CONTACT NAME: Kendall Pori PHONE (A/C, No, Ext): 541-842-2963 FAX (A/C, No): 541-772-1906 E-MAIL ADDRESS: kendallp@protectorsins.com
INSURED GRAYB-1 Grayback Forestry Inc PO Box 838 Merlin OR 97532-0838	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Specialty — 13037 INSURER B : The Cincinnati Insurance Co — 10677 INSURER C : Landmark American Insurance Co INSURER D : Gemini Insurance Co INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2006154031 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Form Prop Damage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		CSU0180904	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LBFPD	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		EBA 0577453	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			LHA253056	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Excess Auto Liability			GVE100239803	1/1/2022	1/1/2023	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Ashland, Oregon, and its elected officials, officers and employees as Additional insured per policy endorsement CSGA 4034 (0612) as respect to Contractor's services to be provided under contract.

CERTIFICATE HOLDER

City of Ashland
20 East Main St
Ashland OR 97520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "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 work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
   - **b.** Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
   - **c.** Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

   Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

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Kariann Olson

From: Chris Chambers
Sent: Tuesday, January 04, 2022 8:53 AM
To: Kariann Olson
Subject: FW: Updated Insurance info for Ashland contract
Attachments: City-of-Ashland_Grayback-Forest_2022_03-01-2022_2006154031.pdf

FYI

-----Original Message-----
From: Wayde Morrison <wayde@graybackforestry.com>
Sent: Monday, January 3, 2022 4:06 PM
To: Chris Chambers <chris.chambers@ashland.or.us>
Subject: RE: Updated Insurance info for Ashland contract

[EXTERNAL SENDER]

Chris,

I referenced the wrong endorsement# on the Liability Certificate I sent you. Please discard that one and use the attached Certificate.

Thank You,

Wayde Morrison
Operations
1150 Ort Lane
Merlin, OR. 97532
P: 541.476.0033 x304
F: 541.476.0162
wayde@graybackforestry.com

-----Original Message-----
From: Wayde Morrison
Sent: Monday, January 3, 2022 14:25
To: 'Chris Chambers' <chris.chambers@ashland.or.us>
Subject: RE: Updated Insurance info for Ashland contract

Good Afternoon Chris,

I hope you had a great holiday. Here are the Certificates for Insurance. Let me know if you need anything else.

Regards,

Wayde Morrison
Operations

1150 Ort Lane
Merlin, OR. 97532
P: 541.476.0033 x304
F: 541.476.0162
wayde@graybackforestry.com

-----Original Message-----
From: Chris Chambers <chris.chambers@ashland.or.us>
Sent: Tuesday, December 21, 2021 16:29
To: Dale Lee <dale@graybackforestry.com>; Wayde Morrison <wayde@graybackforestry.com>
Subject: Updated Insurance info for Ashland contract

Gentleman, please see the needed updates for insurance certs for the Ashland contract for 2022 year before we can issue pending payment:

1. Liability cert for 2022 with endorsement for City of Ashland 2. Additional insured endorsement for Auto coverage as well 3. Workers' comp insurance cert for 2022

Thanks!

Chris

Chris Chambers / Wildfire Division Chief Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Protectors Insurance, LLC P.O. Box 4669 Medford OR 97504	CONTACT NAME: Kendall Pori PHONE (A/C, No, Ext): 541-842-2963 FAX (A/C, No): 541-772-1906 E-MAIL ADDRESS: kendallp@protectorsins.com
INSURED GRAYB-1 Grayback Forestry Inc PO Box 838 Merlin OR 97532-0838	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Specialty — 13037 INSURER B : The Cincinnati Insurance Co — 10677 INSURER C : Landmark American Insurance Co INSURER D : Gemini Insurance Co INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1969140414 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CSU0180904	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	Form Prop Damage						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							LBFPD	$ 1,000,000
B	AUTOMOBILE LIABILITY	Y		EBA 0577453	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			LHA253056	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Excess Auto Liability			GVE100239803	1/1/2022	1/1/2023	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Ashland, Oregon, and its elected officials, officers and employees as Additional insured per policy endorsement CG D4 11 (0408) as respect to Contractor's services to be provided under contract.

CERTIFICATE HOLDER

City of Ashland
20 East Main St
Ashland OR 97520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BKO60388847

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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 20 EAST MAIN STREET ASHLAND, OR 97520	ALL OPERATIONS
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.

© Insurance Services Office, Inc., 2012

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER KPD Insurance, Inc. PO Box 784 Springfield OR 97477	CONTACT NAME: PHONE (A/C, No, Ext): 541-741-0550 FAX (A/C, No): 541-741-1674 E-MAIL ADDRESS: wc-certs@kpdinsurance.com
INSURED GRAYFOR02W Grayback Forestry, Inc. PO Box 838 Merlin OR 97532	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : *SAIF Corporation — 36196 INSURER B : Zurich American Insurance Comp — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1430252186 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		395606 9663291	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Workers Compensation and Employers Liablity Limits							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All Operations

CERTIFICATE HOLDER

City Of Ashland
20 East Main Street
Ashland OR 97520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diana M Burnette

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Council Business Meeting

June 20, 2023

Agenda Item	Contract for Broadcast Television Services with Rogue Valley Television (RVTV)	
From	Sabrina Cotta Dorinda Cottle	Deputy City Manager Communications Officer
Contact	sabrina.cotta@ashland.or.us dorinda.cottle@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

This is an Intergovernmental Agreement (IGA) with Southern Oregon University to provide government and public access television services through Rogue Valley Community Television (RVTV).

POLICIES, PLANS & GOALS SUPPORTED

Enhance and improve transparency and communication.

BACKGROUND AND ADDITIONAL INFORMATION

RVTV, through Southern Oregon University, provides government and public access television services for the City of Ashland. The current Agreement expires on June 30, 2023. Previous agreements have been executed on June 11, 1996, September 9, 2005, June 18, 2012, August 1, 2016, December 3, 2019, and August 4, 2021. Services provided are outlined in section 3 of the attached agreement. As part of the proposed contract, RVTV is also offering optional production services, which may be purchased, which are specified in section 3.8 and 3.12.

FISCAL IMPACTS

Fiscal Year 24 $74,000 base charge with additional app development & production services not to exceed $30,000 for a total not-to-exceed amount of $104,000.
FY 25 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000.
FY 26 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000. The operating costs associated with the contract are allocated from the General Fund.

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

Staff recommends Council approve this agreement with Southern Oregon University.

REFERENCES & ATTACHMENTS

Attachment 1: AGREEMENT FOR RVTV SERVICES BETWEEN CITY OF ASHLAND AND SOUTHERN OREGON UNIVERSITY
Attachment 2: SOUTHERN OREGON DIGITAL MEDIA CENTER PRODUCTION RATE CARD: EXTERNAL CLIENTS

AGREEMENT FOR RVTV SERVICES BETWEEN

CITY OF ASHLAND AND SOUTHERN OREGON UNIVERSITY

This Agreement is entered into the 1st day of July, 2023, by and between THE CITY OF ASHLAND, a municipal corporation (hereinafter "City") and SOUTHERN OREGON UNIVERSITY ("SOU").

RECITALS

A. ORS 190.110 and ORS 190.010 authorizes a unit of local government to enter into an agreement with another unit of local government or state agency for the performance of any or all functions and activities that a part to the agreement has authority to perform; and
B. The City and SOU have provided cable access television to the community for several years as reflected in the prior agreements between the City and SOU and its predecessors, including agreement dates June 11, 1996, September 9, 2005, June 18, 2012, July 25, 2016, and June 2021.
C. The 2021 agreement expires on June 30, 2023 and this Agreement is intended to replace all prior written or verbal agreements between the parties; and
D. The City and SOU enter into this Agreement to identify their roles and responsibilities in the provision of cable access services by SOU through the operation of Rogue Valley Community Television (RVTV); and

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. DURATION. [ORS 190.020(1)(e)] Except for termination as provided herein, the term of this agreement shall commence upon approval and execution by both City and SOU and shall terminate on June 30, 2026, unless administratively extended in writing as provided for herein. The City Manager may extend this Agreement twice, by one year each extension, by indicating in writing to SOU that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized SOU representative consenting to the extension under the same terms and condition, allowing for increase in funding as noted herein.
3. SOU SERVICES, FUNCTIONS AND RESPONSIBILITIES. [ORS 190.020(1)] SOU shall use its best efforts to achieve the following objectives during the period of this Agreement:
   3.1 Operate Rogue Valley Community Television (RVTV).

3.2 Engage in the cable cast of Public Education and Government (PEG) access programming and subject to this agreement, assume control of all cable channels and interconnect facilities made available to the City for its use.

3.3 Provide to the citizens of Ashland various educational courses in community media at a nominal fee (TBD). Individuals completing these courses will receive the benefits of usage of the resources they were trained on, at free or reduced rates.

3.4 Provide regular equipment maintenance services and support up to four hours per month to all video and audio equipment at City's Council Chambers.

3.5 RVTV's telephone response to the City's phone call request for assistance should occur within a half hour. The City asks that RVTV provide an "on call" phone number that will be answered by a competent technician.

3.6 Ensure proper repair, maintenance and security of equipment purchased for use at the RVTV facility with City funds. All such equipment shall become property of SOU.

3.7 Produce government access programming for the City, the regularly scheduled bi-monthly City Council meetings, bi-monthly City Council study sessions, monthly Planning Commission meetings, annual Budget Committee meetings, and up to six additional televised meetings in Council Chambers.

3.8 Additional media services may be purchased by or under the direction of the City Manager in an amount not to exceed $15,000 in each fiscal year; such additional services shall be charged at the rates reflected on the attached Exhibit A, "Southern Oregon Digital Media Center Production Rate Card".

3.9 RVTV will reserve playback capabilities for a channel provided by the City of Ashland's Ashland Fiber Network (AFN) or its designated cable television provider. If AFN, or its designated cable television provider, chooses to utilize the playback capabilities reserved for its use, SOU agrees to make available all applicable programming described in 3.7, as well as additional RVTV programming mutually agreeable to both parties. If AFN, or its designated provider, wishes RVTV to "package" content for the channel, a separate contract for services shall be agreed to by the parties.

3.10 Provide Video on Demand ("VOD") services to include archiving up to 150 program files of City government access programming for a period of one year from the date of capture. RVTV will link the video programming to the City website within 24hrs of the live broadcast.

3.11 Process automated captioning for all VOD City government access programming.

3.12 Facilitate an optional City branded VOD application ("APP") designed for specific Over The Top ("OTT") television delivery methods including Android and iOS mobile, IP TV devices, and SmartTV channels as available. Additional one-time costs for VOD APP development may be incurred, with the total cost of development charges not to exceed $15,000 in FY 2024.

3.13 Determine, after consultation and approval by city, use of channels assigned to City.

3.14 In addition to an annual report summarizing key programming related metrics, consumption trends and program utilization, SOU shall provide information to the City, upon request, that the City deems reasonable appropriate regarding SOU's RVTV activities, including use of funds and accomplishments under this Agreement.

4. Payment [ORS 190.020(1)(A)] This Agreement involves the payment of money from the City of Ashland to SOU for RVTV services.

4.1 Subject to the condition set out in this Agreement, the City shall pay to SOU for RVTV services in amounts not to exceed:

1.) FY 24 $74,000 base charge with additional app development & production services not to exceed $30,000 for a total not-to-exceed amount of $104,000.
2.) FY 25 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000.
3.) FY 26 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000.

4.2 City shall provide all necessary information to SOU to establish the City as a vendor of SOU; such information shall include, but not be limited to City's contact information and tax identification number.

4.3 Equipment upgrades in City Council Chambers desired by the City will be funded separately by the City.

4.4 All payments made to SOU under this Agreement should be send to the following address:

SOU Business Services
Accounts Receivable
1250 Siskiyou Blvd.
Ashland, OR 97520

4.5 SOU is required to comply with the Ashland Municipal Code by paying a living wage, as defined in City code, to all employees performing work under this Agreement, including living wage posting requirements.

5 BUDGET NON-APPROPRIATION The City's obligation to pay and SOU's obligation to provide services and equipment under this Agreement are subject to non-appropriation of funds in the budget process.

5.2 The amount of money payable to SOU under section 4.1 is subject to final appropriation by the City in the budget process on an annual basis. Notwithstanding the termination provisions herein, termination may also occur for such non-appropriation. Specifically, all City obligations to expend money under this Agreement are contingent upon future appropriation as part of the City budget process and local budget law, and the failure of the Council and Budget committee to make the appropriation shall necessarily result in termination of the Agreement. As such, in the event insufficient funds are appropriated for the payments under this Agreement and the City elects not to utilize any other lawfully available funds, then the City may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to the City. The City shall deliver written notice to SOU of such termination no later than thirty (30) days from the determination by the City of the event of non-appropriation.

5.3 If sufficient funds are not provided in future legislatively approved higher education budget or the allocation of such budget by the Higher Education Coordinating Commission of SOU to permit SOU in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, notwithstanding any other provision of this agreement, SOU may terminate this Agreement without further liability by giving the City not less than 30 days prior notice. In determining the Availability of funds for this Agreement, SOU may use the budget adopted for it by the Higher Education Coordinating Commission. SOU will include funding in its budget request for each fiscal year sufficient to fulfill the terms of this Agreement.

6 Revenue [ORS 190.020(1)(b)] This agreement does not involve the receipt of revenue which must be apportioned between the parties. Each party shall be solely responsible for revenue, if any received.

7 PERSONNEL [ORS 190.020(1)(D)] No employees will be transferred pursuant to this Agreement. SOU shall be solely responsible for wages and benefits paid to employees working for RVTV.

8 REAL OR PERSONAL PROPERTY [ORS 190.020(1)(d)] There shall be no transfer of title or possession to any real or personal property pursuant to this agreement.

9. TERMINATION [ORS 190.020(1)(F)]

9.1 All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail. In the event of termination of the agreement, each party shall be responsible for its own costs and expenses in complying with the agreement.

9.2 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

9.3 This Agreement may be terminated for non-appropriation as specified in Section 5.

9.4 In the event of termination, City shall compensate SOU for all outstanding work, which shall be calculated on a pro-rata, monthly basis.

10. REMEDIES In the event of termination, SOU shall pay to the City any unexpected funds received by SOU at any time for the City. City shall pay SOU for services rendered and costs incurred by RVTV prior to the termination date.

11. ASSIGNMENT SOU shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that SOU may subcontract the performance of any provision or obligation required by this Agreement, so long as SOU remains primarily responsible to the City for the performance of such provision or obligation.

12. INSPECTION RECORDS

12.1 City shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcript. Such books and records shall be maintained by City for three years from the date of the completion of work unless a shorter period is authorized in writing. City is responsible for any City audit discrepancies involving deviation from the terms of the Agreement.

12.2 City shall have access at all reasonable times, including during normal working hours, to all books and records of RVTV. SOU shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. CITY, and their duly authorized representatives shall have access to the books, documents, papers and records of SOU which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOU for three years from the date of the completion of work unless a shorter period is authorized in writing. SOU is responsible for any SOU audit discrepancies involving deviation from the terms of the Agreement.

13. HOLD HARMLESS AND INDEMNIFICATION

13.1 The City of Ashland is not providing services but purchasing services through SOU. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the parties both shall hold each other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the other, its officers, employees or agents. Similarly, the City of Ashland shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal; or wanton acts of SOU, its officers, employees, or agents or the negligence of SOU, its officers, employees or agents. If any aspect of this indemnity shall be found to be illegal or invalid for any reasons whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13.2 Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by SOU. SOU shall not represent to any person that the City is liable for SOU's obligations; except for such obligations the City may be liable as provided for in this Agreement or as provided by law.

14. INSURANCE City and SOU, at their sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this agreement. The initial limits of liability required will be $2,000,000 for each occurrence and $2,000,000 in aggregate for the liability coverage and all property upon completion of construction shall be written on replacement costs basis.

15. DISPUTE RESOLUTION: City and SOU shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute, either party may mutually agree to any other form of dispute resolution or pursue litigation.

16. NOTICE AND REPRESENTATIVES All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

City of Ashland
Joe Lessard
City Manager
20 East Main Street
Ashland, OR 97520

Southern Oregon University
Greg Perkinson

Vice President for Finance and Administration
1250 Siskiyou Boulevard
Ashland, OR 97520

And when so addressed, shall be deemed given upon deposit in the United Sates Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. MERGER This Agreement constitutes the Entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specific herein regarding this agreement. No amendment, consent, or waiver or terms of this agreement shall bind either party unless in writing and signed all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the parties agree to be bound by its terms and conditions.

18. INDEPENDENT CONTRACTOR. SOU together with the operation of RVTV, represents it is an independent contractor, it holds its own business license, and furnishes its own equipment and staff members.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers' thereunto duly authorized.

DATED this ____ day of June, 2023

CITY OF ASHLAND

By_____

Title_____

Date_____

SOUTHERN OREGON UNIVERSITY

By_____

Title_____

Date_____

June 2023

Exhibit A: SOUTHERN OREGON DIGITAL MEDIA CENTER PRODUCTION RATE CARD: EXTERNAL CLIENTS

The Southern Oregon Digital Media Center and its staff are available to support clients with a wide range of digital video production services and resources. We provide turn-key services that cover production needs from concept to broadcast, and clients can also rent our facilities and equipment or hire our team with hourly and daily rates.

PRODUCTION PACKAGES

Single Camera Event Package	
A solution for clients needing video archives of lectures or other events. Single camera, minimal post-production, event duration up to two hours. Archive quality only, not suitable for broadcast or other public use.	**$450**
Premiere Event Package	
For broadcast or online presentation of lectures or other events. Deliverable includes a video file ready for HD broadcast or upload to YouTube or other social media platforms. Includes up to three cameras and operators, plus post-production and graphics integration. Service also includes consultation with DMC staff to optimize quality and impact of presentation.	**$1000** 1/2 day **$1500** full day
Studio Program	
For live or taped programs in the DMC's studio. Deliverable includes a video file ready for HD broadcast or upload to YouTube or other social media platforms. Includes up to three cameras and operators, post-production and graphics integration, and hosting on our video server.	**$500 and up**
Organizational Profile Video	
A documentary style approach to a promotional profile video of an individual or organization. This 1- 3 minute short video will be crafted in collaboration with you and the DMC. Staff and/or faculty will lead a small student production crew to develop an interest-generating short.	**$1200** and up
Multi-camera HD performance capture	
Development and production of a music video, digital short, exhibition film, or event documentary. We design maximum coverage of your event with multiple HD DSLR (or comparable) recordings to create an artistic and powerful video that captures the essence of the performance or activity. This package includes significant collaboration with your organization to create landmark documentation of your event.	**$1500** and up

SOUTHERN OREGON DIGITAL MEDIA CENTER TELEVISION PRODUCTION RATE CARD: EXTERNAL CLIENTS

HOURLY FEE SCHEDULE

Resource	Hour	½ Day (5 hours)	Day (10 hours)
Studio, Lights & Technician	**$100**	**$400**	**$700**
Full Studio Production with 3- 5 Crew/Staff	**$300**	**$800**	**$1200**
4k Camera & Technician (Includes audio capture)	**$250**	**$750**	**$1400**
Staff Producer/Director	**$200**	**$600**	**$1000**
Post-Production Includes Rendering, Digital Editing, Graphics & Animation	**$75 HD** **$100 4k**		

ADDITIONAL OPTIONS & FEES

We provide multi-camera streaming solutions for both LIVE venue presentation and LIVE streaming. We have wireless camera and bonded cellular wireless LIVE streaming capabilities. Schedule a consultation with us to strategize your media objectives and event coverage needs.

INSURANCE GUIDELINES

Companies or productions can choose to rent the DMC's studio & support spaces and provide their own production staff, but must carry an insurance policy with a $2,000,000 minimum liability rider. A staff member must be present in the building during all usage, and that cost is included in our studio fee schedules.

ABOUT THE DMC

Based at Southern Oregon University, the DMC operates one of the largest television production facilities in Southern Oregon and Northern California. Our resources include a multi-camera HD television studio with full lighting grid, audio integration, green screen, and virtual set capabilities. The DMC offers multiple pricing options, and can prepare formal bids for any proposed use.

Council Business Meeting

June 20, 2023

Agenda Item	Contract for Janitorial Services to Pathway Enterprises, Inc. (OregonForward - Formerly QRF Program)	
From	Michael Morrison Ralph Sartain Rachel Dials	Operations Deputy Director Fire Chief Interim Parks Director
Contact	michael.morrison@ashland.or.us 541-552-2325 ralph.sartain@ashland.or.us 541-552-2229 rachel@dials@ashland.or.us 541-552-2260	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

This request is seeking approval to award a public contract to **Pathway Enterprises, Inc.** to provide **janitorial services** for **City Facilities, Fire Station #1, Parks Recreation Facilities,** and **Parks Restrooms and Trash Services**. Pathway Enterprises, Inc. is a local qualified Oregon Forward Program contractor that is qualified to provide janitorial services for the City of Ashland. The Oregon Forward Program was formerly known as the Qualified Rehabilitation Facility (QRF) Program. The term for the new contract for Janitorial Services will begin on July 1, 2023, and end June 30, 2024.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

The following information, along with guidelines, procurement contractor lists and laws governing the Oregon Forward Program can be found online at:

https://www.oregon.gov/das/Procurement/Pages/OregonForward.aspx

The Oregon Forward Program, formerly known as the QRF Program, fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities. Through a network of qualified nonprofit contractors, a uniquely skilled and diverse workforce is trained and employed to provide goods and services procured by state and local government agencies.

Oregon Forward is a state-run purchasing program promoting meaningful job opportunities for adults living with disabilities. Oregon's Department of Administrative Services (DAS) oversees a network of qualified nonprofit providers, Oregon Forward Contractors or OFCs, that fulfill a variety of public agency product and service needs across the state. The Oregon Forward program supports productive lives and helps create bright futures by fulfilling the needs of state and local government agencies.

ORS 279.850 Procurement of product or service; agreements for procurement; exceptions; preferences. *(1)(a) Except as provided in paragraph (b) of this subsection and subject to paragraph (c) of this subsection,* ***a public agency that intends to procure a product or service on the procurement list that the Oregon Department of Administrative Services established under ORS 279.845 shall, in accordance with the department's rules, procure the product or service at the price the department establishes from a qualified nonprofit agency for individuals with disabilities, provided that the product or service is of the appropriate specifications and is available within the period the public agency requires.***

FISCAL IMPACTS

Funds are budgeted each fiscal year for janitorial services.

Janitorial Services	FY 2024
COA Living Wage	**$18.12**
City Facilities	**$185,453.52**
Fire Station #1	**8,732.66**
Parks Recreation Facilities	**30,517.32**
Parks Restrooms and Trash Services	**222,526.27**
Total Amount	**$447,229.77**

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

Staff recommends the public contract for janitorial services be awarded to Pathways Enterprises, Inc.

REFERENCES & ATTACHMENTS

Costing Workbooks

- City Facilities
- Fire Station #1
- Parks Recreation Facilities
- Parks Restrooms and Trash Services

Pathway Enterprises, Inc.

Communication Teamwork Professionalism Opportunity

Office: (541) 973-2728 Fax: (541) 973-2729

Property Service License #40205 *CCB License #218417*

April 26, 2023

Wes Hoadley
Maintenance and Safety Supervisor
City of Ashland
90 N. Mountain Ave.
Ashland, OR 97520

Dear Mr. Hoadley,

Pathway Enterprises is requesting a pricing adjustment for the 23-24 contract period. The reason for the changes are as follows:

- Incorporation of the updated Living Wage for the City of Ashland at $18.12 per hour. Supervisory wages were calculated at 1.3 times that of a worker. This resulted in a supervisory rate of $24.10 per hour.
- Updates for supply expenses, fringe expenses, and agency overhead.

In total we are requesting $185,453.52 annually for cleaning services.

The monthly breakdown of costs is as follows:

Annual 2023 - 2024	Monthly Rates	# Weekly Services
City Hall	2,106.86	5
Community Development	2,808.21	3 Full, 2 Partial
Municipal Courts	1,738.06	3 Full, 2 Partial
Police Dept	4,009.83	7
Service Center	2,258.03	4
Street Shop	877.25	3
Floor Services	1,462.45	Twice Annual
Total	$15,260.69	

Pathway Enterprises, Inc.

ISSA MEMBER

Communication Teamwork Professionalism Opportunity

Office: (541) 973-2728 Fax: (541) 973-2729

I appreciate your consideration and look forward to another year serving the City of Ashland.

Sincerely,

Richard Simpson

Richard Simpson
Commercial Contracts Director
Pathway Enterprises, Inc.
Cell 541-601-4550
Office 541-973-2728

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS

revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Facility Floors 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 2,514.97
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 862.04
		Subtotal 1	$ 3,377.01
Labor			
Direct Labor	(from labor daily worksheet)		$ 9,844.66
Overhead			
See Overhead Worksheet			$ 3,274.71
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 16,496.38
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 1,052.96
		Total Bid Yearly	$ 17,549.34
		Monthly	$ 1,462.45

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland Facility Floors 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02		$ -	$ -
2	Arsenal #2 Window Clean	$ 0.91		$ -	$ -
3	Arsenal #5 Restroom Cleaner	$ 1.32		$ -	$ -
4	Arsenal #6 Vindicator	$ 0.86		$ -	$ -
5	Barkeepers Friend Liquid	$ 5.92		$ -	$ -
6	Barkeepers Friend Stainless Steel Polish	$ 5.92		$ -	$ -
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45		$ -	$ -
9	Ziz-O Paste	$ 5.82		$ -	$ -
10	Angler Broom	$ 5.90		$ -	$ -
11	Cleaning Terry Cloth Rag	$ 0.49		$ -	$ -
12	Dust Mop 36" Frame	$ 10.48		$ -	$ -
13	Dust Mop Handle	$ 8.29		$ -	$ -
14	Dust Mop Head 36"	$ 16.47		$ -	$ -
15	Dust Pan	$ 9.60		$ -	$ -
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08		$ -	$ -
18	Melamine Erasing Sponge (24)	$ 26.70		$ -	$ -
19	Pro Guard Nitrile Gloves (400)	$ 42.50		$ -	$ -
20	Scour Sponge White (Case)	$ 38.40		$ -	$ -
21	Toilet Brush	$ 1.87		$ -	$ -
22	Trigger Sprayer w/ Bottle	$ 2.40		$ -	$ -
23	Unger Micro Washer Sleeve	$ 1.95		$ -	$ -
24	Mop Head	$ 3.83	0.5000	$ 1.915000	$ 22.98
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75	0.1667	$ 1.458333	$ 17.50
27	Sensor Bags (10 Pack)	$ 28.51	0.0833	$ 2.375833	$ 28.51
28	Brute Caddy Bag	$ 59.35		$ -	$ -
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42		$ -	$ -
31	Deep Six Defoamer	$ 12.11	0.2500	$ 3.027500	$ 36.33
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62	3.0000	$ 79.860000	$ 958.32
34	Heavy Duty Stripper	$ 18.45	2.0000	$ 36.900000	$ 442.80
35	Arsenal Nuetralizer Packs	$ 0.45	5.0000	$ 2.250000	$ 27.00
36	Folex Carpet Spotter	$ 16.25	2.0000	$ 32.500000	$ 390.00
37	Easy Shine Reusable Pouches	$ 10.61	0.2500	$ 2.652500	$ 31.83
38	20" Black Strip Pads	$ 6.00	3.0000	$ 18.000000	$ 216.00
39	20" Brown Strip Pads	$ 6.00	2.0000	$ 12.000000	$ 144.00
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26	2.0000	$ 8.520000	$ 102.24
42	Doodle Bug Pad	$ 2.26	2.0000	$ 4.520000	$ 54.24
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22	0.0833	$ 3.601667	$ 43.22
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 209.580833	$ 2,514.97

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57		$ -
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29		$ -
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mo	$ 76.72	36	12	33%	$ 25.57	5%	$ 1.28	3	$ 3.84
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	5%	$ 11.88	1	$ 11.88
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	5%	$ 25.90	1	$ 25.90
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	5%	$ 27.38	1	$ 27.38
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	5%	$ 45.00	1	$ 45.00
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	5%	$ 24.00	1	$ 24.00
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	5%	$ 20.83	1	$ 20.83
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	5%	$ 28.32	1	$ 28.32
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	5%	$ 28.12	1	$ 28.12
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	5%	$ 39.28	1	$ 39.28
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23	Periodics Van	$36,450.00	72	12	17%	$ 6,075.00	10%	$ 607.50	1	$ 607.50
24				12						
25				12						
									Total	$ 862.04

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**

Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.

Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.

Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)

Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.

# of Units = Multiply by units needed to complete the contract/service.

Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR

Direct Labor

Pathway Enterprises, Inc.

City of Ashland Facility Floors 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	City Hall Carpet	11.00	$ 22.00	100%	$ 242.00	0.0765	$ 18.51	2.69%	$ 6.51	0.43%	$ 1.05	29.11%		$ 70.45	$ 338.52	2	$ 677.03	22.0
2	City Hall Hard FL	2.00	$ 22.00	100%	$ 44.00	0.0765	$ 3.37	2.69%	$ 1.18	0.43%	$ 0.19	29.11%		$ 12.81	$ 61.55	2	$ 123.10	4.0
3	Comm Dev Carpet	22.00	$ 22.00	100%	$ 484.00	0.0765	$ 37.03	2.69%	$ 13.02	0.43%	$ 2.10	29.11%		$ 140.89	$ 677.03	2	$ 1,354.07	44.0
4	Comm Dev Hard FL	4.00	$ 22.00	100%	$ 88.00	0.0765	$ 6.73	2.69%	$ 2.37	0.43%	$ 0.38	29.11%		$ 25.62	$ 123.10	2	$ 246.19	8.0
5	Courts Carpet	8.00	$ 22.00	100%	$ 176.00	0.0765	$ 13.46	2.69%	$ 4.73	0.43%	$ 0.76	29.11%		$ 51.23	$ 246.19	4	$ 984.78	32.0
6	Courts Hard FL	2.00	$ 22.00	100%	$ 44.00	0.0765	$ 3.37	2.69%	$ 1.18	0.43%	$ 0.19	29.11%		$ 12.81	$ 61.55	2	$ 123.10	4.0
7	Police Carpet	12.00	$ 22.00	100%	$ 264.00	0.0765	$ 20.20	2.69%	$ 7.10	0.43%	$ 1.14	29.11%		$ 76.85	$ 369.29	2	$ 738.58	24.0
8	Police Hard FL	32.00	$ 22.00	100%	$ 704.00	0.0765	$ 53.86	2.69%	$ 18.94	0.43%	$ 3.05	29.11%		$ 204.93	$ 984.78	2	$ 1,969.55	64.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10	Service Ctr Carpet	8.00	$ 22.00	100%	$ 176.00	0.0765	$ 13.46	2.69%	$ 4.73	0.43%	$ 0.76	29.11%		$ 51.23	$ 246.19	2	$ 492.39	16.0
11	Service Ctr Hard FL	20.00	$ 22.00	100%	$ 440.00	0.0765	$ 33.66	2.69%	$ 11.84	0.43%	$ 1.91	29.11%		$ 128.08	$ 615.49	2	$ 1,230.97	40.0
12	Streets Carpet	1.00	$ 22.00	100%	$ 22.00	0.0765	$ 1.68	2.69%	$ 0.59	0.43%	$ 0.10	29.11%		$ 6.40	$ 30.77	2	$ 61.55	2.0
13	Streets Hard FL	10.00	$ 22.00	100%	$ 220.00	0.0765	$ 16.83	2.69%	$ 5.92	0.43%	$ 0.95	29.11%		$ 64.04	$ 307.74	2	$ 615.49	20.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16	Supervision	15.00	$ 29.26	100%	$ 438.90	0.0765	$ 33.58	2.69%	$ 11.81	0.43%	$ 1.89	29.11%		$ 127.76	$ 613.93	2	$ 1,227.87	30.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 4,676.14	Total	$ 9,844.66	310.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8), it could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed)
to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	310
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Police Department Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,729.45
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 389.11
		Subtotal 1	$ 2,118.56
Labor			
Direct Labor	(from labor daily worksheet)		$ 34,133.55
Overhead			
See Overhead Worksheet			$ 8,978.82
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 45,230.93
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 2,887.08
		Total Bid Yearly	$ 48,118.01
		Monthly	$ 4,009.83

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland Police Department Janitorial 23-24

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	31.0000	$ 31.620000	$ 379.44
2	Arsenal #2 Window Clean	$ 0.91	5.0000	$ 4.550000	$ 54.60
3	Arsenal #5 Restroom Cleaner	$ 1.32	5.0000	$ 6.600000	$ 79.20
4	Arsenal #6 Vindicator	$ 0.86	10.0000	$ 8.600000	$ 103.20
5	Barkeepers Friend Liquid	$ 5.92	2.0000	$ 11.840000	$ 142.08
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.5000	$ 2.910000	$ 34.92
10	Angler Broom	$ 5.90	0.2500	$ 1.475000	$ 17.70
11	Cleaning Terry Cloth Rag	$ 0.49	20.0000	$ 9.750000	$ 117.00
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.872984	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690557	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.2500	$ 4.117500	$ 49.41
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.2500	$ 2.270000	$ 27.24
18	Melamine Erasing Sponge (24)	$ 26.70	0.0833	$ 2.225000	$ 26.70
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.6667	$ 28.333333	$ 340.00
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.200000	$ 38.40
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.1667	$ 0.33	$ 3.90
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42		$ -	$ -
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53	0.1667	$ 3.421667	$ 41.06
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 144.121041	$ 1,729.45

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67	1	$ 142.67
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 389.11

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**

Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.

Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.

Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)

Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.

# of Units = Multiply by units needed to complete the contract/service.

Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Police Department Janitorial 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	3.50	$ 18.12	100%	$ 63.42	0.0765	$ 4.85	2.69%	$ 1.71	0.43%	$ 0.27	29.11%		$ 18.46	$ 88.71	365	$ 32,380.54	1,277.5
2	Supervision	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,753.01	52.0
3					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 122.43	Total	$ 34,133.55	1,329.5

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.60%
401 K	1.38%

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Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	1,330
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland City Hall Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,206.50
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,452.94
Labor			
Direct Labor	(from labor daily worksheet)		$ 17,594.76
Overhead			
See Overhead Worksheet			$ 4,717.68
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 23,765.39
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 1,516.94
		Total Bid Yearly	$ 25,282.32
		Monthly	$ 2,106.86

Work Area

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	22.0000	$ 22.440000	$ 269.28
2	Arsenal #2 Window Clean	$ 0.91	4.0000	$ 3.640000	$ 43.68
3	Arsenal #5 Restroom Cleaner	$ 1.32	4.0000	$ 5.280000	$ 63.36
4	Arsenal #6 Vindicator	$ 0.86	8.0000	$ 6.880000	$ 82.56
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983333	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.873333	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690833	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.1667	$ 2.745000	$ 32.94
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513333	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0417	$ 1.112500	$ 13.35
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.4167	$ 17.708333	$ 212.50
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.200000	$ 38.40
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 100.541667	$ 1,206.50

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland City Hall Janitorial 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	2.50	$ 18.12	100%	$ 45.30	0.0765	$ 3.47	2.69%	$ 1.22	0.43%	$ 0.20	29.11%		$ 13.19	$ 63.37	250	$ 15,841.75	625.0
2	Supervision	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,753.01	52.0
3					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 97.08	Total	$ 17,594.76	677.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	677
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	**2,339,376.08**

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Service Center Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,280.54
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,526.98
Labor			
Direct Labor	(from labor daily worksheet)		$ 18,887.45
Overhead			
See Overhead Worksheet			$ 5,056.19
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 25,470.61
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 1,625.78
		Total Bid Yearly	$ 27,096.40
		Monthly	$ 2,258.03

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland Service Center Janitorial 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	22.0000	$ 22.440000	$ 269.28
2	Arsenal #2 Window Clean	$ 0.91	4.0000	$ 3.640000	$ 43.68
3	Arsenal #5 Restroom Cleaner	$ 1.32	4.0000	$ 5.280000	$ 63.36
4	Arsenal #6 Vindicator	$ 0.86	8.0000	$ 6.880000	$ 82.56
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983333	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.873333	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690833	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.1667	$ 2.745000	$ 32.94
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513333	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0417	$ 1.112500	$ 13.35
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.5000	$ 21.250000	$ 255.00
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.200000	$ 38.40
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27	0.0833	$ 1.772500	$ 21.27
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53	0.0417	$ 0.855417	$ 10.27
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 106.711250	$ 1,280.54

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines
Blind cleaning machines
Sweepers
Carpet extractors
Auto scrubbers
Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Service Center Janitorial 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	3.25	$ 18.12	100%	$ 58.89	0.0765	$ 4.51	2.69%	$ 1.58	0.43%	$ 0.25	29.11%		$ 17.14	$ 82.38	208	$ 17,134.44	676.0
2	Supervision	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,753.01	52.0
3					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 116.09	Total	$ 18,887.45	728.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	728
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Community Development Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,206.50
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,452.94
Labor			
Direct Labor	(from labor daily worksheet)		$ 23,935.55
Overhead			
See Overhead Worksheet			$ 6,288.15
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 31,676.64
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 2,021.91
		Total Bid Yearly	$ 33,698.55
		Monthly	$ 2,808.21

Work Area

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	22.0000	$ 22.440000	$ 269.28
2	Arsenal #2 Window Clean	$ 0.91	4.0000	$ 3.640000	$ 43.68
3	Arsenal #5 Restroom Cleaner	$ 1.32	4.0000	$ 5.280000	$ 63.36
4	Arsenal #6 Vindicator	$ 0.86	8.0000	$ 6.880000	$ 82.56
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983333	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.873333	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690833	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.1667	$ 2.745000	$ 32.94
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513333	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0417	$ 1.112500	$ 13.35
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.4167	$ 17.708333	$ 212.50
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.200000	$ 38.40
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 100.541667	$ 1,206.50

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**

Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.

Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.

Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)

Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.

# of Units = Multiply by units needed to complete the contract/service.

Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Community Development Janitorial 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor 2x	3.25	$ 18.12	100%	$ 58.89	0.0765	$ 4.51	2.69%	$ 1.58	0.43%	$ 0.25	29.11%		$ 17.14	$ 82.38	104	$ 8,567.22	338.0
2	Janitor 3x	3.00	$ 18.12	100%	$ 54.36	0.0765	$ 4.16	2.69%	$ 1.46	0.43%	$ 0.24	29.11%		$ 15.82	$ 76.04	156	$ 11,862.30	468.0
3	Supervision	2.00	$ 24.10	100%	$ 48.20	0.0765	$ 3.69	2.69%	$ 1.30	0.43%	$ 0.21	29.11%		$ 14.03	$ 67.42	52	$ 3,506.03	104.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 225.84	Total	$ 23,935.55	910.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	910
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS

revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Municipal Court 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,206.50
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,452.94
Labor			
Direct Labor	(from labor daily worksheet)		$ 14,260.51
Overhead			
See Overhead Worksheet			$ 3,891.86
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 19,605.32
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 1,251.40
		Total Bid Yearly	$ 20,856.72
		Monthly	$ 1,738.06

Work Area

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	22.0000	$ 22.440000	$ 269.28
2	Arsenal #2 Window Clean	$ 0.91	4.0000	$ 3.640000	$ 43.68
3	Arsenal #5 Restroom Cleaner	$ 1.32	4.0000	$ 5.280000	$ 63.36
4	Arsenal #6 Vindicator	$ 0.86	8.0000	$ 6.880000	$ 82.56
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983333	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.873333	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690833	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.1667	$ 2.745000	$ 32.94
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513333	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0417	$ 1.112500	$ 13.35
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.4167	$ 17.708333	$ 212.50
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.200000	$ 38.40
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 100.541667	$ 1,206.50

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS

Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Municipal Court 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor 2x	2.50	$ 18.10	100%	$ 45.25	0.0765	$ 3.46	2.69%	$ 1.22	0.43%	$ 0.20	29.11%		$ 13.17	$ 63.30	104	$ 6,582.89	260.0
2	Janitor 3x	1.50	$ 18.10	100%	$ 27.15	0.0765	$ 2.08	2.69%	$ 0.73	0.43%	$ 0.12	29.11%		$ 7.90	$ 37.98	156	$ 5,924.60	234.0
3	Supervision	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,753.01	52.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 134.99	Total	$ 14,260.51	546.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed)
to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	546
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



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SUMMARY OF ANNUAL COSTS

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Oregon Department of Administrative Services
Project Costing Worksheet

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QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Street and Shop Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 989.01
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,235.45
Labor			
Direct Labor	(from labor daily worksheet)		$ 6,695.64
Overhead			
See Overhead Worksheet			$ 1,964.35
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 9,895.44
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 631.62
		Total Bid Yearly	$ 10,527.06
		Monthly	$ 877.25

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland Street and Shop Janitorial 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	18.0000	$ 18.360000	$ 220.32
2	Arsenal #2 Window Clean	$ 0.91	3.0000	$ 2.730000	$ 32.76
3	Arsenal #5 Restroom Cleaner	$ 1.32	3.0000	$ 3.960000	$ 47.52
4	Arsenal #6 Vindicator	$ 0.86	6.0000	$ 5.160000	$ 61.92
5	Barkeepers Friend Liquid	$ 5.92	0.7500	$ 4.440000	$ 53.28
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	1.0000	$ 3.450000	$ 41.40
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983530	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.872984	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690557	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.1250	$ 2.058750	$ 24.71
15	Dust Pan	$ 9.60	0.2500	$ 2.400000	$ 28.80
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513636	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0416	$ 1.110720	$ 13.33
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.4167	$ 17.708333	$ 212.50
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.198720	$ 38.38
21	Toilet Brush	$ 1.87	0.5000	$ 0.935000	$ 11.22
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51		$ -	$ -
28	Brute Caddy Bag	$ 59.35		$ -	$ -
29	Ninja T Bar	$ 21.27	0.0833	$ 1.772500	$ 21.27
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 82.417230	$ 989.01

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines
Blind cleaning machines
Sweepers
Carpet extractors
Auto scrubbers
Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Street and Shop Janitorial 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	1.25	$ 18.12	100%	$ 22.65	0.0765	$ 1.73	2.69%	$ 0.61	0.43%	$ 0.10	29.11%		$ 6.59	$ 31.68	156	$ 4,942.63	195.0
2	Supervision	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,753.01	52.0
3					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 65.40	Total	$ 6,695.64	247.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc).
In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	247
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Pathway Enterprises, Inc.

Communication Teamwork Professionalism Opportunity

Office: (541) 973-2728 Fax: (541) 973-2729

Property Service License #40205 *CCB License #218417*

June 12, 2023

Ralph Sartain
Fire Chief
City of Ashland
90 N. Mountain Ave.
Ashland, OR 97520

Dear Mr. Sartain,

Pathway Enterprises is requesting a pricing adjustment for the 23-24 contract period. The reason for the changes are as follows:

- Incorporation of the updated Living Wage for the City of Ashland at $18.12 per hour. Supervisory wages were calculated at 1.3 times that of a worker. This resulted in a supervisory rate of $24.10 per hour.
- Updates for supply expenses, fringe expenses, and agency overhead.

The current cleaning service pricing is $7,589.28, and we are requesting an increase to $8,732.66 annually. This increases the overall cost by $1,143.38 per year.

I appreciate your consideration and look forward to another year serving the City of Ashland.

Sincerely,

Richard Simpson

Richard Simpson
Commercial Contracts Director
Pathway Enterprises, Inc.
Cell 541-601-4550
Office 541-973-2728

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 1/20/2023

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Fire Department 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 545.55
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 212.87
		Subtotal 1	$ 758.42
Labor			
Direct Labor	(from labor daily worksheet)		$ 5,820.77
Overhead			
See Overhead Worksheet			$ 1,629.51
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 8,208.70
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 523.96
		Total Bid Yearly	$ 8,732.66
		Monthly	$ 727.72

Work Area

Raw Materials:
This category is often spelled out in the Request for Offer (RFQ). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	10.0000	$ 10.200000	$ 122.400000
2	Arsenal #2 Window Clean	$ 0.91	2.0000	$ 1.820000	$ 21.840000
3	Arsenal #5 Restroom Cleaner	$ 1.32	2.0000	$ 2.640000	$ 31.680000
4	Arsenal #6 Vindicator	$ 0.86	4.0000	$ 3.440000	$ 41.280000
5	Barkeepers Friend Liquid	$ 5.92	0.5000	$ 2.960000	$ 35.520000
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.1250	$ 0.740000	$ 8.880000
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98	0.2500	$ 0.745000	$ 8.940000
8	Wenco Aero Glass Cleaner	$ 3.45	0.5000	$ 1.725000	$ 20.700000
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.460000
10	Angler Broom	$ 5.90	0.0833	$ 0.491470	$ 5.897640
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.250000
12	Dust Mop 36" Frame	$ 10.48		$ -	$ -
13	Dust Mop Handle	$ 8.29		$ -	$ -
14	Dust Mop Head 36"	$ 16.47		$ -	$ -
15	Dust Pan	$ 9.60	0.0833	$ 0.799680	$ 9.596160
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.0833	$ 0.756364	$ 9.076368
18	Melamine Erasing Sponge (24)	$ 26.70		$ -	$ -
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.0833	$ 3.540250	$ 42.483000
20	Scour Sponge White (Case)	$ 38.40	0.0416	$ 1.597440	$ 19.169280
21	Toilet Brush	$ 1.87	0.1667	$ 0.311729	$ 3.740748
22	Trigger Sprayer w/ Bottle	$ 2.40	0.5000	$ 1.200000	$ 14.400000
23	Unger Micro Washer Sleeve	$ 1.95	0.1677	$ 0.327015	$ 3.924180
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.490000
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.0833	$ 2.374883	$ 28.498596
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.943855	$ 59.326260
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42		$ -	$ -
31	Deep Six Defoamer	$ 12.11		$ -	$ -
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62		$ -	$ -
34	Heavy Duty Stripper	$ 18.45		$ -	$ -
35	Arsenal Nuetralizer Packs	$ 0.45		$ -	$ -
36	Folex Carpet Spotter	$ 16.25		$ -	$ -
37	Easy Shine Reusable Pouches	$ 10.61		$ -	$ -
38	20" Black Strip Pads	$ 6.00		$ -	$ -
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26		$ -	$ -
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 45.46	$ 545.552232

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines — Carpet extractors
Ride cleaning machines — Auto scrubbers
Sweepers — Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS

Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$ 100.72	36	12	33%	$ 33.57	100%	$ 33.57		$ -
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo M	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	10%	$ 23.75		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	10%	$ 37.65		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	10%	$ 51.80		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	10%	$ 54.76		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	10%	$ 90.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	10%	$ 48.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	10%	$ 41.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	10%	$ 56.64		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	10%	$ 29.93		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	10%	$ 56.24		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	10%	$ 76.00		$ -
17	T-300 Auto Scrubber	$ 7,514.00	60	12	20%	$ 1,502.80	10%	$ 150.28		$ -
18	Nautilus Extractor	$ 3,928.00	60	12	20%	$ 785.60	10%	$ 78.56		$ -
19	Trailer Mounted Pressure Washer	$ 15,297.00	84	12	14%	$ 2,185.29	10%	$ 218.53		$ -
20	Cold Water Pressure Washer	$ 866.00	60	12	20%	$ 173.20	10%	$ 17.32		$ -
21	Carbon Fiber Water Fed Pole	$ 4,336.76	60	12	20%	$ 867.35	10%	$ 86.74		$ -
22				12						
23				12						
24				12						
25				12						
26				12						
27				12						
28				12						
29				12						
30				12						
31				12						
32				12						
33				12						
34				12						
35				12						
36				12						
37				12						
38				12						
39				12						
40				12						
41				12						
42				12						
43				12						
44				12						
45				12						
46				12						
47				12						
48				12						
49				12						
50				12						
									Total	$ 212.87

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR

Direct Labor
Pathway Enterprises, Inc.
City of Ashland Fire Department 23-24

	Worker Description	Work Hours	Hourly Rate	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemployment %	Sub-Total 4	Other Benefits %	Other Benefit Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Main Restrooms	0.50	$ 18.12	$ 9.06	7.65%	$ 0.69	2.69%	$ 0.24	0.43%	$ 0.04	29.11%		$ 2.64	$ 12.67	260	$ 3,295.08	130.0
2	Vacuuming	0.50	$ 18.12	$ 9.06	7.65%	$ 0.69	2.69%	$ 0.24	0.43%	$ 0.04	29.11%		$ 2.64	$ 12.67	104	$ 1,318.03	52.0
3	Lobby	0.50	$ 18.12	$ 9.06	7.65%	$ 0.69	2.69%	$ 0.24	0.43%	$ 0.04	29.11%		$ 2.64	$ 12.67	52	$ 659.02	26.0
4	Training Room	0.25	$ 18.12	$ 4.53	7.65%	$ 0.35	2.69%	$ 0.12	0.43%	$ 0.02	29.11%		$ 1.32	$ 6.34	52	$ 329.51	13.0
5	Supervision	0.25	$ 24.10	$ 6.03	7.65%	$ 0.46	2.69%	$ 0.16	0.43%	$ 0.03	29.11%		$ 1.75	$ 8.43	26	$ 219.13	6.5
6				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11	Floor Tech		$ 20.00	$ -	7.65%	$ -	2.69%	$ -	0.43%	$ -	29.11%		$ -	$ -	2	$ -	0.0
12	Carpet Tech		$ 20.00	$ -	7.65%	$ -	2.69%	$ -	0.43%	$ -	29.11%		$ -	$ -	2	$ -	0.0
13	Window Tech		$ 20.00	$ -	7.65%	$ -	2.69%	$ -	0.43%	$ -	29.11%		$ -	$ -	2	$ -	0.0
14	Supervision		$ 26.00	$ -	7.65%	$ -	2.69%	$ -	0.43%	$ -	29.11%		$ -	$ -	2	$ -	0.0
15				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
31				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
32				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
33				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
34				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
35				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
36				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
37				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
38				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
39				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
40				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
41				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
42				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
43				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
44				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
45				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
46				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
47				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
48				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
49				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
50				$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
													Total	$ 52.78	Total	$ 5,820.77	227.5

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5
Times Per Year = This is the days or shifts worked per year
Annual Total Labor = Times per year multiplied by daily/per item labor
Annual Labor Hours = Work hours multiplied by times per year
Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the Indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.
Matching FICA
Workers' Comp at your cost
Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc).
In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:
For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a percentage.

Dollar-Figure Sum Method:
You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:
To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	228
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	**$**	**2,339,376.08**

WORK AREA:
Use the area below to show how you arrived at the final figure that you show as your total Overhead

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Pathway Enterprises, Inc.

Communication Teamwork Professionalism Opportunity

Office: (541) 973-2728 Fax: (541) 973-2729

Property Service License #40205 *CCB License #218417*

May 9, 2023

Rachel Dials
Recreation Superintendent
City of Ashland
340 S. Pioneer Street
Ashland, OR 97520

Dear Ms. Dials,

Pathway Enterprises is requesting a pricing adjustment for services for the City of Ashland Parks Department. The reason for the changes are as follows:

- Incorporation of the updated Living Wage for the City of Ashland at $18.12 per hour. Supervisory wages were calculated at 1.3 times that of a worker. This resulted in a supervisory rate of $24.10 per hour.
- July 1, 2023 rates for special projects workers will be $22.00 per hour.
- Updates were incorporated for supply costs, overhead expenses, and fringe expenses.

In total we are requesting $30,517.32 annually. I have attached the State Costing Workbooks and minimum cleaning standards.

The monthly breakdown of costs are as follows:

Annual 2023 - 2024	Monthly Price	# Weekly Services
Nature Center	634.44	1
The Grove	553.89	1
Senior Center	1,354.78	5
Total	$2,543.11	

I appreciate your consideration and look forward to another year serving the City of Ashland Parks Department.

Sincerely,

Richard Simpson

Richard Simpson
Commercial Contracts Director
Pathway Enterprises, Inc.

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Nature Center Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 517.44
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 763.88
Labor			
Direct Labor	(from labor daily worksheet)		$ 4,971.96
Overhead			
See Overhead Worksheet			$ 1,420.64
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 7,156.48
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 456.80
		Total Bid Yearly	$ 7,613.28
		Monthly	$ 634.44

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland Nature Center Janitorial 23-24

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	5.0000	$ 5.100000	$ 61.20
2	Arsenal #2 Window Clean	$ 0.91	1.0000	$ 0.910000	$ 10.92
3	Arsenal #5 Restroom Cleaner	$ 1.32	1.0000	$ 1.320000	$ 15.84
4	Arsenal #6 Vindicator	$ 0.86	2.0000	$ 1.720000	$ 20.64
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.1250	$ 0.740000	$ 8.88
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	0.2500	$ 0.862500	$ 10.35
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.0833	$ 0.491667	$ 5.90
11	Cleaning Terry Cloth Rag	$ 0.49	3.0000	$ 1.462500	$ 17.55
12	Dust Mop 36" Frame	$ 10.48		$ -	$ -
13	Dust Mop Handle	$ 8.29		$ -	$ -
14	Dust Mop Head 36"	$ 16.47		$ -	$ -
15	Dust Pan	$ 9.60	0.1667	$ 1.600000	$ 19.20
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.0833	$ 0.756667	$ 9.08
18	Melamine Erasing Sponge (24)	$ 26.70	0.0417	$ 1.112500	$ 13.35
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.0833	$ 3.541667	$ 42.50
20	Scour Sponge White (Case)	$ 38.40	0.0278	$ 1.066667	$ 12.80
21	Toilet Brush	$ 1.87	0.0833	$ 0.155833	$ 1.87
22	Trigger Sprayer w/ Bottle	$ 2.40	0.2500	$ 0.600000	$ 7.20
23	Unger Micro Washer Sleeve	$ 1.95		$ -	$ -
24	Mop Head	$ 3.83	0.1667	$ 0.638333	$ 7.66
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.0278	$ 0.791944	$ 9.50
28	Brute Caddy Bag	$ 59.35		$ -	$ -
29	Ninja T Bar	$ 21.27		$ -	$ -
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11	0.0278	$ 0.336389	$ 4.04
32	Take Down Fresh and Clean	$ 20.53		$ -	$ -
33	Timesaver Floor Finish	$ 26.62	0.1667	$ 4.436667	$ 53.24
34	Heavy Duty Stripper	$ 18.45	0.0833	$ 1.537500	$ 18.45
35	Arsenal Nuetralizer Packs	$ 0.45	0.5000	$ 0.225000	$ 2.70
36	Folex Carpet Spotter	$ 16.25	0.0833	$ 1.354167	$ 16.25
37	Easy Shine Reusable Pouches	$ 10.61	0.0833	$ 0.884167	$ 10.61
38	20" Black Strip Pads	$ 6.00	0.2500	$ 1.500000	$ 18.00
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26	0.3300	$ 0.745800	$ 8.95
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 43.119967	$ 517.44

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS

Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Nature Center Janitorial 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Weekly	2.00	$ 18.12	100%	$ 36.24	0.0765	$ 2.77	2.69%	$ 0.97	0.43%	$ 0.16	29.11%		$ 10.55	$ 50.69	52	$ 2,636.07	104.0
2	Janitor Monthly	0.50	$ 18.12	100%	$ 9.06	0.0765	$ 0.69	2.69%	$ 0.24	0.43%	$ 0.04	29.11%		$ 2.64	$ 12.67	12	$ 152.08	6.0
3	Carpet	6.00	$ 22.00	100%	$ 132.00	0.0765	$ 10.10	2.69%	$ 3.55	0.43%	$ 0.57	29.11%		$ 38.43	$ 184.65	2	$ 369.29	12.0
4	Hard Floors	1.00	$ 22.00	100%	$ 22.00	0.0765	$ 1.68	2.69%	$ 0.59	0.43%	$ 0.10	29.11%		$ 6.40	$ 30.77	2	$ 61.55	2.0
5	Supervisor	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	0.43%	$ 0.10	29.11%		$ 7.02	$ 33.71	52	$ 1,752.98	52.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 312.50	Total	$ 4,971.96	176.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $60.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	176
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland facilty The Grove Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 950.48
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,196.92
Labor			
Direct Labor	(from labor daily worksheet)		$ 3,810.71
Overhead			
See Overhead Worksheet			$ 1,240.27
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 6,247.90
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 398.80
		Total Bid Yearly	$ 6,646.70
		Monthly	$ 553.89

Work Area

RAW MATERIALS

Supplies

Pathway Enterprises, Inc.

City of Ashland facilty The Grove Janitorial 23-24

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	6.0000	$ 6.120000	$ 73.44
2	Arsenal #2 Window Clean	$ 0.91	1.0000	$ 0.910000	$ 10.92
3	Arsenal #5 Restroom Cleaner	$ 1.32	1.0000	$ 1.320000	$ 15.84
4	Arsenal #6 Vindicator	$ 0.86	2.0000	$ 1.720000	$ 20.64
5	Barkeepers Friend Liquid	$ 5.92	0.5000	$ 2.960000	$ 35.52
6	Barkeepers Friend Stainless Steel Polish	$ 5.92		$ -	$ -
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	0.5000	$ 1.725000	$ 20.70
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983530	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	5.0000	$ 2.437500	$ 29.25
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.872984	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690557	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.2500	$ 4.117500	$ 49.41
15	Dust Pan	$ 9.60	0.1677	$ 1.609920	$ 19.32
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513636	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0833	$ 2.224110	$ 26.69
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.0833	$ 3.541667	$ 42.50
20	Scour Sponge White (Case)	$ 38.40	0.0417	$ 1.600000	$ 19.20
21	Toilet Brush	$ 1.87	0.2500	$ 0.467500	$ 5.61
22	Trigger Sprayer w/ Bottle	$ 2.40	0.5000	$ 1.200000	$ 14.40
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51	0.1667	$ 4.751667	$ 57.02
28	Brute Caddy Bag	$ 59.35	0.0833	$ 4.945833	$ 59.35
29	Ninja T Bar	$ 21.27	0.0833	$ 1.772500	$ 21.27
30	Chewing Gum Remover	$ 7.42		$ -	$ -
31	Deep Six Defoamer	$ 12.11	0.0833	$ 1.008763	$ 12.11
32	Take Down Fresh and Clean	$ 20.53	0.1667	$ 3.421667	$ 41.06
33	Timesaver Floor Finish	$ 26.62	0.3333	$ 8.873245	$ 106.48
34	Heavy Duty Stripper	$ 18.45	0.1677	$ 3.094065	$ 37.13
35	Arsenal Nuetralizer Packs	$ 0.45	1.0000	$ 0.450000	$ 5.40
36	Folex Carpet Spotter	$ 16.25	0.2500	$ 4.062500	$ 48.75
37	Easy Shine Reusable Pouches	$ 10.61	0.2500	$ 2.652500	$ 31.83
38	20" Black Strip Pads	$ 6.00	0.5000	$ 3.000000	$ 36.00
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26	1.0000	$ 2.260000	$ 27.12
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 79.206643	$ 950.48

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**

Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.

Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.

Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)

Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.

# of Units = Multiply by units needed to complete the contract/service.

Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland facilty The Grove Janitorial 23-24

Oregon Department of Administrative Services
Project Costing Worksheet

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	1.25	$ 18.12	100%	$ 22.65	0.0765	$ 1.73	2.69%	$ 0.61	0.43%	$ 0.10	29.11%		$ 6.59	$ 31.68	52	$ 1,647.54	65.0
2	Carpets	8.00	$ 22.00	100%	$ 176.00	0.0765	$ 13.46	2.69%	$ 4.73	0.43%	$ 0.76	29.11%		$ 51.23	$ 246.19	2	$ 492.39	16.0
3	Hard Floors	10.00	$ 22.00	100%	$ 220.00	0.0765	$ 16.83	2.69%	$ 5.92	0.43%	$ 0.95	29.11%		$ 64.04	$ 307.74	2	$ 615.49	20.0
4					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
5	Supervisor	1.00	$ 24.10	100%	$ 24.10	0.0765	$ 1.84	2.69%	$ 0.65	43.00%	$ 10.36	29.11%		$ 7.02	$ 43.97	24	$ 1,055.29	24.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 629.59	Total	$ 3,810.71	125.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by I person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed)
to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	125
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Costing Workbook
For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Senior Center Janitorial 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 1,376.55
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 246.44
		Subtotal 1	$ 1,622.99
Labor			
Direct Labor	(from labor daily worksheet)		$ 10,625.33
Overhead			
See Overhead Worksheet			$ 3,033.63
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 15,281.95
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 975.44
		Total Bid Yearly	$ 16,257.40
		Monthly	$ 1,354.78

Work Area

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Arsenal #10 Top Clean	$ 1.02	22.0000	$ 22.440000	$ 269.28
2	Arsenal #2 Window Clean	$ 0.91	2.0000	$ 1.820000	$ 21.84
3	Arsenal #5 Restroom Cleaner	$ 1.32	3.0000	$ 3.960000	$ 47.52
4	Arsenal #6 Vindicator	$ 0.86	7.0000	$ 6.020000	$ 72.24
5	Barkeepers Friend Liquid	$ 5.92	1.0000	$ 5.920000	$ 71.04
6	Barkeepers Friend Stainless Steel Polish	$ 5.92	0.2500	$ 1.480000	$ 17.76
7	Barkeepers Friend Toilet Bowl Cleaner	$ 2.98		$ -	$ -
8	Wenco Aero Glass Cleaner	$ 3.45	0.5000	$ 1.725000	$ 20.70
9	Ziz-O Paste	$ 5.82	0.2500	$ 1.455000	$ 17.46
10	Angler Broom	$ 5.90	0.1667	$ 0.983530	$ 11.80
11	Cleaning Terry Cloth Rag	$ 0.49	15.0000	$ 7.312500	$ 87.75
12	Dust Mop 36" Frame	$ 10.48	0.0833	$ 0.872984	$ 10.48
13	Dust Mop Handle	$ 8.29	0.0833	$ 0.690557	$ 8.29
14	Dust Mop Head 36"	$ 16.47	0.2500	$ 4.117500	$ 49.41
15	Dust Pan	$ 9.60	0.1677	$ 1.609920	$ 19.32
16	Easy Adapter hose	$ 27.76		$ -	$ -
17	High Rise Duster	$ 9.08	0.1667	$ 1.513636	$ 18.16
18	Melamine Erasing Sponge (24)	$ 26.70	0.0833	$ 2.224110	$ 26.69
19	Pro Guard Nitrile Gloves (400)	$ 42.50	0.2500	$ 10.625000	$ 127.50
20	Scour Sponge White (Case)	$ 38.40	0.0833	$ 3.198720	$ 38.38
21	Toilet Brush	$ 1.87	0.2500	$ 0.467500	$ 5.61
22	Trigger Sprayer w/ Bottle	$ 2.40	1.0000	$ 2.400000	$ 28.80
23	Unger Micro Washer Sleeve	$ 1.95	0.2500	$ 0.49	$ 5.85
24	Mop Head	$ 3.83	0.2500	$ 0.957500	$ 11.49
25	Mopster W Fluid Resevoir	$ 50.33		$ -	$ -
26	60" Handle	$ 8.75		$ -	$ -
27	Sensor Bags (10 Pack)	$ 28.51		$ -	$ -
28	Brute Caddy Bag	$ 59.35		$ -	$ -
29	Ninja T Bar	$ 21.27	0.0833	$ 1.772500	$ 21.27
30	Chewing Gum Remover	$ 7.42	0.2500	$ 1.855000	$ 22.26
31	Deep Six Defoamer	$ 12.11	0.0833	$ 1.009167	$ 12.11
32	Take Down Fresh and Clean	$ 20.53	0.1667	$ 3.421667	$ 41.06
33	Timesaver Floor Finish	$ 26.62	0.3333	$ 8.873333	$ 106.48
34	Heavy Duty Stripper	$ 18.45	0.1667	$ 3.075000	$ 36.90
35	Arsenal Nuetralizer Packs	$ 0.45	1.0000	$ 0.450000	$ 5.40
36	Folex Carpet Spotter	$ 16.25	0.2500	$ 4.062500	$ 48.75
37	Easy Shine Reusable Pouches	$ 10.61	0.2500	$ 2.652500	$ 31.83
38	20" Black Strip Pads	$ 6.00	0.5000	$ 3.000000	$ 36.00
39	20" Brown Strip Pads	$ 6.00		$ -	$ -
40	20" Red Polish Pads	$ 5.59		$ -	$ -
41	20" White Polish Pads	$ 4.26		$ -	$ -
42	Doodle Bug Pad	$ 2.26	1.0000	$ 2.260000	$ 27.12
43	Doodle Scrub Grout Pad	$ 24.73		$ -	$ -
44	3m Square Scrub Turf Pad	$ 43.22		$ -	$ -
45	Square Scrub SPP Pad	$ 11.75		$ -	$ -
46	Square Scrub Black Pad	$ 13.19		$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 114.712624	$ 1,376.55

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Brute Rubbermaid Can / Dolly	$100.72	36	12	33%	$ 33.57	100%	$ 33.57	1	$ 33.57
2	Sensor XP15 Upright Vacuum	$ 561.88	36	12	33%	$ 187.29	100%	$ 187.29	1	$ 187.29
3	Pro Team Back Pack Vacuum	$ 428.00	36	12	33%	$ 142.67	100%	$ 142.67		$ -
4	Cordless Backpack	$ 1,215.00	36	12	33%	$ 405.00	100%	$ 405.00		$ -
5	Wave Break Down Press Combo Mc	$ 76.72	36	12	33%	$ 25.57	100%	$ 25.57	1	$ 25.57
6	Buffer Shroud	$ 475.00	24	12	50%	$ 237.50	100%	$ 237.50		$ -
7	Easy Shine Applicator Kit	$ 376.48	12	12	100%	$ 376.48	100%	$ 376.48		$ -
8	Hoss 700	$ 2,590.00	60	12	20%	$ 518.00	100%	$ 518.00		$ -
9	CRB Pro 45	$ 2,738.00	60	12	20%	$ 547.60	100%	$ 547.60		$ -
10	Square Scrub	$ 4,500.00	60	12	20%	$ 900.00	100%	$ 900.00		$ -
11	Buffer 20" w/tank	$ 2,400.00	60	12	20%	$ 480.00	100%	$ 480.00		$ -
12	Wet/Dry Vac	$ 1,250.00	36	12	33%	$ 416.67	100%	$ 416.67		$ -
13	Cadet Carpet Extractor	$ 2,831.94	60	12	20%	$ 566.39	100%	$ 566.39		$ -
14	Doodle Scrub	$ 898.00	36	12	33%	$ 299.33	100%	$ 299.33		$ -
15	SC351 Auto Scrubber	$ 2,812.00	60	12	20%	$ 562.40	100%	$ 562.40		$ -
16	Karcher BD 38/12 Auto Scrubber	$ 3,800.00	60	12	20%	$ 760.00	100%	$ 760.00		$ -
17	T-300 Auto Scrubber	$7,514.00	60	12	20%	$ 1,502.80	100%	$ 1,502.80		$ -
18	Nautilus Extractor	$3,928.00	60	12	20%	$ 785.60	100%	$ 785.60		$ -
19	Trailer Mounted Pressure Washer	$15,297.00	84	12	14%	$ 2,185.29	100%	$ 2,185.29		$ -
20	Cold Water Pressure Washer	$866.00	60	12	20%	$ 173.20	100%	$ 173.20		$ -
21	Carbon Fiber Water Fed Pole	$4,336.76	60	12	20%	$ 867.35	100%	$ 867.35		$ -
22				12						
23				12						
24				12						
25				12						
									Total	$ 246.44

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**

Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.

Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.

Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)

Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.

# of Units = Multiply by units needed to complete the contract/service.

Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Senior Center Janitorial 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Daily	1.25	$ 18.12	100%	$ 22.65	0.0765	$ 1.73	2.69%	$ 0.61	0.43%	$ 0.10	29.11%		$ 6.59	$ 31.68	249	$ 7,889.19	311.3
2	Janitor Monthly	1.00	$ 18.12	100%	$ 18.12	0.0765	$ 1.39	2.69%	$ 0.49	0.43%	$ 0.08	29.11%		$ 5.27	$ 25.35	12	$ 304.16	12.0
3	Carpet	8.00	$ 22.00	100%	$ 176.00	0.0765	$ 13.46	2.69%	$ 4.73	0.43%	$ 0.76	29.11%		$ 51.23	$ 246.19	2	$ 492.39	16.0
4	Hard Floors	10.00	$ 22.00	100%	$ 220.00	0.0765	$ 16.83	2.69%	$ 5.92	0.43%	$ 0.95	29.11%		$ 64.04	$ 307.74	2	$ 615.49	20.0
5	Supervisor	0.50	$ 24.10	100%	$ 12.05	0.0765	$ 0.92	2.69%	$ 0.32	0.43%	$ 0.05	29.11%		$ 3.51	$ 16.86	52	$ 876.49	26.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7	Windows	8.00	$ 20.00	100%	$ 160.00	0.0765	$ 12.24	2.69%	$ 4.30	0.43%	$ 0.69	29.11%		$ 46.58	$ 223.81	2	$ 447.62	16.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 851.63	Total	$ 10,625.33	401.3

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
PTO / LEAVE	11.92%
Health Insurance	15.00%
Disability	0.80%
401 K	1.38%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	-
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	401
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total		$ 2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Pathway Enterprises, Inc.

Communication Teamwork Professionalism Opportunity

Office: (541) 973-2728 Fax: (541) 973-2729

Property Service License #40205 CCB License #218417

April 26, 2023

City of Ashland
90 N. Mountain Ave.
Ashland, OR 97520

In regards to Park Restroom and Trash Services:

Pathway Enterprises is requesting a pricing adjustment for janitorial services for the City of Ashland Park restrooms. The reason for the changes are as follows:

- The workers providing these services have been subjected to increased volatility with people occupying park restrooms. These threatening and occasional physical encounters have led workers to choose not to perform these duties. In response to this, Pathway increased training to teach people how to deescalate these events and increased support to workers. In addition, increases in compensation are needed to retain our employee base. The wage set with the City of Medford is $19.10 per hour and this rate is proposed for Ashland as well. Supervisory wages were calculated at 1.3 times that of a worker. This resulted in a supervisory rate of $24.83 per hour. Despite the wage increase of 12.2% Pathway was able to reduce certain aspects of overhead and fringe expenses to reduce the overall increase request.

In total we are requesting an increase from $204,308 to $222,526.27 annually. This equates to an additional $18,218.27, an 8.9% increase

I appreciate your consideration and look forward to another year serving the City of Ashland.

Sincerely,

Richard Simpson

Richard Simpson
Commercial Contracts Director
Pathway Enterprises, Inc.
Cell 541-601-4550
Office 541-973-2728

Costing Workbook For Janitorial & Grounds Maintenance Contracts Under the Qualified Rehabilitation Facilities Program



Oregon State Department of Administrative Services
Procurement, Fleet, and Surplus Services
1225 Ferry Street SE, U140
Salem, Oregon 97301
(503) 378-4642

SUMMARY OF ANNUAL COSTS
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name	Pathway Enterprises, Inc.
Project	City of Ashland Park Restroom & Trash Services 23-24

Executive Director Signature:

Raw Materials			
Per Time Use - Supplies	(from supplies worksheet)		$ 11,956.26
Equipment, Tools & Subcontracting	(from small equipment worksheet)		$ 6,714.29
		Subtotal 1	$ 18,670.55
Labor			
Direct Labor	(from labor daily worksheet)		$ 148,980.75
Overhead			
See Overhead Worksheet			$ 41,523.40
Delivery			
Transportation	(from Trans & Reserve worksheet)		$ -
		Total Before Margin	$ 209,174.69
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)		$ 13,351.58
		Total Bid Yearly	$ 222,526.27
		Monthly	$ 18,543.86

Work Area

Price increases from $204,308 to $224,053 for an increase of $19,745, 9.6%. Park workers are Coincidentally paid $1.00 per hour above living wage for hazard pay. The $19.10 per hour rate is the same pay rate currently paid by the City of Medford for the same services.

Raw Materials:
This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

Paper products and soap
Cleaning chemicals or products
Spray bottles
Broom and dustpan
Floor Wax
Scrub brushes or scouring pads

Per Use/Per Item Manufactured - Supplies

	Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1	Handy Grabbers	$ 22.50	0.5000	$ 11.250000	$ 135.00
2				$ -	$ -
3	Uniform Shirts	$ 8.52	4.0000	$ 34.080000	$ 408.96
4	50' Hose	$ 35.00	0.2500	$ 8.750000	$ 105.00
5	Gasoline Fuel	$ 5.00	120.0000	$ 600.000000	$ 7,200.00
6	Pro Guard Nitrile Gloves (400)	$ 38.25	2.5000	$ 95.625000	$ 1,147.50
7	Scour Sponge White (Case)	$ 38.30	0.2500	$ 9.575000	$ 114.90
8	Toilet Brush	$ 1.83	4.0000	$ 7.320000	$ 87.84
9	Trigger Sprayer w/ Bottle	$ 2.40	4.0000	$ 9.600000	$ 115.20
10	Mop Head	$ 9.35	2.0000	$ 18.700000	$ 224.40
11	Angler Broom	$ 5.90	1.0000	$ 5.900000	$ 70.80
12	Cleaning Terry Cloth Rag	$ 0.49	60.0000	$ 29.250000	$ 351.00
13	Dust Pan	$ 2.65	0.5000	$ 1.325000	$ 15.90
14	Easy Adapter hose	$ 22.08	0.2500	$ 5.520000	$ 66.24
15	High Rise Duster	$ 9.32	1.0000	$ 9.320000	$ 111.84
16				$ -	$ -
17	Arsenal #5 Restroom Cleaner	$ 0.67	60.0000	$ 40.200000	$ 482.40
18	Arsenal #6 Vindicator	$ 0.95	60.0000	$ 57.000000	$ 684.00
19				$ -	$ -
20				$ -	$ -
21	Take Down Fresh and Clean	$ 20.53	2.0000	$ 41.060000	$ 492.72
22	Ziz-O Paste	$ 5.94	2.0000	$ 11.880000	$ 142.56
23				$ -	$ -
24				$ -	$ -
25				$ -	$ -
26				$ -	$ -
27				$ -	$ -
28				$ -	$ -
29				$ -	$ -
30				$ -	$ -
31				$ -	$ -
32				$ -	$ -
33				$ -	$ -
34				$ -	$ -
35				$ -	$ -
36				$ -	$ -
37				$ -	$ -
38				$ -	$ -
39				$ -	$ -
40				$ -	$ -
41				$ -	$ -
42				$ -	$ -
43				$ -	$ -
44				$ -	$ -
45				$ -	$ -
46				$ -	$ -
47				$ -	$ -
48				$ -	$ -
49				$ -	$ -
50				$ -	$ -
			Total	$ 996.355000	$ 11,956.26

Areas in green are formula driven.

Monthly Cost = Monthly cost is computed by multiplying the total unit cost by the units needed per month.

Annual Cost = Annual cost is computed by monthly cost times 12 months.

The following Equipment & Tools are examples which may be required to do the job:

Burnishing/Floor machines	Carpet extractors
Blind cleaning machines	Auto scrubbers
Sweepers	Mop buckets and presses

If any of this equipment is used on more than one project, be sure to include only that portion of the cost associated with this project.

Note: Any asset purchased with grant money is not eligible for depreciation, however, the cost to maintain the asset is an allowable expense and should be listed.

SUBCONTRACTORS			
Description	Cost per Time	Times per Year	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

	Equipment Description	Unit Price	Useful life of Asset	Contract life	Depreciation Percentage	Units Cost Per Year	Project % Use	Project Unit Cost	# of Units	Annual Cost
1	Nissan Vans	$ 23,500.00	84	12	14%	$ 3,357.14	100%	$3,357.14	2	$ 6,714.29
2				12						
3				12						
4				12						
5				12						
6				12						
7				12						
8				12						
9				12						
10				12						
11				12						
12				12						
13				12						
14				12						
15				12						
16				12						
17				12						
18				12						
19				12						
20				12						
21				12						
22				12						
23				12						
24				12						
25				12						
									Total	$ 6,714.29

Areas in green are formula driven.

Useful Life of Assets = What is the estimated useful life of the equipment **in months**
Depreciation Percentage = Depreciation is calculated by dividing the contract life by the useful life.
Unit Cost Per Year = Computed by multiplying the total unit cost by the depreciation.
Projected % Use = Enter project use percentage. If any of the equipment is used on more than one project, be sure to include only that portion of the costs associated with this project. (note: 100% would be an item used only for this contract.)
Projected Unit Cost = Calculated by multiplying the unit cost per year times the project use.
# of Units = Multiply by units needed to complete the contract/service.
Annual Cost = Computed by project unit cost times the number of units.

Work Area

LABOR
Direct Labor
Pathway Enterprises, Inc.
City of Ashland Park Restroom & Trash Services 23-24

	Worker Description	Work Hours	Hourly Rate	% Pro-ductivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemploy-ment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly $	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor
1	Janitor Summer	14.25	$ 19.10	100%	$ 272.18	0.0765	$ 20.82	2.69%	$ 7.32	0.43%	$ 1.18	29.11%		$ 79.23	$ 380.73	214	$ 81,475.48	3,049.5
2	Supervisor	1.50	$ 24.93	100%	$ 37.40	0.0765	$ 2.86	2.69%	$ 1.01	0.43%	$ 0.16	29.11%		$ 10.89	$ 52.31	365	$ 19,092.88	547.5
3					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
4	Janitor Winter	12.00	$ 19.10	100%	$ 229.20	0.0765	$ 17.53	2.69%	$ 6.17	0.43%	$ 0.99	29.11%		$ 66.72	$ 320.61	151	$ 48,412.39	1,812.0
5					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
6					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
7					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
8					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
9					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
10					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
11					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
12					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
13					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
14					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
15					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
16					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
17					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
18					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
19					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
20					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
21					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
22					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
23					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
24					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
25					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
26					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
27					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
28					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
29					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
30					$ -		$ -		$ -		$ -			$ -	$ -		$ -	0.0
														Total	$ 753.65	Total	$ 148,980.75	5,409.0

Areas in green are formula driven.

Work Hours = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

Subtotal 1 = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

Subtotal 2 = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

Subtotal 3 = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

Subtotal 4 = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

Other Benefits % = Input in this column if you calculate Other Benefits by a percentage.

Subtotal 5 = This column may be a combination of both Other Benefits % and Other Benefits Monthly $.

Daily Per Item Labor = The sum of subtotals 1,2,3, 4, and 5

Times Per Year = This is the days or shifts worked per year

Annual Total Labor = Times per year multiplied by daily/per item labor

Annual Labor Hours = Work hours multiplied by times per year

Other Benefits Mo. $ = Input in this column if you calculate Other Benefits as a flat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is $100, then only $50 would be allocated to this column.

List "Other Benefits" Provided	
Health Insurance	16%
PTO	6%
Holiday	4%
Other	2%

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of $80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of $20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get $1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!

1. Enter Overhead as a Percent of Total Costs	18.66%

OR

2. Enter Allocated Overhead as a Dollar-Figure Sum	

OR

3. Overhead as a Percent of Total Direct Labor Hours	

Percent of Total Cost Method:

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

Dollar-Figure Sum Method:

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

Percent of Total Direct Labor Method:

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	
Input Total from Worksheet on Below	
Overhead per labor hour	$ -
Time required to complete contract	5,409
Total Assigned Overhead	$ -

Worksheet

	Total Annual Operations	
INDIRECT COSTS	ORGANIZATION	DEPARTMENTAL
Management Salaries		$ 29,120.00
Management Payroll Tax Expense		$ 5,256.00
Management Medical Insurance		$ 6,600.00
Management Pension Plan Expense		
Sales & Administrative Salaries	$ 561,845.00	
Sales & Administrative Payroll Tax Expense	$ 90,906.00	
Sales & Administrative Medical Insurance	$ 136,791.00	
Sales & Administrative Pension Plan Expense		
Office Rent	$ 146,676.00	$ 82,078.00
Advertising and Public Education	$ 52,038.00	
Background Checks & Urinalysis		
Professional & Accounting / Audit Fees	$ 109,128.00	
Training & Worker Safety		
Insurance		
Telephone		
Utilities		
Property Taxes/Licenses/Fees	$ 31,566.00	$ 24,057.00
Dues & Subscriptions	$ 14,962.00	$ 1,129.00
Depreciation-office building	$ 23,569.00	
Depreciation-office equipment		$ 56,308.00
Repairs & Maintenance-office		
Cleaning and Maintenance		
Office Equipment Rental		
Office Supplies	$ 21,283.00	$ 2,886.00
Postage & Freight	$ 1,651.00	
Rehab		$ 3,011.00
Miscellaneous Expense		
Bad Debts		
Vehicle Expenses	$ 65,322.00	$ 168,563.00
Staff Expenses	$ 47,769.00	
Professional Services	$ 65,443.00	$ 559,120.00
TOTAL INDIRECT COSTS	$ 1,368,949.00	$ 938,128.00
CPI Factor	1.40%	1.40%
Total	$	2,339,376.08

WORK AREA:

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = $12,534,045
AGENCY INDIRECT EXPENSES = 2,339,376
OVERHEAD % = 18.66%

The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissable to capture costs in both spreadsheets.

It is permisible to use this spreadsheet to capture vehicle costs for the following situations:
(a) Transporting the individuals who will perform the service to the location where the service will be provided.
(b) Services dependent on vehicle in the provision of that service.

GSA - Privately Owned Vehicle (POV) Mileage Reimbursement Rates

Services Contract

	Delivery Description	Miles Per Service	Rate Per Mile	Daily Cost	Services per Year	Annual Trans Cost
1				$ -		$ -
2				$ -		$ -
3				$ -		$ -
4				$ -		$ -
5				$ -		$ -
6				$ -		$ -
7				$ -		$ -
8				$ -		$ -
9				$ -		$ -
10				$ -		$ -
				$ -		$ -

Margin

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract 6.0%

Work Area

Council Business Meeting

April 18, 2023

Agenda Item	Contract Amendment for Forest Management Services with Grayback Forestry, Inc.	
From	Chris Chambers	Wildfire Division Chief
Contact	Chris.chambers@ashland.or.us 541.552.2066	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

In 2021, Council approved a contract to Grayback Forestry, Inc. for forestry related practices related to managing fuels including prescribed burning on City, Parks, and U.S. Forest Service lands in the Ashland Watershed. The contract was awarded under a Special Procurement process as approved by Council in September of 2021. The City was successful in securing grant funding from the Oregon Department of Forestry in early 2022, effectively increasing the Wildfire Division's budget. With successful completion of prescribed burning this spring that utilized Grayback capacity and aided by State grant funding, the City needs to add compensation to the Grayback Forestry contract to account for the added grant funding and work being accomplished in the amount of $140,000.

POLICIES, PLANS & GOALS SUPPORTED

2016 Ashland Forest Plan
Ashland Climate Energy Action Plan
FEMA Natural Hazard Mitigation Plan (See Page AA-1)

BACKGROUND AND ADDITIONAL INFORMATION

Grayback Forestry has been a business partner of the City's since 2012 and part of the Ashland Forest Resiliency Project implementation team since 2010. They have developed unique knowledge, skills, and relationships with staff and our agency partners that is irreplaceable and has significant benefit to the City's interest. The contract amendment reflects the increased capacity afforded through a State of Oregon grant awarded to the City, which allowed work above and beyond the original contracted amount.

FISCAL IMPACTS

The increased amount of $140,000 is proposed to be added to the Grayback Forestry contract and is offset by the State of Oregon Department of Forestry Landscape Resiliency Program grant approved by Council in 2022 and included in the supplemental budget approved by Council on March 15th, 2022 in the amount of $445,500.

DISCUSSION QUESTIONS

None

SUGGESTED NEXT STEPS

Staff recommends approval of the proposed contract amendment.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move 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.

REFERENCES & ATTACHMENTS

Contract amendment proposal
Grayback Forestry Inc. Contract with City of Ashland

AMENDMENT NO. 1

to

GOODS & SERVICES AGREEMENT

between

THE CITY OF ASHLAND,

an Oregon municipal corporation,

("*City*")

and

Grayback Forestry Inc,

a (corporation),

("*Provider*")

for

(Accomplish objectives set by City and Ashland Forest Resiliency Partnership to accomplish prescribed burning, forest thinning, piling and other forestry related activities)

RECITALS

A. The City and Provider previously entered into a Goods and Services Agreement effective October 6th, 2021 (the "Agreement"), for the (services for prescribed fire, forest thinning and other forestry related activities).

B. The City and Provider now wish to amend the Agreement to increase the amount of compensation to be paid to Provider.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend Section 2 of the Agreement as follows, with strikeout wording deleted and underscored wording added:

   2.1 City shall pay Provider the sum of $ (490,000) ~~$350,000~~ as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

   2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of $ (490,000) ~~$350,000~~ without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

2. This Amendment No. 1 is effective upon being signed by both parties.

3. Except as specifically modified by this Amendment No. 1, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF ASHLAND, OREGON

By: _____
Joseph Lessard, City Manager

Date: _____

Grayback Forestry Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS PO NUMBER MUST APPEAR ON ALL INVOICES, AND SHIPPING DOCUMENTS.

Purchase Order # 20220229

BILL TO
City of Ashland
ATTN: Accounts Payable
20 E. Main
Ashland, OR 97520
Phone: 541/552-2010
Email: payable@ashland.or.us

VENDOR
GRAYBACK FORESTRY INC
PO BOX 838
MERLIN, OR 97532
Email: GREG@GRAYBACKFORESTRY.COM

SHIP TO
C/O Fire and Rescue Department
455 Siskiyou Blvd
Ashland, OR 97520
Phone: 541/482-2770
Fax: 541/488-5318

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
(541) 476-0033			Chris Chambers

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/22/2021	989		FOB ASHLAND OR/NET30	City Accounts Payable

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Forestry Services Contractor will provide goods and services necessary to complete forestry services for the AFR project, private owners, and City forestlands according to the agreed upon rates and resources. Goods and Services Agreement (Greater than $25,000) Completion date: June 30, 2023 Project Account: ********** GL SUMMARY ********** 072900 - 604160 $350,000.00	1.0		$350,000.00	$350,000.00

By: _____ Date: 12-28-21
Authorized Signature

PO Total **$350,000.00**

FORM #3

PO 20220229

A request for a Purchase Order

CITY OF ASHLAND

REQUISITION

Date of request: 12/07/21

Required date for delivery: 12/14/21

Vendor Name	Grayback Forestry Inc.
Address, City, State, Zip	PO Box 838, Merlin, OR 97532
Contact Name & Telephone Number	Dale Lee (541) 476-0033
Fax Number	(541) 476-0162 dale@graybackforestry.com

SOURCING METHOD

☐ **Exempt from Competitive Bidding** ☐ Reason for exemption:_____ ☐ AMC 2.50 _____ ☐ Written quote or proposal attached	☐ **Invitation to Bid** (Copies on file) Date approved by Council: N/A ___(Attach copy of council communication)	☐ **Emergency** ☐ Form #13, Written findings and Authorization ☐ Written quote or proposal attached ___(If council approval required, attach copy of CC)
☐ **Small Procurement** **Less than $5,000** ☐ Direct Award ☐ Verbal/Written quote(s) or proposal(s)	☐ **Request for Proposal** (Copies on file) Date approved by Council:_____ ___(Attach copy of council communication)	**Cooperative Procurement** ☐ State of Oregon Contract # _____ ☐ State of Washington Contract #_____ ☐ Other government agency contract Agency _____ Contract #_____
Intermediate Procurement **GOODS & SERVICES** **$5,000 to $100,000** ☐ (3) Written quotes and solicitation attached **PERSONAL SERVICES** **$5,000 to $75,000** ☐ Less than $35,000, by direct appointment ☐ (3) Written proposals/written solicitation ☐ Form #4, Personal Services $5K to $75K	☐ **Sole Source** ☐ Applicable Form (#5,6, 7 or 8) ☐ Written quote or proposal attached ☐ Form #4, Personal Services $5K to $75K ☒ **Special Procurement** ☒ Form #9, Request for Approval ☒ Written quote or proposal attached Date approved by Council: 12/17/19 Valid until: 06/30/21	**Intergovernmental Agreement** ☐ Agency _____ Date original contract approved by Council: _____(Date) ___(Attach copy of council communication)

Description of SERVICES

Description of SERVICES	Total Cost
Contractor will provide goods and services necessary to complete forestry services for the AFR project, private owners, and City forestlands according to the agreed upon rates and resources.	$350,000

Item #	Quantity	Unit	Description of MATERIALS	Unit Price	Total Cost

TOTAL COST $350,000

☐ Per attached quote/proposal

Project Number: N/A

Account Number 072900.604160

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: _____

(Equal to or greater than $5,000)

Department Manager/Supervisor: _____ City Administrator: _____

(Equal to or greater than $25,000)

Funds appropriated for current fiscal year: *YES / NO*

_____ 12-28-21

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

Comments: Contract spans 3 years, but full amount is available in OWEB grant in current FY and work could be completed by June 30th, 2017.

Kariann Olson

From: Chris Chambers
Sent: Tuesday, December 21, 2021 4:25 PM
To: Kariann Olson
Subject: RE: Documentation for PO request

Will do!

-----Original Message-----
From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Tuesday, December 21, 2021 4:10 PM
To: Chris Chambers <chris.chambers@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: RE: Documentation for PO request

Need additional insured endorsement for Auto Need workers' comp insurance cert

Thank you.

Happy Holidays!

Kariann Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Ave.
Ashland, Oregon 97520
Tel 541-488-5354
Fax 541-488-5320
TTY 800-735-2900
kari.olson@ashland.or.us
Visit the City's web site at: www.ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records law for disclosure and retention. If you have received this message in error, please contact me at (541) 488-5354. Thank you.

-----Original Message-----
From: Chris Chambers <chris.chambers@ashland.or.us>
Sent: Tuesday, December 21, 2021 3:47 PM
To: Kariann Olson <kari.olson@ashland.or.us>
Subject: RE: Documentation for PO request

Yes I do, sorry I thought it would come back to me first for all that. Here it all is attached and link below for public notice.
Public Notice: https://www.ashland.or.us/News.asp?NewsID=5182

I will request an updated insurance form for 2022 with COA endorsement.

Happy holidays,
Chris

-----Original Message-----
From: Kariann Olson <kari.olson@ashland.or.us>

Sent: Tuesday, December 21, 2021 3:07 PM
To: Chris Chambers <chris.chambers@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: Documentation for PO request

Hello Chris,
This request was put in my mailbox at City Hall. Alison Chan is out of the office this week.

Do you have the supplemental documentation for the PO request?
1. Copy of Council Communication
2. Copy of Special Procurement
3. Copy of Public Notice
4. Written quote/bid from Grayback
5. Insurance Certificates and Additional Insured Endorsements for General Liability and Automobile

Thank you.
Kariann

Kariann Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Ave.
Ashland, Oregon 97520
Tel 541-488-5354
Fax 541-488-5320
TTY 800-735-2900
kari.olson@ashland.or.us
Visit the City's web site at: www.ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records law for disclosure and retention. If you have received this message in error, please contact me at (541) 488-5354. Thank you.

-----Original Message-----
From: noreply@ashland.or.us <noreply@ashland.or.us>
Sent: Tuesday, December 21, 2021 3:07 PM
To: Kariann Olson <kari.olson@ashland.or.us>
Subject: Message from "Electric156"

[EXTERNAL SENDER]

This E-mail was sent from "Electric156" (IM C3000).

Scan Date: 12.21.2021 15:06:30 (-0800)
Queries to: noreply@ashland.or.us

GOODS & SERVICES AGREEMENT (GREATER THEN $25,000)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	PROVIDER: Grayback Forestry, Inc. PROVIDER'S CONTACT: Bryan Wheelock ADDRESS: P.O. Box 2458 White City, OR 97503 PHONE: (541) 830-4216

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Grayback Forestry, Inc., a domestic business corporation ("hereinafter "Provider"), for wildfire fuels reduction and forestry services.

1. PROVIDER'S OBLIGATIONS

1.1 Provide resources as ordered by the City to accomplish objectives set forth by the City and the Ashland Forest Resiliency Partnership to accomplish prescribed burning, forest thinning, piling, and other forestry related activities as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial 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 and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Provider shall immediately notify the City of any change in insurance coverage
- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and

- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider 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 this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider 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.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.6 **Living Wage Requirements:** If the amount of this Agreement is $21,507.75 or more, Provider is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Provider is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

2.1 City shall pay Provider at the rates specified in the pricing portions in the SUPPORTING DOCUMENTS as full compensation for all Work to be performed pursuant to this agreement.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of $350,000 without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

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

3.7 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.

3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.

3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

3.11 Deliveries will be F.O.B destination. Provider shall pay all transportation and handling charges for the Goods. Provider is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Provider remains liable for latent defects, fraud, and warranties.

3.12 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Provider to correct them without charge or deliver them at a reduced price, as negotiated. If Provider does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

3.13 Provider represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Provider shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The Provider's "AFR Project Work Proposal and Pricing" document

5. REMEDIES

5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until June 30th, 2023 unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. 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, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:
City of Ashland – Fire Department
Attn: Chris Chambers, Wildfire Division Chief
455 Siskiyou Boulevard
Ashland, Oregon 97520
Phone: (541) 482-2770

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:
Grayback Forestry Inc.
Attn: Bryan Wheelock
bryan@graybackforestry.com
(541) 830-3100

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 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.

9.1.2 Provider, 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 Provider; and

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

9.2 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. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

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: _____
City Administrator

_____
Printed Name

_____
Date

Grayback Forestry, Inc. (PROVIDER):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Date

CITY OF ASHLAND:

By: _____
City ~~Administrator~~ Manager

GARY MILLMAN
Printed Name

11/16/21
Date

Grayback Forestry, Inc. (PROVIDER):

By: _____
Signature

BRYAN WHEELOCK
Printed Name

VICE PRESIDENT
Title

11-12-21
Date

Purchase Order No. 20220229 (W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
~~Assistant~~ City Attorney

November 19, 2021
Date

November 9, 2021

Chris Chambers / Wildfire Division Chief
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520
chris.chambers@ashland.or.us

Re: Renewing AFR Rx Burn Contract 2019 - 2021

Chris,

Enclosed are the pricing and treatment required to extend the Ashland Forest Resiliency Project Work through 2023. Grayback Forestry, Inc. has a high interest in the continuing project. We have produced a comprehensive bid that we believe will accomplish the requested tasks cost-effective, safe, and professional.

As you know, Grayback Forestry, Inc. are professionals with a proven track record in this area of work. We have worked with the City of Ashland on many successful projects in the past. Each Crew Supervisor possesses a wide range of expertise. This expertise comes from performing fuels management and wildfire suppression activities, classroom/field training, and practical experience.

More than 10,000 acres have been treated annually, companywide, in the previous ten years. Fuels management work consists of thinning, hand piling, slashing, lop & scatter, fireline construction, and prescribed burning. The average crewmember performs 1000 hours of project work per year in addition to fire suppression time.

All of the company's fuels management assignments have been completed on time and to the customer's satisfaction. Strict adherence to safety practices, detailed attention to prescription parameters, and a comprehensive diligent resource base have made this possible.

You can be assured the crews tasked with this contract's work will manage the project closely, carefully, and be accountable for results not delegated.

We look forward to your review of our document's submission, bid pricing, and future partnership.

Regards,

Wayde Morrison
Operations

City of Ashland Rx Fire Modules and Pricing

	2019	2020	2021	2022	2023
Slashing					
A1			$302.50	$317.63	$333.51
A2			$434.50	$456.23	$479.04
Lop and Scatter					
B1	$70.00	$72.45	$79.70	$83.68	$87.86
Pruning					
C1	$165.61	$171.41	$188.55	$197.97	$207.87
C2	$238.73	$247.09	$271.79	$285.38	$299.65
Density Management Resource - Conifer Stands					
D1	$392.78	$406.53	$447.18	$469.54	$493.02
D2	$526.76	$545.20	$599.72	$629.70	$661.19
Density Management Resource - Woodland / Shrub					
E1	$479.26	$496.03	$545.64	$572.92	$601.57
E2	$737.56	$763.37	$839.71	$881.70	$925.78
Hand Pile and Cover					
F1	$326.89	$338.33	$372.16	$390.77	$410.31
F2	$422.57	$437.36	$481.10	$505.15	$530.41
F3	$592.18	$612.91	$674.20	$707.91	$743.30
F4	$755.54	$781.98	$860.18	$903.19	$948.35
F5	$838.88	$868.24	$955.06	$1,002.82	$1,052.96
F6	$1,028.31	$1,064.30	$1,170.73	$1,229.27	$1,290.73
F7	$1,455.87	$1,506.83	$1,657.51	$1,740.38	$1,827.40
F8	$1,731.89	$1,792.51	$1,971.76	$2,070.34	$2,173.86
Fireline Construction Maintenance					
G1	$0.47	$0.49	$0.54	$0.56	$0.59
G2	$0.87	$0.90	$0.99	$1.04	$1.09
Fuels Pullback					
I1	$42.21	$43.69	$48.06	$50.46	$52.98
I2	$79.41	$82.19	$90.41	$94.93	$99.68
Prescribed Burn and Mop-Up: Hand Pile Burn					
M1	$70.00	$72.45	$79.70	$83.68	$87.86
M2	$95.00	$98.33	$108.16	$113.57	$119.24
M3	$125.00	$129.38	$142.31	$149.43	$156.90
M4	$165.00	$170.78	$187.85	$197.25	$207.11
M5	$200.00	$207.00	$227.70	$239.09	$251.04
M6	$250.00	$258.75	$284.63	$298.86	$313.80
M7	$300.00	$310.50	$341.55	$358.63	$376.56
M8	$350.00	$362.25	$398.48	$418.40	$439.32
Prescribed Fire Modules					
N1	$878.63	$909.38	$1,000.32	$1,050.34	$1,102.85
N2	$1,184.20	$1,225.65	$1,348.21	$1,415.62	$1,486.40
N3	$1,872.58	$1,938.12	$2,131.93	$2,238.53	$2,350.46
N4	$2,093.97	$2,167.26	$2,383.98	$2,503.18	$2,628.34
N5	$3,002.58	$3,107.67	$3,418.44	$3,589.36	$3,768.83
N6	$2,640.52	$2,732.94	$3,006.23	$3,156.54	$3,314.37
N7	$3,814.35	$3,947.85	$4,342.64	$4,559.77	$4,787.76
N8	$981.26	$1,015.60	$1,117.16	$1,173.02	$1,231.67
N9	$1,300.00	$1,345.50	$1,480.05	$1,554.05	$1,631.76
N10	$130.00	$134.55	$148.01	$155.41	$163.18
N11	$2,360.33	$2,442.94	$2,687.24	$2,821.60	$2,962.68
N12	$136.06	$140.82	$154.90	$162.65	$170.78
N13	$643.41	$665.93	$732.52	$769.15	$807.61

City of Ashland Rx Fire Modules and Pricing

N14	$1,764.19	$1,825.94	$2,008.53	$2,108.96	$2,214.40
N15	$1,176.13	$1,217.29	$1,339.02	$1,405.98	$1,476.27
N16	$1,040.00	$1,076.40	$1,184.04	$1,243.24	$1,305.40
N17	$785.00	$785.00	$1,671.11	$1,754.67	$1,842.40
N18	$785.00	$785.00	$1,114.07	$1,169.77	$1,228.26
N19	$785.00	$785.00	$891.26	$935.82	$982.61
N20	$785.00	$785.00	$668.44	$701.87	$736.96

AFR Rx Burn 2019-2023 Treatments

		2019	2020	2021	2022	2023
N1	Two Person Crew Module	$878.63	$909.38	$1,000.32	$1,050.34	$1,102.85
N2	Engine Module Type VI, Two-Person Crew	$1,184.20	$1,225.65	$1,348.21	$1,415.62	$1,486.40
N3	Five Person Crew Module	$1,872.58	$1,938.12	$2,131.93	$2,238.53	$2,350.46
N4	Engine Module Type VI, with Operator and Crew Member	$2,093.97	$2,167.26	$2,383.98	$2,503.18	$2,628.34
N5	Engine Module Type VI, with Operator and Crew Member + five-person crew	$3,002.58	$3,107.67	$3,418.44	$3,589.36	$3,768.83
N6	Engine Module Type VI, with Operator and Crew Member + two-person crew with water delivery system	$2,640.52	$2,732.94	$3,006.23	$3,156.54	$3,314.37
N7	Engine Module Type VI, with Operator and Crew Member + five-person crew with water delivery system	$3,814.35	$3,947.85	$4,342.64	$4,559.77	$4,787.76
N8	Water Delivery System witth one Operator and Transportation	$981.26	$1,015.60	$1,117.16	$1,173.02	$1,231.67
N9	Tactical Water Tender Module with one Operator	$1,300.00	$1,345.50	$1,480.05	$1,554.05	$1,631.76
N10	Snag Felling Module, two-person team (paid hourly)	$130.00	$134.55	$148.01	$155.41	$163.18
N11	5-Person Chainsaw Crew, five-person crew with chainsaws	$2,360.33	$2,442.94	$2,687.24	$2,821.60	$2,962.68
N12	Chipper-15" Capacity with operator (paid hourly)	$136.06	$140.82	$154.90	$162.65	$170.78
N13	Firing or Holding Boss	$643.41	$665.93	$732.52	$769.15	$807.61
N14	FMC Track Machine (Softtrack) with one operator	$1,764.19	$1,825.94	$2,008.53	$2,108.96	$2,214.40
N15	UTV Polaris 6x6 Engine (pump and 100 gallon capcity) with one operator	$1,176.13	$1,217.29	$1,339.02	$1,405.98	$1,476.27
N16	Burn Plan Preparation	$1,040.00	$1,076.40	$1,184.04	$1,243.24	$1,305.40
N17	Full Service Burning <10 acres	$785.00	$785.00	$1,671.11	$1,754.67	$1,842.40
N18	Full Service Burning >10 acres but <20 acres	$785.00	$785.00	$1,114.07	$1,169.77	$1,228.26
N19	Full Service Burning >20 acresbut <40 acres	$785.00	$785.00	$891.26	$935.82	$982.61
N20	Full Service >40	$785.00	$785.00	$668.44	$701.87	$736.96

CITY OF
ASHLAND

Memo

DATE: September 22, 2021

TO: City Council

FROM: Chris Chambers, Wildfire Division Chief/Ashland Fire & Rescue

RE: Ashland Forest Resiliency and All-lands Special Procurement to Grayback Forestry, Inc.

The Ashland Municipal Code requires additional justification for any Special Procurement over $350,000. Per ORS 279B.036, *Determination of feasibility of procurement*, which in first part states that "a contracting agency may proceed with a procurement if the contracting agency reasonably determines in writing that using the contracting agency's own personnel or resources to perform the services that the contracting agency intends to procure is not feasible."

A cost analysis is unnecessary if the contracting agency finds it "lacks the specialized capabilities, experience or technical or other expertise necessary to perform the services." ORS 279B.036 (1)(a). Ashland Fire & Rescue (AF&R) must still "compare [AF&R's] capability, experience or expertise in the field most closely involved in performing the services with a potential contractor's capability, experience or expertise in the same or a similar field." *Id.*

Staff analysis: Ashland Fire & Rescue's internal expertise and workforce capacity does not fit the need for the identified work either by skills possessed or capability to perform the identified tasks. The vast majority of AF&R's workforce are firefighter/paramedics who have little technical forestry expertise or training that would lend to accomplishment of the pertinent outcomes in Ashland's forestlands and watershed. Though certain staff have experience with prescribed burning, there are currently no completed certificates like those required by the National Wildfire Coordinating Group for positions required during burn operations like Holding Boss, Ignition Boss, or Burn Boss. In addition, the AF&R workforce is necessarily tied to emergency response duties and cannot be out of the City where response time would be reduced, which would endanger public safety. Due to these factors, using our own personnel is not feasible.

Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, Oregon 97520
www.ashland.or.us

Tel: 541-482-2770
Fax: 541-488-5318
TTY: 800-735-2900

City of Ashland Rx Fire Modules and Pricing

Subunit	Level	Complexity		2019	2020	2021	2022	2023
Slashing								
A1	Level I		Unit density is estimated to average less than 60 percent cover to be cut			$302.50	$317.63	$333.51
A2	Level II		Unit density is estimated to average greater than 60 percent cover to be cut			$434.50	$456.23	$479.04
Lop and Scatter								
B1	Level I		Amount of slash to be lopped and scattered averages less than 20 tons per acre	$70.00	$72.45	$79.70	$83.68	$87.86
Pruning								
C1	Level I		Less than 100 TPA	$165.61	$171.41	$188.55	$197.97	$207.87
C2	Level II		Greater than 100 TPA	$238.73	$247.09	$271.79	$285.38	$299.65
Density Management Resource - Conifer Stands								
D1	Level I		The percent cover of material to be cut is less than 60 percent	$392.78	$406.53	$447.18	$469.54	$493.02
D2	Level II		The percent cover of material to be cut is greater than 60 percent	$526.76	$545.20	$599.72	$629.70	$661.19
Density Management Resource - Woodland / Shrub								
E1	Level I		The percent cover of material to be cut is less than 60 percent	$479.26	$496.03	$545.64	$572.92	$601.57
E2	Level II		The percent cover of material to be cut is greater than 60 percent	$737.56	$763.37	$839.71	$881.70	$925.78
Hand Pile and Cover								
F1	Level I		An average of fewer than 20 piles per acre	$326.89	$338.33	$372.16	$390.77	$410.31
F2	Level II		An average of 21 to 40 piles per acre	$422.57	$437.36	$481.10	$505.15	$530.41
F3	Level III		An average of 41 to 60 piles per acre	$592.18	$612.91	$674.20	$707.91	$743.30
F4	Level IV		An average of 61 to 80 piles per acre	$755.54	$781.98	$860.18	$903.19	$948.35
F5	Level V		An average of 81 to 100 piles per acre	$838.88	$868.24	$955.06	$1,002.82	$1,052.96
F6	Level VI		An average of 101 to 120 piles per acre	$1,028.31	$1,064.30	$1,170.73	$1,229.27	$1,290.73
F7	Level VII		An average of 121 to 140 piles per acre	$1,455.87	$1,506.83	$1,657.51	$1,740.38	$1,827.40
F8	Level VIII		An average of 141 or greater piles per acre	$1,731.89	$1,792.51	$1,971.76	$2,070.34	$2,173.86
Fireline Construction Maintenance								
G1	Level I		Hand fireline renovation, where firelines have previously been constructed	$0.47	$0.49	$0.54	$0.56	$0.59
G2	Level II		When new hand firelines are constructed on unit boundaries or through continuous downed slash	$0.87	$0.90	$0.99	$1.04	$1.09
Fuels Pullback								
I1	Level I		Fuels pullback on less than 20 trees or snags per acre	$42.21	$43.69	$48.06	$50.46	$52.98
I2	Level II		Fuels pullback on greater than 21 trees or snags per acre	$79.41	$82.19	$90.41	$94.93	$99.68
Prescribed Burn and Mop-Up: Hand Pile Burn								
M1	Level I	Low	An average of fewer than 20 piles per acre.	$70.00	$72.45	$79.70	$83.68	$87.86
M2	Level II	Low	An average of 21 to 40 piles per acre.	$95.00	$98.33	$108.16	$113.57	$119.24
M3	Level III	Low	An average of 41 to 60 piles per acre.	$125.00	$129.38	$142.31	$149.43	$156.90
M4	Level IV	Low	An average of 61 to 80 piles per acre.	$165.00	$170.78	$187.85	$197.25	$207.11
M5	Level V	Low	An average of 81 to 100 piles per acre.	$200.00	$207.00	$227.70	$239.09	$251.04
M6	Level VI	Low	An average of 101 to 120 piles per acre.	$250.00	$258.75	$284.63	$298.86	$313.80
M7	Level VII	Low	An average of 121 to 140 piles per acre.	$300.00	$310.50	$341.55	$358.63	$376.56
M8	Level VIII	Low	An average of 141 and greater piles per acre.	$350.00	$362.25	$398.48	$418.40	$439.32
Prescribed Fire Modules								
N1			Two Person Crew Module	$878.63	$909.38	$1,000.32	$1,050.34	$1,102.85
N2			Engine Module Type VI, Two-Person Crew	$1,184.20	$1,225.65	$1,348.21	$1,415.62	$1,486.40
N3			Five Person Crew Module	$1,872.58	$1,938.12	$2,131.93	$2,238.53	$2,350.46
N4			Engine Module Type VI, with Operator and Crew Member	$2,093.97	$2,167.26	$2,383.98	$2,503.18	$2,628.34
N5			Engine Module Type VI, with Operator and Crew Member + five-person crew	$3,002.58	$3,107.67	$3,418.44	$3,589.36	$3,768.83
N6			Engine Module Type VI, with Operator and Crew Member + two-person crew with water delivery system	$2,640.52	$2,732.94	$3,006.23	$3,156.54	$3,314.37
N7			Engine Module Type VI, with Operator and Crew Member + five-person crew with water delivery system	$3,814.35	$3,947.85	$4,342.64	$4,559.77	$4,787.76
N8			Water Delivery System witth one Operator and Transportation	$981.26	$1,015.60	$1,117.16	$1,173.02	$1,231.67
N9			Tactical Water Tender Module with one Operator	$1,300.00	$1,345.50	$1,480.05	$1,554.05	$1,631.76
N10			Snag Felling Module, two-person team (paid hourly)	$130.00	$134.55	$148.01	$155.41	$163.18
N11			5-Person Chainsaw Crew, five-person crew with chainsaws	$2,360.33	$2,442.94	$2,687.24	$2,821.60	$2,962.68
N12			Chipper-15" Capacity with operator (paid hourly)	$136.06	$140.82	$154.90	$162.65	$170.78

City of Ashland Rx Fire Modules and Pricing

SubunIt	Level	Complexity	2019	2020	2021	2022	2023
N13		Firing or Holding Boss	$643.41	$665.93	$732.52	$769.15	$807.61
N14		FMC Track Machine (Softtrack) with one operator	$1,764.19	$1,825.94	$2,008.53	$2,108.96	$2,214.40
N15		UTV Polaris 6x6 Engine (pump and 100 gallon capcity) with one operator	$1,176.13	$1,217.29	$1,339.02	$1,405.98	$1,476.27
N16		Burn Plan Preparation	$1,040.00	$1,076.40	$1,184.04	$1,243.24	$1,305.40
N17		Full Service Burning <10 acres	$785.00	$785.00	$1,671.11	$1,754.67	$1,842.40
N18		Full Service Burning >10 acres but <20 acres	$785.00	$785.00	$1,114.07	$1,169.77	$1,228.26
N19		Full Service Burning >20 acresbut <40 acres	$785.00	$785.00	$891.26	$935.82	$982.61
N20		Full Service >40	$785.00	$785.00	$668.44	$701.87	$736.96

Council Business Meeting

June 20, 2023

Agenda Item	Contract for Construction Design and Administration Services for the Ashland Street Reconstruction Project with Dowl LLC Engineering (PW 2019-24)	
From	Scott A. Fleury, PE Karl J. Johnson, EIT	Public Works Director Associate Engineer/Project Manager
Contact	scott.fleury@ashland.or.us 541.552.2412 karl.johnson@ashland.or.us 541.552.2415	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before Council, acting as the Local Contract Review Board, is a request to approve a personal services contract with DOWL, LLC, for the Ashland Street Overlay Project for a total contract 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).

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

A: Prioritize the "Essential Services"

- Streets

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

- Multi-Modal Transportation
- All-Age Friendly Community

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

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.

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

PREVIOUS COUNCIL ACTION

On June 15, 2021, Council approved a personal services contract for professional engineering and design services for the Ashland Street Overlay Project with DOWL, LLC for $459,691.33, of which $416,351.86 has been expended to date.

June 15, 2021 – Council Communication

BACKGROUND AND ADDITIONAL INFORMATION

The solicitation for the engineering design and construction administration phases of the Ashland Street Rehabilitation Project was previously released through an open request for qualifications (RFQ) based proposals selection process. DOWL was selected as the best qualified. The project has three distinct phases: 1) preliminary design and permitting, 2) final design and bidding, and 3) construction administration services. With prior Council authorization, DOWL has completed phase one and two, preliminary design and permitting, and final design and bidding services.

The scope and fee before Council for approval acting as local contract review board is for the construction administration phase. The services include inspection of the construction phase and certification of construction elements for the project, reference attached statement of work.

FISCAL IMPACTS

The 2022-23 & 2023-24 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of $3,500,000 for this project. This construction administration contract coincides with the construction phase contract with Knife River Materials., for the Ashland Street Overlay Project.

Staff is currently working with the Infrastructure Finance Authority (IFA) on a debt instrument to fund the project. Debt is required to fully fund this project and other street rehabilitation projects forecasted in the coming years. Debt is also required to be obtained as outlined in the Food and Beverage Ordinance for Street Rehabilitation Projects. The totalized debt as allowed would also include the previous expenditures for preliminary and final engineering. Currently the IFA is offering through their Special Public Works Fund program a 15-year loan term at a rate of 3.05% for projects of this nature. Staff expects to work out final details for financing with the Finance Director moving forward.

DISCUSSION QUESTIONS

Does the Council have any questions about the Ashland Street rehabilitation project or associated contractual process used?

SUGGESTED NEXT STEPS

Council has the option to approve this contract or refer staff back for a new request for proposals. Potential motions include:

1. I move to approve a contract for 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).
2. Direct staff to reconsider a new solicitation for the construction engineering portion of the Ashland Street Overlay Project.

REFERENCES & ATTACHMENTS

Attachment 1: DOWL – Statement of Work for Construction Engineering and Breakdown of Costs

DOWL

May 20, 2022

Karl Johnson, E.I.T.
City of Ashland Engineering Department
20 East Main Street
Ashland, OR 97520

Subject: **Ashland Street Overlay from Siskiyou Boulevard to Faith Avenue**
2752.80029-01

Dear Karl:

DOWL proposes the following amended Statement of Work for the ADA curb ramps, street overlay, and partial reconstruction of Ashland Street from Siskiyou Boulevard to Faith Avenue.

Scope of Work
Amendment 2 covers the final stages of the project, which is the Construction Contract Administration/Construction Engineering and Inspection (CA/CEI).

TASK CE-01 PROJECT MANAGEMENT

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with the amendment requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

CE-1.1 Project Management and Coordination

Consultant shall:
- Provide leadership, direction, and control of these CA/CEI Services.
- Direct Consultant's team regarding overall CA/CEI activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant's staff, City of Ashland (City) Staff, and Construction Contractor (CC) to facilitate timely and efficient operations for all involved.

Deliverables:
- Ongoing coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task)

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and 26 meetings are assumed, including any activity-specific meetings.

CE-1.2 Status Reports and Invoices

Consultant shall prepare 8 monthly Status Reports throughout the duration of the CA/CEI Services.

The Monthly Status Report must:

- Describe the previous month's Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget, or the Project schedule and Project budget

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to the City with the monthly Consultant invoice.

Assumptions
Construction is anticipated to begin October 2022 with an overall duration of 8 months.

Deliverables

- Monthly Status Report - Submitted to the City with the monthly invoice no later than the 15th calendar day of the month following the reporting month

TASK CE-02 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)

Consultant shall support the Project's needs by providing CA/CEI Services required for the City to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as needed to provide the engineering services required to administer design changes which may become necessary during the construction phase of the work.

CE-2.1 Project Progress Meetings

Consultant shall:

- Conduct the Pre-Construction Conference with the City of Ashland staff and the CC.
- Conduct periodic Project Progress Meetings with the CC and the City as needed. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships, and timely issue resolution.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and 26 meetings are assumed, including any activity specific meetings.

CE-2.2 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, Local Public Agency Quality Assurance Program, the Non-Field Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this amendment.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Issue First Notification when on-site construction work begins.
- Monitor overall budget and costs included in the Project Construction Authorization.
- Review Contractor's Request for Subcontract Consent.
- Prepare, submit, and coordinate processing of CCO and EWO.
- Prepare, track, and submit to City billings from CC.

Deliverables

- First Notification, Second (substantial completion), Third Note (warranty), and Final Acceptance
- Approved Subcontracts
- Draft CCO and EWO documents with supporting documents (cost estimate and justification)

CE-2.3 Monthly Preliminary Progress Estimates

Consultant shall:

- Prepare the monthly preliminary progress estimate for CC's work performed through the 25th day of each month.
- Submit the preliminary progress estimate or "no work" confirmation to the LAPM no later than the First Work Day of each month.

Deliverables

- Monthly Preliminary Progress Estimate

CE-2.4 Working Drawings, Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual, Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain the as-submitted copies in the Project files.
- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either Accepted, Accepted

with Comments, or Returned for Corrections. Unstamped Drawings shall be marked as Approved, Approved as Noted, or Returned for Correction.
- Include construction contract number on all shop drawings.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic Control Plan
- Erosion Control Plan
- Pollution Control Plan
- Construction Schedules (baseline and monthly updates)
- Concrete Mix Design(s)
- Up to 40 others as required by construction contract specifications
- Review of up to 10 resubmittals

Deliverables:
- Approved shop drawings with comments returned electronically

CE-2.5 Consultation during Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information ("RFIs".) The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project. Consultant shall engage the services of the POR on all matters involving design changes.

Deliverables:
- Written documentation of responses to CC or City inquiries submitted within 3 business days of inquiry unless other delivery date is agreed to by the City

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 20 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response. Task also assumes up to 25 hours of general coordination and consultation during construction.

CE-2.6 Design Modifications [CONTINGENCY TASK]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with the City and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the City, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO) to make them a part of the construction contract.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to The City at date agreed to when work was requested

CE-2.7 Claim(s) Support [CONTINGENCY TASK]

If authorized by the City, Consultant shall provide support to the City to review and respond to all claims submitted by the CC as specified in the Oregon Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Preparing memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Providing consultation related to claims (in person, via telephone, or email).
- Attending claim resolution meetings.
- Preparing a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 48 hours for claim(s) support. Assume up to 1 claim, each requiring 2 staff to do 1 day of preparation and attend up to 1 all-day meeting for each claim plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

TASK CE-03 CONSTRUCTION ACTIVITY MONITORING

CE-3.1 Construction Activity Monitoring

Consultant shall:

- Provide full-time inspection services to monitor construction activities during construction of the Project using ODOT-certified Inspectors and require compliance with the construction contract documents.
- Provide inspection concurrently with the CC's operation.
- Work closely with CC to ensure on-site inspections are coordinated with the construction schedule.
- Prepare General Daily Progress Reports of construction for days Consultant is on site.
- Take photos of the various construction activities.

During site visits, Consultant shall also visually assess all erosion control devices and verify all work is compliant with the issued regulatory permits and the special provisions. If deficiencies are noted, Consultant's inspector shall immediately bring the deficiency to the attention of the

CC and the City and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

This Task will also include ADA Ramp Inspections for compliance in general accordance with Contract documents and ODOT procedures.

Deliverables:

- General Daily Progress Reports – Completed each day Consultant is on-site and made available for review at Consultant's field office or home office. Originals submitted to The City with final Project documentation submittal per Task 5.4.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes full time (40 hours/week) inspection during the CC's activities for 26 weeks for 1 inspector.

CE-3.2 Quality Control Monitoring (Non-Field Tested & Field-Tested Materials)

Consultant shall:

- Document the work and non-field tested materials incorporated into the Project.
- Monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents.
- Monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Local Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by DOWL staff, and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with the Construction Contract requirements.

- Identify and monitor CC's quality control technicians, confirm proper and current certification(s), and ensure that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications, or if proper testing frequencies and procedures are not being followed.

Deliverables:
- Non-field and field-tested reports and certifications

TASK CE-04 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

ORS Chapter 92 - Subdivisions and Partitions
ORS Chapter 93 - Conveyancing and Recording
ORS Chapter 209 - County Surveyors
ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available on line at: http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx) to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

CE-4.1 Coordination, Calculation and Quality Assurance (QA) of Construction Contractor's Survey Work

Consultant shall:
- Coordinate with City and CC as needed to verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications, and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, City, and others as appropriate. Consultant shall coordinate with CC and City to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 2 weeks prior to beginning construction. Prepare and distribute the meeting agenda to City and other participants at least 4 business days prior to meeting. Prepare and distribute the meeting minutes to City and other participants within 1 week of meeting.
- Perform QA review of CC's survey data including, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.

- Perform QA review of CC's field survey work. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 12 site visits by a one-man survey crew for QA surveying.

Deliverables:
- Memo summarizing field checks 48 hours after field visit

CE-4.2 Locate, Recover & Reference Monuments
Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery, and retracement survey. Consultant shall document in field notes the monuments either found or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (including date),
- All monuments exist per the control, recovery, and retracement survey, or
- All monuments are within the new ROW and do not need to be reset

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:
- Recover monuments shown on the control, recovery, and retracement survey to confirm they either still exist or were destroyed during construction.
- Note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables:
- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within 2 weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and 1 electronic .pdf copy - Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.3 Right of Way Monumentation

Consultant shall:

- Reset any monuments that have been disturbed by the construction activities of this project.
- Set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables

- AutoCad Civil 3D file displaying the control and/or monuments – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final report of monument station and offset relationship to the alignment(s) – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and 1 copy in .pdf format – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.4 Monumentation Survey Filing Map (SFM)

Consultant shall:

- Create SFM in accordance with Agency Survey Filing Map Standards, County, and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the ODOT Construction Survey Manual for Contractors, available online at: http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx.
- Submit the survey to Jackson County for filing on archival Mylar or acceptable media per county requirements.

Deliverables

- SFM - File at the appropriate County Surveyor's office within 45 days of setting monuments.
- Submit the deliverables below to the City:
  - Final recorded SFM and narrative regarding methodologies used – Submit within 2 weeks of recording of the SFM with the appropriate County Surveyor's office

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

CE-5.1 Final Inspection(s)

Consultant shall attend a Project Final Inspection with CC and the City within 15 days of receiving notice from the CC that all punch list items, final trimming, and cleanup according to Section 00140.90 have been completed. If additional construction items are identified,

Consultant shall provide input to a punch list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant shall meet at Project site with the City for a follow-up to the Final Inspection, if necessary.

Deliverables:

- Comments for Project punch list to CC and the City 5 business days following final walk-through

CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the City standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to the City.
- The submittal and distribution requirements are specified in the "Deliverables" section of this task.

Deliverables:

Provide the City with Paper and PDF As-Built submittals, which shall be 11 x 17 in size.

- For Review:
    - Submit As-Builts in PDF format
- Upon Approval:
    - Provide full set As-Builts in PDF, formatted as Highest Quality Print
    - Provide 1 paper As-Built plan set
    - Provide the As-Builts with all external reference files and post construction survey in CAD format

CE-5.3 Submittal of Final Project Documents

Consultant shall organize and submit the final Project documentation that was inspected by the Consultant

Deliverables:

- All construction documents and general daily progress reports – Original documents must be submitted to Local Agency within 90 calendar days of Final Project Acceptance

Estimated Fee

Estimated engineering hours for this work are detailed in the attached spreadsheet. Labor rates are based on DOWL's 2021 billing rates table. We propose to complete the base services outlined in our scope of work on a time-and-material basis for an estimated fee not to exceed (NTE) $399,812.50 with contingency tasks totaling $24,700.00 to be completed only as authorized by the City of Ashland. The approved fee will not be exceeded without prior written authorization from the City of Ashland. Any changes to the scope of work, whether requested by the City of Ashland or due to other circumstances, will be documented in writing and promptly communicated to the City of Ashland.

We trust this proposal provides you with the information required for the Ashland Street Overlay from Siskiyou Boulevard to Faith Road project and hope it meets with your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,

Shane Javernick

Digitally signed by Shane Javernick
DN: CN=Shane Javernick, OU=Standard, OU=Users, OU=Staff, DC=DOWL, DC=COM
Date: 2022.05.20 16:38:51-07'00'

Shane A. Javernick, PE
Construction Project Manager

DOWL, LLC

2021 Salary Grade & Hourly Rates

Personnel Classification	
Accounting Manager	$160
Accounting Technician	$95
Administrative Assistant	$75
CAD Drafter I	$80
CAD Drafter II	$95
CAD Drafter III	$105
CAD Drafter IV	$115
CAD Drafter V	$125
Civil and Transportation Designer	$100
Contract Administrator I	$135
Contract Administrator II	$160
Engineer I	$105
Engineer II	$120
Engineer III	$145
Engineer IV	$165
Engineer V	$175
Engineer VI	$190
Engineer VII	$200
Engineer VIII	$210
Engineering Technician I	$85
Engineering Technician II	$95
Engineering Technician IV	$120
Engineering Technician VI	$150
Environmental Specialist I	$95
Environmental Specialist II	$110
Environmental Specialist III	$120
Environmental Specialist IV	$140
Environmental Specialist V	$150
Environmental Specialist VI	$170
Environmental Specialist VII	$185
Environmental Specialist VIII	$205
Environmental Specialist IX	$220
Environmental Specialist X	$240
Field Project Representative I	$105
Field Project Representative III	$115
Field Project Representative III	$145
Field Project Representative IV	$160
GIS Technician	$80
GIS Specialist	$95
GIS Coordinator	$145
Graphics Designer	$125
Intern I	$65
Marketing & Administrative Manager	$195
Marketing Coordinator	$135
Professional Land Surveyor II	$105
Professional Land Surveyor V	$135
Professional Land Surveyor IX	$185
Professional Land Surveyor X	$195
Professional Land Surveyor XI	$210
Project Controller	$140
Project Manager III	$165
Project Manager V	$195
Project Manager VI	$210
Senior CAD Drafter	$145
Senior Civil and Transportation Designer	$145

Personnel Classification	
Senior Manager I	$215
Senior Manager II	$235
Senior Manager III	$245
Senior Manager IV	$280
Senior Manager V	$290
Senior Manager VI	$310
Senior Proposal Manager	$175
Survey Technician - Supervisor	$130
Survey Technician I	$65
Survey Technician II	$70
Survey Technician III	$85
Survey Technician IV	$90
Survey Technician V	$95
Survey Technician VI	$105
Survey Technician VII	$120
Survey Technician VIII	$130
Survey Technician IX	$145
Systems Administrator	$130
Technical Coordinator	$155

Travel/Reimbursable Expenses:

Mileage: ODOT Current Rate

Reimbursable job costs will be invoiced at cost.

Equipment Charges:

Special equipment @ direct rental cost

DOWL, LLC.
City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE. -- CE
ESTIMATED COST

May 20, 2022

DOWL Project 2752.80029.01

	TASK	Project Manager V	Project Manager III	Field Project Representative III	Field Project Representative IV	Project Controller	Engineer III	Professional Land Surveyor X	Survey Technician V	Senior CAD Drafter		TOTAL HOURS	TOTAL DOWL $	DKS	GRI	TASK BUDGET
TASK CE-01	**Project Management of CA/CEI Services**															
CE-1.1	Project Management and Coordination	20	130	2	2		2					176	$ 29,550.00	$2,140	$0	$31,690.00
CE-1.3	Status Reports and Invoices		10			10						20	$ 3,050.00	$0	$0	$3,050.00
	Task Subtotal	20	160	2	2	10	2	0	0	0	0	196	$32,600.00	$2,140.00	$0.00	$34,740.00
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**															
CE-2.1	Project Progress Meetings	2	50	2	20	25						99	$ 15,630.00	$0	$0	$15,630.00
CE-2.2	Construction Contract Administration		40			84						124	$ 18,360.00	$0	$0	$18,360.00
CE-2.3	Monthly Preliminary Progress Estimates		15	30	20	35						100	$ 14,925.00	$0	$0	$14,925.00
CE-2.4	Working Drawings, Shop Drawings and Submittal Review	15	10		8	12	40					85	$ 13,335.00	$3,290	$0	$16,625.00
CE-2.5	Consultation During Construction	15	7			8	80					110	$ 16,800.00	$6,210	$2,120	$25,130.00
	Task Subtotal	32	122	32	48	164	120	0	0	0	0	408	$79,050.00	$9,500.00	$2,120.00	$90,670.00
TASK CE-03	**Construction, Environmental Compliance and Work Zone Monitoring and Inspection**															
CE-3.1	Construction Activity Monitoring		50	1100	104							1254	$ 184,390.00	$0	$0	$184,390.00
CE-3.2	Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)				50							50	$ 8,000.00	$0	$0	$8,000.00
	Task Subtotal	0	50	1100	154	0	0	0	0	0	0	1304	$192,390.00	$0.00	$0.00	$192,390.00
TASK CE-04	**Construction Surveying**															
CE-4.1	Coordination, Calculation and Quality Assurance (QA) of Construction Contractor's Survey Work		1	1		20		20	144			186	$ 20,690.00	$0	$0	$20,690.00
CE-4.2	Locate, Recover & Reference Monuments					1		2	20			23	$ 2,430.00	$0	$0	$2,430.00
CE-4.3	Right of Way Monumentation					1		2	20			23	$ 2,430.00	$0	$0	$2,430.00
CE-4.4	Monumentation Survey Filing Map (SFM)					1		20		40		61	$ 9,840.00	$0	$0	$9,840.00
	Task Subtotal	0	1	1	0	23	0	44	184	40	0	293	$35,390.00	$0.00	$0.00	$35,390.00
TASK CE-05	**Project Close-out**															
CE-5.1	Final Inspection(s)		12	8	8	3						31	$ 4,840.00	$0	$0	$4,840.00
CE-5.2	As-Constructed Plans	4		8		2	30			60		104	$ 15,270.00	$4,000	$0	$19,270.00
CE-5.3	Submittal of Project Documents		16	24	16	10						66	$ 10,080.00	$0	$0	$10,080.00
	Task Subtotal	4	28	40	24	13	30	0	0	60	0	201	$30,190.00	$4,000.00	$0.00	$34,190.00
	TOTAL HOURS	56	361	1173	228	313	152	44	184	100	0	2512				
														Expenses	Expenses	Sub Expense Total
	AVERAGE HOURLY RATES	$195.00	$165.00	$145.00	$160.00	$140.00	$145.00	$195.00	$95.00	$145.00	--			$1,570.00	$0.00	$1,570.00
	TOTAL LABOR ESTIMATE	$10,920	$59,565	$170,375	$36,480	$29,680	$22,040	$8,580	$17,480	$14,500	--		$369,620.00	$15,640.00	$2,120.00	$387,380.00
															DOWL BA	$10,329.70
															DOWL BASE LI	$369,630.00
															SUBCONSULTANT	$332.80
															tal Estimated Non-Contingency Costs =	**$399,812.50**

L ESTIMATED PROJECT COST (Base and Contingency) =	**$424,572.50**

DOWL EXPENSES	Design	
Task CE-03 Mileage (8320 miles from Medford at $0.59/mile)		
Task CE-04 Mileage (16 trips @ 375 miles from Eugene @ $0.585/mile RT)		
Task CE-04 Lodging (3 nights)		
Task CE-04 Per Diem (2 travel days and 2 full days)		
Task CE-04 Survey Recording Fee (6 pages)		
Totals	$0.00	$10,329.70

	CONTINGENCY TASKS	Project Manager V	Project Manager III	Field Project Representative III	Field Project Representative IV	Project Controller	Engineer III	Professional Land Surveyor X	Survey Technician V	Senior CAD Drafter	0	TOTAL HOURS	TOTAL DOWL $	DKS	GRI	TASK BUDGET
		0	0	0	0	0	0	0	0	0	0					
TASK CE-02	**Location Surveying and Mapping**															
CE-2.6	Design Modifications	3	13				15			25		60	$ 9,230.00	$6,030	$0	$15,280.00
CE-2.7	Claim(s) Support		32			2						48	$ 9,480.00	$0	$0	$9,480.00
	Task Subtotal	3	47	0	0	2	15	0	0	25	0	108	$18,730.00	$6,030.00	$0.00	$24,760.00
	TOTAL HOURS	3	47	0	0	2	15	0	0	25	0	108				
														Expenses	Expenses	Sub Expense Total
	AVERAGE HOURLY RATES	$195.00	$165.00	$145.00	$160.00	$140.00	$145.00	$195.00	$95.00	$145.00	#N/A			$0.00	$0.00	$0.00
	TOTAL LABOR ESTIMATE	$975	$7,755	$0	$0	$280	$2,175	$0	$0	$3,625	#N/A		$18,730.00	$6,030.00	$0.00	$24,760.00
															DOWL BA	$0.00
															DOWL BASE LI	#N/A
															SUBCONSULTANT	$0.00
															Total Estimated Contingency Costs =	**$24,760.00**

DKS Associates
City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE.
ESTIMATED COST

May 20, 2022

DOWL Project 2752.80029.01

	TASK	Grade 43	Grade 37	Grade 28	Grade 18	Grade 17	Tech V	TOTAL HOURS				TASK BUDGET
TASK CE-01	**Project Management of CA/CEI Services**											
CE-1.1	Project Management and Coordination	1	5				5	11				$2,140.00
	Task Subtotal	1	5	0	0	0	5	11				$2,140.00
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**											
CE-2.4	Working Drawings, Shop Drawings and Submittal Review		2	6	10		2	20				$3,290.00
CE-2.5	Consultation During Construction		2	14	20		2	38				$6,210.00
	Task Subtotal	0	4	20	30	0	4	58				$9,500.00
TASK 5	**Utility Coordination**											
CE-5.2	As-Constructed Plans		2	4	12	6	2	26				$4,000.00
	Task Subtotal	0	2	4	12	6	2	26				$4,000.00
	TOTAL HOURS	1	11	24	42	6	11	95				
	AVERAGE HOURLY RATES	$265.00	$235.00	$190.00	$140.00	$135.00	$140.00					
	TOTAL LABOR ESTIMATE	$265	$2,585	$4,560	$5,880	$810	$1,540					$15,640.00
										BASE EXPENSES =		$1,570.00
										BASE LABOR COSTS =		$15,640.00

Total Estimated Non-Contingency Costs =	**$17,210.00**
TOTAL ESTIMATED PROJECT COSTS =	**$23,240.00**

EXPENSES	Design	Construction	
Lodging (1 night, 2 people, Ashland C		$290	
Meals (2 days for 2 people)		$320	
Airfare (2 people, PDX to MFR)		$900	
Rental Car (Medford OR)		$60	
Totals	$0.00	$1,570.00	$1,570.00

	CONTINGENCY TASKS	Grade 43	Grade 37	Grade 28	Grade 18	Grade 17	Tech V	TOTAL HOURS				TASK BUDGET
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**											
CE-2.6	Design Modifications	2	4	8	12	8	2	36				$6,030.00
	AVERAGE HOURLY RATES	$265.00	$235.00	$190.00	$140.00	$135.00	$140.00					
	TOTAL LABOR ESTIMATE	$530	$940	$1,520	$1,680	$1,080	$280					$6,030.00
										CONTINGENCY EXPENSES =		$0.00
										CONTINGENCY LABOR COSTS =		$6,030.00

Total Estimated Contingency Costs =	**$6,030.00**

GRI
City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE.
ESTIMATED COST

May 20, 2022

DOWL Project 2752.80029.01

TASK		Principal					TOTAL HOURS				TASK BUDGET
TASK CE-02	Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)										
CE-2.2	Consultation During Construction	8					8				$2,120.00
	TOTAL HOURS	8	0	0	0	0	8				
	AVERAGE HOURLY RATES	$265.00	$0.00	$0.00	$0.00	$0.00					
	TOTAL LABOR ESTIMATE	$2,120	--	--	--	--					$2,120.00
								BASE EXPENSES =			$0.00
								BASE LABOR COSTS =			$2,120.00

Total Estimated Non-Contingency Costs =	$2,120.00
TOTAL ESTIMATED PROJECT COSTS =	$2,120.00

Council Business Meeting

June 20, 2023

Agenda Item	a) Construction Contract with LTM, Inc. (dba Knife River Materials) for the Ashland Street Reconstruction Project (PW 2019-24); and b) Five-year Street Cut Moratorium on Ashland Street	
From	Scott A. Fleury, PE Karl J. Johnson, EIT	Public Works Director Associate Engineer/Project Manager
Contact	scott.fleury@ashland.or.us 541.552.2412 karl.johnson@ashland.or.us 541.552.2415	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before Council, acting as the Local Contract Review Board, is a request to approve a construction contract with LTM, Incorporated, doing business as Knife River Materials, for the Ashland Street Overlay Project for a total contract amount not to exceed $3,748,086.98 and to enact a five-year street cut moratorium to the affected street section.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

A: Prioritize the "Essential Services"

- Streets

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

- Multi-Modal Transportation
- All-Age Friendly Community

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

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.

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

PREVIOUS COUNCIL ACTIONS

The Council has previously awarded construction contracts for pavement rehabilitation projects. The last major roadway project was Hersey Street.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland released the Invitation to Bid (ITB) documents resulting in a public improvement contract with the City of Ashland for supplying all labor, equipment, and materials necessary to construct the Ashland Street Overlay Project No. 2019-24. The project includes, but is not limited to, the following major work items: earthwork and drainage, full depth reconstruction, asphalt concrete paving, miscellaneous concrete structures, ADA ramp upgrades, crossing safety improvements, protected bike lanes and miscellaneous electrical work. The ITB was posted on OregonBuys on March 21, 2023, advertised in the Daily Journal of Commerce, and documents were also on file at the City in the Community Development Building at 51 Winburn Way. Bids were received and opened on April 18, 2023. One bid was received, from Knife River Materials and that bid was deemed responsive. The original bid from Knife River Materials was $3,953,558.18 and led to discussions between Knife River Materials, DOWL LLC and the City in an attempt to lower some of the costs of the project. Through those discussions an adjustment down to a total project cost of $3,748,086.98 was achieved, a savings of $205,471.20.

As this is a full rebuild of the street and as all utilities have been informed of the proposed work and had the ability to complete underground utility work prior to the project award, staff is requesting that Council add to their approval a proposed street cut moratorium. Once the construction project is fully complete and accepted by the City, a five-year moratorium would be placed on any asphalt cuts within the improved area of Ashland Street. Should an emergent requirement arise during this five-year period that required a utility, business or homeowner to make a cut into this new asphalt, the City, in addition to all requirements set forth in the Ashland Municipal Code section 13.12, would also require a full half street overlay of the affected area to maintain the integrity of the investment the City has made to Ashland Street.

FISCAL IMPACTS

The 2022-23 & 2023-24 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of $3,500,000 for this project. This project coincides with the construction engineering services personal services contract with DOWL, LLC., for the Ashland Street Overlay Project. The construction cost estimate for the project was $3,231,900.00, with the bid amount being $516,186.98 above the engineer's cost estimate.

Staff is currently working with the Infrastructure Finance Authority (IFA) on a debt instrument to fund the project. Debt is required to fully fund this project and other street rehabilitation projects forecasted in the coming years. Debt is also required to be obtained as outlined in the Food and Beverage Ordinance for Street Rehabilitation Projects. The totalized debt as allowed would also include the previous expenditures for preliminary and final engineering. Currently the IFA is offering through their Special Public Works Fund program a 15-year loan term at a rate of 3.05% for projects of this nature. Staff expects to work out final details for financing with the Finance Director moving forward.

DISCUSSION QUESTIONS

Does the Council have any questions about the Ashland Street rehabilitation project or associated contractual process used?

SUGGESTED NEXT STEPS

Council, acting as the Local Contract Review Board, has the option to approve this contract or refer action back to staff to rebid the project or request that the project not be constructed. Potential motions include:

a) I move to approve the construction contract with LTM, Incorporated (dba Knife River Materials) for the Ashland Street Overlay Project for a contract amount not to exceed $3,748,086.98;
b) I move to enact a five-year street cut moratorium to the affected street section.

Alternative Motions:

- I move to direct staff develop a new solicitation and construction bid for this project.
- I move that the street cut moratorium is not included in the approval of the construction contract.

REFERENCES & ATTACHMENTS

Attachment 1: Public Improvement Contract between the City and LTM, Incorporated dba Knife River Materials

PUBLIC IMPROVEMENT CONTRACT

FOR

ASHLAND STREET OVERLAY PROJECT

PROJECT NO. 2019-24

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and LTM, Incorporated dba Knife River Materials (hereinafter "Contractor").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

Karl Johnson, Associate Engineer, City of Ashland Public Works/Engineering Division

2. WORK:

2.1. The Work under this Contract is for the *ASHLAND STREET OVERLAY PROJECT, Project No. 2019-24* as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows: The Work is generally described as follows: An Asphalt overlay of approximately 0.75-mile of Ashland Street between Siskiyou Boulevard and Faith Avenue. Project and will include cold plane pavement removal of varying depths of the existing roadway, replacement of non-ADA compliant handicap access ramps, and asphalt concrete paving. The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. **Contractor** shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the *ASHLAND STREET OVERLAY*

PROJECT, Project No. 2019-24. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed according to subsection **00180.50(h) Contract Time** of the Project Special Provisions.

4. CONSIDERATION

4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of **$3,748,086.98** (three million, seven hundred and forty-eight thousand, eighty six dollars and ninety eight cents) for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.

4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

5.1. Contractor has examined and carefully studied the contract documents, and any data and reference items identified in the contract documents.

5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to technical data in such reports and drawings, and reports and drawings relating to hazardous environmental conditions, if any, at or

adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.

5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the contract documents; and the Site-related reports and drawings identified in the contract documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the contract documents.

5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract documents, and the written resolution thereof by City is acceptable to Contractor.

5.9. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in persopnam* jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): LTM, Incorporated dba Knife River Materials

Contact Name: Jon Barton Phone: (541) 770-2960 Fax: (541) 664-4567

Address P. O. Box 1145 Medford, OR 97501

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License # _____ Construction Contractors Board # 56603

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one):

☐ Individual ☐ Sole Proprietorship ☐ Partnership

☒ Corporation ☐ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts **(Exhibit A)** together with **Exhibits B through J** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2021 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2021 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A,** in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

_____

Signature/Title

_____

Printed name

_____

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

_____

City Manager, City of Ashland

_____

Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions
Bid Schedule
Insurance Requirements

CERTIFICATE 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 Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

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1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this Contract as an independent contractor.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit D**.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon 2021 Standard Specifications for Construction, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:

   i. A written employee drug-testing policy,

   ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

   iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.

c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's

performance obligation (which includes, without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.

d. Contractor will require each subcontractor providing labor for the project to:

   i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

   ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

a. Failure of the Contractor to correct unsafe conditions;
b. Failure of the Contractor to carry out any provision of the Contract;
c. Failure of the Contractor to carry out orders;
d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
e. Allowance of time required to investigate differing site conditions;
f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.

d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.

Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580 as set forth on **Exhibit B, attached hereto and made a part hereof by this reference** In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and 279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis- Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to

701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is $50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.

d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of $30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

e. If the Contract is for a public work and the Contract price is $50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

a.

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

b. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

c. Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.

d. When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

e. At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

a. Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

a. Bills, certificates, notes or bonds of the United States.
b. Other obligations of the United States or its agencies.
c. Obligations of any corporation wholly owned by the federal government.
d. Indebtedness of the Federal National Mortgage Association.
e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.

b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars ($1,000), no progress payment will be made for that estimate period, unless approved by the City.

c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.

f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).

g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent

(100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

a. SUBSTANTIAL COMPLETION. Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit F.** Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.

b. FINAL COMPLETION. Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not

limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit G** and executed "Release of Liens and Claims" (**Exhibit H**).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this contract:

   i. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the City under such contract; [279C.580(3)(a)] and

   ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a)(i) above. A contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or contractor when payment was due. The interest penalty shall be:

A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and

B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]

b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]

c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]

e. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)] The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]

f. Pursuant to ORS 279C.515(1), if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

g. Pursuant to ORS 279C.515(2), if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

h. Pursuant to ORS 279C.515(3), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

i. Pursuant to ORS 279C.515(4), the payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

j. Living Wage Rates: If the amount of this contract is $18,703 or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor

or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit C.** All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race,

religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
- Forest Service
- Soil Conservation Service

Commerce Department of
- National Oceanic and Atmospheric Administration (NOAA)
- National Marine Fisheries Service (NMFS)

Defense, Department of
- Army Corps of Engineers

Energy, Department of
- Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services Department of
- Housing and Urban Development,
- Solar Energy and Energy Conservation Bank

Interior, Department of
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Mines
- Bureau of Reclamation
- Geological Survey
- Minerals Management Service
- U.S. Fish and Wildlife Service

Labor, Department of
- Mine Safety and Health Administration

Occupational Safety and Health Administration

Transportation, Department of
- Coast Guard
- Federal Highway Administration

Water Resources Council

State Agencies:

Administrative Services, Department of
Agriculture, Department of
Consumer & Business Services, Department of
Oregon Occupational Safety & Health Division
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

City of Ashland
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the

contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

(a) Terminate the contract;

(b) Complete the work itself;

(c) Use non-City forces already under contract with the City;

(d) Require that the underlying property owner be responsible for cleanup;

(e) Solicit bids for a new contractor to provide the necessary services; or

(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Karl Johnson, Associate Engineer
Public Works/Street Department
20 E. Main Street
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENTS: EXHIBITS B-J

EXHIBIT B	**COMPLIANCE WITH APPLICABLE PUBLIC CONTRACT LAW**
EXHIBIT C	**INSURANCE REQUIREMENTS**
EXHIBIT D	**INDEPENDENT CONTRACTOR CERTIFICATION**
EXHIBIT E	**BONDS (BID, PAYMENT AND PERFORMANCE)**
EXHIBIT F	**CERTIFICATE OF SUBSTANTIAL COMPLETION**
EXHIBIT G	**CERTIFICATE OF COMPLIANCE**
EXHIBIT H	**RELEASE OF LIENS AND CLAIMS**
EXHIBIT I	**CERTIFICATE OF FINAL COMPLETION**
EXHIBIT J	**INSTRUCTIONS TO BIDDERS**
EXHIBIT K	**NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY FOR CONTRACTORS**

EXHIBIT B

COMPLIANCE WITH APPLICABLE LAW
PUBLIC IMPROVEMENT CONTRACT

This exhibit contains the requirements for public contracting as set forth in ORS 279C.360 through and including ORS 279C.800 and is available through the city Engineering Office at 51 Winburn Way, Ashland, Oregon or online at www.leg.state.or.us/ors

EXHIBIT C

PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 or ☒ $2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ $1,000,000 or ☒ $2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk *(Check here if required)* insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity Signature Date

B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor and Project Manager certifies that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701 if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

____ A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.

____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.

____ C. Telephone listing is used for the business that is separate from the personal residence listing.

____ D. Labor or services are performed only pursuant to written contracts.

____ E. Labor or services are performed for two or more different persons within a period of one year.

____ F. Contractor assumes 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.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature Date

Project Manager Signature Date

EXHIBIT E

BONDS
CITY OF ASHLAND
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($_____)
_____ Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the ***ASHLAND STREET OVERLAY PROJECT No. 2019-24*** , which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20___.

_____	_____
Surety	Principal
_____	_____
Address	Address
By:_____	By: _____

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***ASHLAND STREET OVERLAY PROJECT No. 2019-24.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.380 through 279C.390.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

CONTRACTOR: _____

By: _____

(Corporate Seal)

Title: _____

Legal Address: _____

_____

Attest: _____

Corporate Secretary

WITNESS:

SURETY: _____

By: _____

(Corporate Seal)

Title: _____

Legal Address: _____

_____

Attest: _____

Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***ASHLAND STREET OVERLAY PROJECT No. 2019-24***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.600 through 279C.620.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

CONTRACTOR: _____

By: _____

(Corporate Seal)

Title: _____

Legal Address: _____

_____

Attest: _____

Corporate Secretary

WITNESS:

SURETY: _____

By: _____

(Corporate Seal)

Title: _____

Legal Address: _____

_____

Attest: _____

Corporate Secretary

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

City Project Name: _____

City Project Number: _____

Contractor Name: _____

Contract Amount: _____ Initial Contract Date: _____

This Certificate of Substantial Completion applies to:

☑ All Work under the Contract Documents, or
☐ To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and CITY, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

Security	☐ City	☐ Contractor
Operation	☐ City	☐ Contractor
Safety	☐ City	☐ Contractor
Maintenance	☐ City	☐ Contractor
Heat	☐ City	☐ Contractor
Utilities	☐ City	☐ Contractor
Insurance	☐ City	☐ Contractor
Warranties	☐ City	☐ Contractor

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on: _____, _____.

By: _____

CITY accepts this Certificate of Substantial Completion on: _____, _____.

By: _____
CITY of ASHLAND

EXHIBIT G

CERTIFICATE OF COMPLIANCE

_____

CIP Number: _____

Contractor: _____

_____

_____

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.

2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.

5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: _____

By: _____ **Date:** _____

Title: _____

EXHIBIT H

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS

[THIS SWORN STATEMENT IS A PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

TO: City of Ashland
20 East Main Street
Ashland, Oregon 97520

FROM: _____
_____
_____

PROJECT: _____

In connection with our request for final payment for the above project, I, _____, hereby state that:

all subcontractors and suppliers on this project have been paid in full,
all obligations on the project have been satisfied,
all monetary claims and indebtedness on this project have been paid, and
all disputes with property owners have been resolved.

There are no liens or claims of any kind outstanding or threatened against the project.

Furthermore, I agree to indemnify and hold harmless CITY of ASHLAND from any and all claims for labor or materials furnished under the contract for the above project.

SWORN STATEMENT
I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct.

Dated this _____ day of _____, 20___.

Contractor:
By: _____
Title:

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 20___, before me personally appeared _____, _____whom I know personally
_____whose identity I proved on the basis of _____
_____whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the above document, and he/she acknowledged that he/she executed the same under oath/affirmation.

_____
Notary Public for Oregon

EXHIBIT I

CERTIFICATE OF FINAL COMPLETION

Project Number: _____

Project: _____

_____

Contractor: _____

Contract Signed: _____ Contract Expires: _____

Contract Completed: _____ Delinquent: _____

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City, according to the plans and specifications.

_____ _____ _____

Contractor *Title* *Date*

The City has determined the project is 100% complete in compliance with all contract documents.

_____ _____

Inspector Supervisor *Date*

_____ _____

Project Manager *Date*

_____

CITY of ASHLAND *Title* *Date*

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

EXHIBIT J

INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Ashland Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

a. Each bid must contain a completed Bid including the following:

i. A Bid and Schedule of Prices.

ii. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.

iii. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.

iv. A statement by the bidder, as part of their bid, that the bidder 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.

v. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

vi. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal.

vii. A statement that the bidder has a current and valid registration with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.

viii. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place. [OAR 137-049-0200(1)(c)(B)].

ix. First Tier Subcontractor form for the project on the City form (physically received in accordance with ORS 279C.370 within 2 working hours of the bid opening).

x. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.

xi. Certification: Non-discrimination (in bid)

xii. Certification: No Conflict of Interest (in bid)

xiii. Certification: Not ineligible for Public Works Contracts [OAR 137-049-0230] (in bid)

b. The City will publish notice of any addenda on OregonBuys website https://oregonbuys.gov/bso/view/login/login.xhtml . The addenda may be downloaded or picked up at the City Engineering Office located at 51 Winburn Way, Ashland Oregon, 97520. Check the website frequently until closing.

c. No bid will be received or considered by the City of Ashland unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage is available at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

d. Each Bidder must identify in the Bid whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.

f. No bid for a construction contract shall be received or considered by the City of Ashland unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.

h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370; OAR 137-049-0360).

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

(1) The subcontractor's name,

(2) The dollar value of the subcontract, and

(3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ASHLAND MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

i. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be

irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City's option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

A. Executed a formal contract;

B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;

C. Furnish proof of public works bond filed with BOLI; and

D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PRE-BID CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. [OAR 137-049-0200(1)(a)(C).] [ORS 279C.365(1)(c)] For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450 and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance and accompanying Fee Resolution)

5. FORM OF BID

A. Bids shall be submitted in sealed envelopes to:

Street Address:
Karl Johnson
Associate Engineer
City of Ashland
51 Winburn Way
Ashland, Oregon 97520

Mailing Address:
Karl Johnson
Associate Engineer
City of Ashland
20 E. Main Street
Ashland, Oregon 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids

C. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled closing time for submission of bids as set forth in the invitation for bids will be rejected. Bids will be time and date stamped by Community Development Department / Public Works Counter personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at Community Development Department Counter; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Prior to submitting a bid, it is the responsibility of each Bidder to:

(1) Examine the plans, specifications and contract documents thoroughly.

(2) Become fully informed as to the quality and quantity of materials and the character of the work required.

(3) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.

(4) Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations

(5) Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.

(6) Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.

(7) Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

B. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

C. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

D. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

E. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.

F. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

B. No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance. The

Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

10. UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:

- Specifically rejects the Bid, and
- Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.

B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:

(a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:

(i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;

(ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

(iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.

(b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.

(c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:

(i) The nature of the error;

(ii) That the error is not a minor informality under this subsection or an error in judgment;

(iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;

(iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;

(v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;

(vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;

(vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and

(viii) That the Bidder promptly gave notice of the claimed error to the City.

(d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

13. REJECTION OF BIDS

a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

14. BID PROTEST. [OAR 137-049-0260].

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at $1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto.

Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

16. PREVAILING WAGE RATE

The Contractor shall be required to follow standard billing format as set forth from State or Federal Funding sources. The Siskiyou Boulevard Waterline Replacement shall follow the current State of Oregon BOLI Wage Rates. The rates utilized will be noted at the date of the bid shown at the following location: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

EXHIBIT K

CITY OF ASHLAND
NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

1. GENERAL POLICY OF NON-DISCRIMINATION

It is the policy of the City of Ashland to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. DISCRIMINATION BECAUSE OF SEX

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or

B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. DISCRIMINATION BECAUSE OF DISABILITY

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the

employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or

B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.

C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. DISCRIMINATION BECAUSE OF AGE

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;

B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or

B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. DEFINITIONS

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.

B. "Disability" and "handicap" are intended to be synonymous.

C. The Contractor is not entitled to advisory opinions or advice from City representatives as regards the specific application of this policy. It is up to the Contractor, and their own legal counsel to ascertain compliance with this policy, federal, state and local law. The City expressly disclaims any responsibility for the Contractor's reliance on advice or opinions given by City representatives.

D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. ADVERTISING AND PROMOTIONAL MATERIAL

A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

"_____(name of contractor)_____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Ashland, the Contractor shall include the following statement:

"This _____(program or service as applicable)_____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact ___(name of contractor's representative)___ at ___(phone number)___.

8. RETALIATION

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Ashland, or any state or federal court or agency.

9. GRIEVANCE PROCEDURE

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Ashland where it conducts any operations. Likewise, the Contractor shall fully cooperate with the designated representative of the City of Ashland and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. VIOLATIONS

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Ashland contracts, or both.

11. CONTRACTS DIRECTLY FUNDED BY FEDERAL OR STATE AGENCIES

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of "affirmative action" to ensure equal opportunity, and specific standards and reporting requirements to be met. "Affirmative action", in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this policy, the Invitation for Bids will state:

"This project is funded in whole or in part through ___(name of agency)___. Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bids."

Council Business Meeting

June 20, 2023

Agenda Item	Sole Source Procurement Contract for Wastewater Treatment Biosolids Disposal with Dry Creek Landfill	
From	Michael Morrison Ben Russell	Operations Deputy Director Wastewater Treatment Plant Supervisor
Contact	michael.morrison@ashland.or.us 541-552-2325 ben.russell@ashland.or.us 541-552-2335	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

Approval is being requested for a **Sole Source Procurement greater than $100,000.00**.

This **Sole Source Procurement** will allow the Wastewater Treatment Plant Supervisor to directly award a contract to Dry Creek Landfill for the disposal of biosolids. The term for this Sole Source Procurement will begin on July 1, 2023, and end on June 30, 2024.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Maintain Essential Services – Wastewater

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

BACKGROUND AND ADDITIONAL INFORMATION

The previous Sole Source Procurement was approved by the City Council on July 19, 2022, for the term that began on July 1, 2022 and will end on June 30, 2023.

The WWTP operates under a DEQ permit and the biosolids that are generated at the plant are required to be disposed of in a manner that meets all federal and state regulations on a daily basis. The closest local and approved disposal site for biosolids in the Rogue Valley is Dry Creek Landfill. The staff at the WWTP is continually focused on efficiency and consistency in the biosolids drying process to ensure a drier product thereby reducing the weight and effectively reducing the overall cost of disposing biosolids.

FISCAL IMPACTS

The new disposal rate for FY 2024 is $60.38 per ton with a minimum charge of $395.00 per load and will be effective July 1, 2023. The estimate for FY 2024 is 4,000 tons at a cost of $60.38 per ton for a total estimated cost of $241,500.00.

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

Staff recommends a Sole Source Procurement be approved and the public contract be directly awarded to Dry Creek Landfill.

REFERENCES & ATTACHMENTS

1. Form #6 Sole Source Determination and Written Findings Greater than $100,000.00
2. Dry Creek Landfill Rate Sheet Effective July 1, 2023

FORM #6

CITY OF ASHLAND

SOLE-SOURCE DETERMINATION AND WRITTEN FINDINGS

GOODS AND SERVICES
Greater than $100,000

To: City Council, Local Contract Review Board

From: Ben Russell, Wastewater Treatment Plant Supervisor

Date: June 20, 2023

Re: **Sole Source Determination and Written Findings for Goods and Services**

In accordance with AMC 2.50.090(F), the Department Head shall determine in writing that there is only one provider of a product or service of the quality and type required available.

Estimated total value of contract: $241,500.00 (FY 2024)

Project name: Dry Creek Landfill – Disposal of Biosolids

Description of goods and services: Location for biosolids disposal

Background:

The City of Ashland operates Wastewater Treatment Plant under a permit issued by the Oregon Department of Environmental Quality. The permit requires biosolids generated at the WWTP to be disposed of on a daily basis. These solids need to be handled properly and buried in a timely manner. The WWTP generates on average one 15-yard dump truck of solids daily. Dry Creek Landfill is the closest approved site that we can dispose of these solids for burial. The staff at the Wastewater Treatment Plant are focused on efficient cost savings and will look to improve the consistency in the biosolids drying process to ensure a drier product thereby reducing the weight and effectively reducing the overall cost of disposing biosolids.

The new disposal rate for FY 2024 is $60.38 per ton with a minimum charge of $395.00 per load and will be effective July 1, 2023. The estimate for FY 2024 is 4,000 tons at a cost of $60.38 per ton for a total estimated cost of $241,500.00.

This Sole Source Procurement is being requested for a term of one year beginning July 1, 2023, and ending on June 30, 2024.

Findings:

[The findings below must include factual information supporting the determination.]

Market Research Overall finding:

Dry Creek Landfill is the closest approved disposal site.

[In accordance with ORS 279B.075, these are the examples of findings that should be addressed. ***Select at least one of the findings and prepare the determination*** *as it specifically relates to the good or service being procured. More than one finding can be addressed. The findings are as follows.]*

Pursuant to ORS 279B.075 (2)(a): Provide findings supporting your determination that the efficient utilization of existing goods requires the acquisition of compatible goods or services from only one source.

N/A

Pursuant to ORS 279B.075 (2)(b): Provide findings supporting your determination that the goods or services required for the exchange of software or data with other public or private agencies are available from only one source.

N/A

Pursuant to ORS 279B.075 (2)(c): Provide findings supporting your determination that the goods or services are for use in a pilot or an experimental project.

N/A

Pursuant to ORS 279B.075 (2)(d): Any other findings that support the conclusion that the goods or services are available from only one source.

N/A

PUBLIC NOTICE:

Pursuant to OAR 137-047-0275 (2), a Contracting Agency shall give public notice of the Contract Review Authority's determination that the Goods and Services or class of Goods and Services are available from only one source in a manner similar to the public notice of Competitive Sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services to be acquired by a Sole Source Procurement. The Contracting Agency shall give such public notice at least seven days before Award of the Contract.

After the Sole Source Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us **-** *[06/21/2021 – if approved 06/01/2021]*

PUBLIC NOTICE
Approval of a Sole Source Procurement

First date of publication: *[06/21/2021 – if approved 06/20/2021]*

A request for approval of a Sole Source procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *[06/20/2021 – if approved].*

It has been determined based on written findings that the following Goods and Services are available from only one source.

Biosolids from the Wastewater Treatment Plant are required to be disposed of in a manner that meets all federal and state regulations. The closest local approved disposal site for biosolids in the Rogue Valley is Dry Creek Landfill. Biosolids are hauled daily to the landfill site for burial. The new disposal rate is $60.38 per ton with a minimum charge of $395.00 per load and will be effective July 1, 2023. The estimate for FY 2024 is 4,000 tons at a cost of $60.38 per ton for a total estimated cost of $241,500.00. Staff at the Wastewater Treatment Plant are focused on efficient cost savings and will look to improve the consistency in the biosolids drying process to ensure a drier product thereby reducing the weight and effectively reducing the overall cost of disposing biosolids.

The contract terms, conditions and specifications may be reviewed upon request by contacting Ben Russell at 541-552-2335 or ben.russell@ashland.or.us

An affected person may protest the determination that the goods and services are available from only one source in accordance with OAR 137-047-0710. A written protest shall be delivered to the following address: City of Ashland, Kari Olson, Purchasing Specialist, 90 N. Mountain Avenue, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00pm on *[06/28/2021 – if published 06/21/2021].*

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Sole Source procurement.

roguedisposal.com

C/O Ben Russell
City of Ashland Public Works
90 N Mountain Ave
Ashland, OR 97520

Dear Valued Customer

Re: Customer # 02-993

At Dry Creek Landfill we work hard to provide affordable and comprehensive services for the safety and protection of our community and our environment. In order to keep pace with changes in the cost of providing these services, it's necessary we periodically review and adjust our rates.

Effective July 1, 2023, rates will be as follows:

Municipal Solid Waste	
General Disposal	$ 74.75 per ton
Minumum charge	$ 395.00 per ton
Equipment:	
Telehandler (forklift)	$ 55.00 per hr $450.00 per day
Backhoe	$ 65.00 per hr $525.00 per day
330 Excavator	$ 270.00 per hr $2100 per day
Operator	$ 85.00 per hr $680 per day
Hard to Handle Fee	$180.00
Financial	
Returned Check Charge	$35.00 each check.

As a valued customer we are pleased to offer a discounted rate for the following materials:

Special Pricing for sludge	$60.38 per ton

Thank you for your understanding and for being our valued customer. Please reach out to us at 541.779.4161 if have any questions.

Jenifer Stuber, PE

General Manager
Dry Creek Landfill

Council Business Meeting

June 20, 2023

Agenda Item	Contract for Water and Wastewater Treatment Plant Chemicals per Bids Tabulations with: a) Cascade Columbia Distribution Company b) Northstar Chemical, Inc. c) TR International Trading Company	
From	Michael Morrison	Operations Deputy Director
Contact	michael.morrison@ashland.or.us 541-552-2325	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

The Water and Wastewater Treatment Plants procure chemicals that are required to maintain consistent treatment plant operations and meet water quality standards as required by the Oregon Health Authority (water) and the Department of Environmental Quality (wastewater). Approval is being requested to award public contracts to the lowest bidders that meet the individual chemical specifications resulting from a formal competitive sealed bid (Invitation to Bid)

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Essential Service
  - Water
  - Wastewater
- Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs.
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

BACKGROUND AND ADDITIONAL INFORMATION

The previous public contracts awarded for these chemicals were approved by the City Council on June 15, 2021, for a term that began July 1, 2021, and will end on June 30, 2023.

The contracts in need of approval now resulted from a formal competitive sealed bid (Invitation to Bid) and eight (8) bids were received in response to this ITB. This ITB allows for multiple contract awards and individual contracts will be awarded to the lowest responsible and responsive bidders for each of the chemicals. The term for these public contracts will begin on July 1, 2023, and end on June 30, 2024.

In accordance with AMC 2.50.080(C), the City Council acting as the Local Contract Review Board is required to approve the award of public contract(s) resulting from a formal competitive sealed bid.

In accordance with AMC 2.50.070(1), the multiple contracts resulting from a single ITB exceeds the delegated authority of $100,000.00 for Goods and Services (type of procurement) and thus requires Council approval.

The City's intent is to award the public contracts for chemicals as follows:

Water Treatment Plant		Bidder	Estimated number of orders for FY 2024	Cost/Order FY 2024	Cost Estimate FY 2024
Chemical #1	ALUMINUM SULFATE	Cascade Columbia Distribution Company	13	$7,034.40	$91.447.20
Chemical #2	SODIUM HYPOCHLORITE	Cascade Columbia Distribution Company	13	$5,032.50	65,422.50
Chemical #3	CYTEC SUPERFLOC C-573 FLOCCULANT	NorthStar Chemical Inc.	9	$3,400.00	30,600.00
Chemical #4	CYTEC SUPERFLOC N-300 LMW FLOCCULANT	Cascade Columbia Distribution Company	6	$1,649.20	9,895.20
Chemical #5	SODA ASH, DENSE, FREE FLOWING	TR International Trading Company	13	$4,657.50	60,547.50
Chemical #6	SODIUM CARBONATE PEROXYHYDRATE, FREE FLOWING – "GREENCLEAN"	No bids received			
				Total Estimated Amount – FY 2024	**$257,912.40**

Wastewater Treatment Plant		Bidder	Estimated number of orders for FY 2024	Cost/Order FY 2024	Cost Estimate FY 2024
Chemical #7	SODIUM HYPOCHLORITE	Cascade Columbia Distribution Company	6	$2,013.00	$12,078.00
Chemical #8	CITRIC ACID	Cascade Columbia Distribution Company	2	$7,205.00	14,410.00
Chemical #9	ALUMINUM SULFATE	Cascade Columbia Distribution Company	18	$5,899.50	106,191.00
				Total Estimated Amounts – FY 2024	**$132,679.00**

FISCAL IMPACTS

Funds are budgeted each fiscal year for all of the chemicals required for use at each of the plants.

SUGGESTED NEXT STEPS

Staff recommends the public contracts be awarded for water and wastewater plant chemicals per the table above and attached bid tab to the following firms:

d) Cascade Columbia Distribution Company
e) Northstar Chemical, Inc.
f) TR International Trading Company

REFERENCES & ATTACHMENTS

ITB – Bid Tab for Chemicals

2023 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treati

Bids due by 2:00:00 PM (PST) May 23, 2023

Firm pricing July 1, 2023 to June 30, 2024

CHEMICAL #1 - WTP Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Chemtrade	NO BID	NO BID	NO BID	NO BID	NO BID	Thatch Cal
Number of pounds (Lbs.) per gallon in solution	11.08 lbs./gal						
Number of dry pounds (Lbs.) per gallon Alum	5.31 dry product/gallon						
Price per dry ton	$695.70 DST						$
Cost per order - 4,500 gallons	$8,325.00 per 4,500 gallons						$
Delivery charge per order	Delivery is included in price						$
Comments:							Appendi part o
In case of emergency for Tote order:							
Price per Tote (300-330 Gal per tote)	$1,172.40/tote						$1,2 packa net lbs. pa
Cost per order - (6) Totes	$7,034.40						$
Delivery charge per order	Delivery is included in price						$
CHEMICAL #2 - WTP Sodium Hypochlorite 12.5%+ LOW SALT, FILTERED	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Hasa Inc.	NO BID	NO BID	NO BID	NO BID	NO BID	N
Number of gallons per tote	275 gallons						
Price per gallon	$3.66/gallon						
Cost per tote	$1,006.50						

2023 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treat

Bids due by 2:00:00 PM (PST) May 23, 2023

Firm pricing July 1, 2023 to June 30, 2024

CHEMICAL #3 - WTP Cytec Superfloc C-573 Flocculant -or-Polydyne Moe 106 PWG Flocculant (No Substitution)	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Cytec	NO BID	NO BID	NO BID	Polydyne MOE 106PWG	NO BID	
Price per pound (Lb)	$2,31/lbs.				$1.70/lb		
Cost per 500 Lb drum	$1,155.00				$850.00		
Cost per order - 4 each 500 lb drums	$4,620.00				$3,400.00		
Delivery charge per order	Delivery is included in price				$0.00		
Comments							
CHEMICAL #4 - WTP Cytec Superfloc N-300 LMW Flocculant (No Substitution)	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Cytec	NO BID	NO BID	NO BID	NO BID	NO BID	
Price per pound (Lb)	$3.74/lbs.						
Cost per 25kg or 55.12 Lb bag 55.12 Lb bag	$206.15						
Cost per order - (8) bags	$1,649.20						
Delivery charge per order	Delivery is included in price						
Comments							
CHEMICAL #5 - WTP Soda Ash, Dense, Free Flowing (Or Equivalent)	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Tata	NO BID	NO BID	NO BID	NO BID	NO BID	
Number of pounds (Lbs.) per bag	50 lbs.						

2023 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treati

Bids due by 2:00:00 PM (PST) May 23, 2023

Firm pricing July 1, 2023 to June 30, 2024

CHEMICAL #6 - WTP Sodium Carbonate Peroxyhydrate, Free Flowing - ("Greenclean" Or Equivalent)	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	N
Number of pounds (Lbs.) per bag							
Number of bags per pallet							
Price per pound (Lb)							
Cost per order 160 bags (4) pallets							
Delivery charge per order							
Comments							
CHEMICAL #7 - WWTP Sodium Hypochlorite 12.5%	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Hasa Inc.	NO BID	NO BID	NO BID	NO BID	NO BID	N
Number of gallons per tote	275 gallons						
Price per gallon (gal)	$3.66 / gallon						
Cost per tote	$1,006.50						
Cost per load/order (2) totes	$2,013.00						
Delivery charge per order	Delivery is included in price						
Comments							
CHEMICAL #8 - WWTP Citric Acid 50%	**Cascade Columbia Distribution Company**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Cascade Columbia	NO BID	NO BID	NO BID	Northstar Chemical,	Shannon Chemical	N

2023 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treat

Bids due by 2:00:00 PM (PST) May 23, 2023

Firm pricing July 1, 2023 to June 30, 2024

CHEMICAL #9 - WWTP Aluminum Sulfate	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Eco Services LLC**	**JCI Jones Chemicals, Inc.**	**Northstar Chemical, Inc.**	**Shannon Chemical Corporation**	**Thatch Cali**
Manufacturer	Chemtrade	Chemtrade	Eco Services LLC	NO BID	NO BID	NO BID	Thatch Cal
Number of pounds (Lbs.) per gallon in solution	11.08 lbs./gal	11.134	11.1				
Number of dry pounds (Lbs.) per gallon	5.31 lbs. dry product / gallon	5.34	5.34				
Price per dry ton	$493.00 DST	$675.00* FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO $1.8225/GALLON	$640.00				$
Cost per order - 4,500 gallons	$5,899.50 per 4,500 gallon	$8,201.25	$7,680.00				$
Delivery charge per order	Delivery is included in price	Included	N/A				$
Comments			Delivery included in price				Appendi part o

Council Business Meeting

June 20, 2023

Agenda Item	Contract for Construction Design and Administration Services for the Ashland Street Reconstruction Project with Dowl LLC Engineering (PW 2019-24)	
From	Scott A. Fleury, PE Karl J. Johnson, EIT	Public Works Director Associate Engineer/Project Manager
Contact	scott.fleury@ashland.or.us 541.552.2412 karl.johnson@ashland.or.us 541.552.2415	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before Council, acting as the Local Contract Review Board, is a request to approve a personal services contract with DOWL, LLC, for the Ashland Street Overlay Project for a total contract 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).

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

A: Prioritize the "Essential Services"

- Streets

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

- Multi-Modal Transportation
- All-Age Friendly Community

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

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.

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

PREVIOUS COUNCIL ACTION

On June 15, 2021, Council approved a personal services contract for professional engineering and design services for the Ashland Street Overlay Project with DOWL, LLC for $459,691.33, of which $416,351.86 has been expended to date.

June 15, 2021 – Council Communication

BACKGROUND AND ADDITIONAL INFORMATION

The solicitation for the engineering design and construction administration phases of the Ashland Street Rehabilitation Project was previously released through an open request for qualifications (RFQ) based proposals selection process. DOWL was selected as the best qualified. The project has three distinct phases: 1) preliminary design and permitting, 2) final design and bidding, and 3) construction administration services. With prior Council authorization, DOWL has completed phase one and two, preliminary design and permitting, and final design and bidding services.

The scope and fee before Council for approval acting as local contract review board is for the construction administration phase. The services include inspection of the construction phase and certification of construction elements for the project, reference attached statement of work.

FISCAL IMPACTS

The 2022-23 & 2023-24 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of $3,500,000 for this project. This construction administration contract coincides with the construction phase contract with Knife River Materials., for the Ashland Street Overlay Project.

Staff is currently working with the Infrastructure Finance Authority (IFA) on a debt instrument to fund the project. Debt is required to fully fund this project and other street rehabilitation projects forecasted in the coming years. Debt is also required to be obtained as outlined in the Food and Beverage Ordinance for Street Rehabilitation Projects. The totalized debt as allowed would also include the previous expenditures for preliminary and final engineering. Currently the IFA is offering through their Special Public Works Fund program a 15-year loan term at a rate of 3.05% for projects of this nature. Staff expects to work out final details for financing with the Finance Director moving forward.

DISCUSSION QUESTIONS

Does the Council have any questions about the Ashland Street rehabilitation project or associated contractual process used?

SUGGESTED NEXT STEPS

Council has the option to approve this contract or refer staff back for a new request for proposals. Potential motions include:

1. I move to approve a contract for 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).
2. Direct staff to reconsider a new solicitation for the construction engineering portion of the Ashland Street Overlay Project.

REFERENCES & ATTACHMENTS

Attachment 1: DOWL – Statement of Work for Construction Engineering and Breakdown of Costs

DOWL

May 20, 2022

Karl Johnson, E.I.T.
City of Ashland Engineering Department
20 East Main Street
Ashland, OR 97520

Subject: **Ashland Street Overlay from Siskiyou Boulevard to Faith Avenue**
2752.80029-01

Dear Karl:

DOWL proposes the following amended Statement of Work for the ADA curb ramps, street overlay, and partial reconstruction of Ashland Street from Siskiyou Boulevard to Faith Avenue.

Scope of Work

Amendment 2 covers the final stages of the project, which is the Construction Contract Administration/Construction Engineering and Inspection (CA/CEI).

TASK CE-01 PROJECT MANAGEMENT

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with the amendment requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

CE-1.1 Project Management and Coordination

Consultant shall:

- Provide leadership, direction, and control of these CA/CEI Services.
- Direct Consultant's team regarding overall CA/CEI activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant's staff, City of Ashland (City) Staff, and Construction Contractor (CC) to facilitate timely and efficient operations for all involved.

Deliverables:

- Ongoing coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task)

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and 26 meetings are assumed, including any activity-specific meetings.

CE-1.2 Status Reports and Invoices

Consultant shall prepare 8 monthly Status Reports throughout the duration of the CA/CEI Services.

The Monthly Status Report must:

- Describe the previous month's Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget, or the Project schedule and Project budget

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to the City with the monthly Consultant invoice.

Assumptions
Construction is anticipated to begin October 2022 with an overall duration of 8 months.

Deliverables

- Monthly Status Report - Submitted to the City with the monthly invoice no later than the 15th calendar day of the month following the reporting month

TASK CE-02 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)

Consultant shall support the Project's needs by providing CA/CEI Services required for the City to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as needed to provide the engineering services required to administer design changes which may become necessary during the construction phase of the work.

CE-2.1 Project Progress Meetings

Consultant shall:

- Conduct the Pre-Construction Conference with the City of Ashland staff and the CC.
- Conduct periodic Project Progress Meetings with the CC and the City as needed. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships, and timely issue resolution.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and 26 meetings are assumed, including any activity specific meetings.

CE-2.2 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, Local Public Agency Quality Assurance Program, the Non-Field Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this amendment.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Issue First Notification when on-site construction work begins.
- Monitor overall budget and costs included in the Project Construction Authorization.
- Review Contractor's Request for Subcontract Consent.
- Prepare, submit, and coordinate processing of CCO and EWO.
- Prepare, track, and submit to City billings from CC.

Deliverables

- First Notification, Second (substantial completion), Third Note (warranty), and Final Acceptance
- Approved Subcontracts
- Draft CCO and EWO documents with supporting documents (cost estimate and justification)

CE-2.3 Monthly Preliminary Progress Estimates

Consultant shall:

- Prepare the monthly preliminary progress estimate for CC's work performed through the 25th day of each month.
- Submit the preliminary progress estimate or "no work" confirmation to the LAPM no later than the First Work Day of each month.

Deliverables

- Monthly Preliminary Progress Estimate

CE-2.4 Working Drawings, Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual, Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain the as-submitted copies in the Project files.
- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either Accepted, Accepted

with Comments, or Returned for Corrections. Unstamped Drawings shall be marked as Approved, Approved as Noted, or Returned for Correction.
- Include construction contract number on all shop drawings.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic Control Plan
- Erosion Control Plan
- Pollution Control Plan
- Construction Schedules (baseline and monthly updates)
- Concrete Mix Design(s)
- Up to 40 others as required by construction contract specifications
- Review of up to 10 resubmittals

Deliverables:
- Approved shop drawings with comments returned electronically

CE-2.5 Consultation during Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information ("RFIs".) The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project. Consultant shall engage the services of the POR on all matters involving design changes.

Deliverables:
- Written documentation of responses to CC or City inquiries submitted within 3 business days of inquiry unless other delivery date is agreed to by the City

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 20 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response. Task also assumes up to 25 hours of general coordination and consultation during construction.

CE-2.6 Design Modifications [CONTINGENCY TASK]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with the City and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the City, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO) to make them a part of the construction contract.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to The City at date agreed to when work was requested

CE-2.7 Claim(s) Support [CONTINGENCY TASK]

If authorized by the City, Consultant shall provide support to the City to review and respond to all claims submitted by the CC as specified in the Oregon Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Preparing memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Providing consultation related to claims (in person, via telephone, or email).
- Attending claim resolution meetings.
- Preparing a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 48 hours for claim(s) support. Assume up to 1 claim, each requiring 2 staff to do 1 day of preparation and attend up to 1 all-day meeting for each claim plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

TASK CE-03 CONSTRUCTION ACTIVITY MONITORING

CE-3.1 Construction Activity Monitoring

Consultant shall:

- Provide full-time inspection services to monitor construction activities during construction of the Project using ODOT-certified Inspectors and require compliance with the construction contract documents.
- Provide inspection concurrently with the CC's operation.
- Work closely with CC to ensure on-site inspections are coordinated with the construction schedule.
- Prepare General Daily Progress Reports of construction for days Consultant is on site.
- Take photos of the various construction activities.

During site visits, Consultant shall also visually assess all erosion control devices and verify all work is compliant with the issued regulatory permits and the special provisions. If deficiencies are noted, Consultant's inspector shall immediately bring the deficiency to the attention of the

CC and the City and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

This Task will also include ADA Ramp Inspections for compliance in general accordance with Contract documents and ODOT procedures.

Deliverables:

- General Daily Progress Reports – Completed each day Consultant is on-site and made available for review at Consultant's field office or home office. Originals submitted to The City with final Project documentation submittal per Task 5.4.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes full time (40 hours/week) inspection during the CC's activities for 26 weeks for 1 inspector.

CE-3.2 Quality Control Monitoring (Non-Field Tested & Field-Tested Materials)

Consultant shall:

- Document the work and non-field tested materials incorporated into the Project.
- Monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents.
- Monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Local Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by DOWL staff, and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with the Construction Contract requirements.

- Identify and monitor CC's quality control technicians, confirm proper and current certification(s), and ensure that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications, or if proper testing frequencies and procedures are not being followed.

Deliverables:
- Non-field and field-tested reports and certifications

TASK CE-04 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

ORS Chapter 92 - Subdivisions and Partitions
ORS Chapter 93 - Conveyancing and Recording
ORS Chapter 209 - County Surveyors
ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available on line at: http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx) to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

CE-4.1 Coordination, Calculation and Quality Assurance (QA) of Construction Contractor's Survey Work

Consultant shall:
- Coordinate with City and CC as needed to verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications, and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, City, and others as appropriate. Consultant shall coordinate with CC and City to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 2 weeks prior to beginning construction. Prepare and distribute the meeting agenda to City and other participants at least 4 business days prior to meeting. Prepare and distribute the meeting minutes to City and other participants within 1 week of meeting.
- Perform QA review of CC's survey data including, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.

- Perform QA review of CC's field survey work. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 12 site visits by a one-man survey crew for QA surveying.

Deliverables:
- Memo summarizing field checks 48 hours after field visit

CE-4.2 Locate, Recover & Reference Monuments
Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery, and retracement survey. Consultant shall document in field notes the monuments either found or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (including date),
- All monuments exist per the control, recovery, and retracement survey, or
- All monuments are within the new ROW and do not need to be reset

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:
- Recover monuments shown on the control, recovery, and retracement survey to confirm they either still exist or were destroyed during construction.
- Note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables:
- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within 2 weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and 1 electronic .pdf copy - Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.3 Right of Way Monumentation

Consultant shall:

- Reset any monuments that have been disturbed by the construction activities of this project.
- Set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables

- AutoCad Civil 3D file displaying the control and/or monuments – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final report of monument station and offset relationship to the alignment(s) – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and 1 copy in .pdf format – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.4 Monumentation Survey Filing Map (SFM)

Consultant shall:

- Create SFM in accordance with Agency Survey Filing Map Standards, County, and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the ODOT Construction Survey Manual for Contractors, available online at: http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx.
- Submit the survey to Jackson County for filing on archival Mylar or acceptable media per county requirements.

Deliverables

- SFM - File at the appropriate County Surveyor's office within 45 days of setting monuments.
- Submit the deliverables below to the City:
  - Final recorded SFM and narrative regarding methodologies used – Submit within 2 weeks of recording of the SFM with the appropriate County Surveyor's office

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

CE-5.1 Final Inspection(s)

Consultant shall attend a Project Final Inspection with CC and the City within 15 days of receiving notice from the CC that all punch list items, final trimming, and cleanup according to Section 00140.90 have been completed. If additional construction items are identified,

Consultant shall provide input to a punch list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant shall meet at Project site with the City for a follow-up to the Final Inspection, if necessary.

Deliverables:

- Comments for Project punch list to CC and the City 5 business days following final walk-through

CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the City standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to the City.
- The submittal and distribution requirements are specified in the "Deliverables" section of this task.

Deliverables:

Provide the City with Paper and PDF As-Built submittals, which shall be 11 x 17 in size.

- For Review:
    - Submit As-Builts in PDF format
- Upon Approval:
    - Provide full set As-Builts in PDF, formatted as Highest Quality Print
    - Provide 1 paper As-Built plan set
    - Provide the As-Builts with all external reference files and post construction survey in CAD format

CE-5.3 Submittal of Final Project Documents

Consultant shall organize and submit the final Project documentation that was inspected by the Consultant

Deliverables:

- All construction documents and general daily progress reports – Original documents must be submitted to Local Agency within 90 calendar days of Final Project Acceptance

Estimated Fee

Estimated engineering hours for this work are detailed in the attached spreadsheet. Labor rates are based on DOWL's 2021 billing rates table. We propose to complete the base services outlined in our scope of work on a time-and-material basis for an estimated fee not to exceed (NTE) $399,812.50 with contingency tasks totaling $24,700.00 to be completed only as authorized by the City of Ashland. The approved fee will not be exceeded without prior written authorization from the City of Ashland. Any changes to the scope of work, whether requested by the City of Ashland or due to other circumstances, will be documented in writing and promptly communicated to the City of Ashland.

We trust this proposal provides you with the information required for the Ashland Street Overlay from Siskiyou Boulevard to Faith Road project and hope it meets with your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,

Shane Javernick

Digitally signed by Shane Javernick
DN: CN=Shane Javernick, OU=Standard, OU=Users, OU=Staff, DC=DOWL, DC=COM
Date: 2022.05.20 16:38:51-07'00'

Shane A. Javernick, PE
Construction Project Manager

DOWL, LLC

2021 Salary Grade & Hourly Rates

Personnel Classification	
Accounting Manager	$160
Accounting Technician	$95
Administrative Assistant	$75
CAD Drafter I	$80
CAD Drafter II	$95
CAD Drafter III	$105
CAD Drafter IV	$115
CAD Drafter V	$125
Civil and Transportation Designer	$100
Contract Administrator I	$135
Contract Administrator II	$160
Engineer I	$105
Engineer II	$120
Engineer III	$145
Engineer IV	$165
Engineer V	$175
Engineer VI	$190
Engineer VII	$200
Engineer VIII	$210
Engineering Technician I	$85
Engineering Technician II	$95
Engineering Technician IV	$120
Engineering Technician VI	$150
Environmental Specialist I	$95
Environmental Specialist II	$110
Environmental Specialist III	$120
Environmental Specialist IV	$140
Environmental Specialist V	$150
Environmental Specialist VI	$170
Environmental Specialist VII	$185
Environmental Specialist VIII	$205
Environmental Specialist IX	$220
Environmental Specialist X	$240
Field Project Representative I	$105
Field Project Representative III	$115
Field Project Representative III	$145
Field Project Representative IV	$160
GIS Technician	$80
GIS Specialist	$95
GIS Coordinator	$145
Graphics Designer	$125
Intern I	$65
Marketing & Administrative Manager	$195
Marketing Coordinator	$135
Professional Land Surveyor II	$105
Professional Land Surveyor V	$135
Professional Land Surveyor IX	$185
Professional Land Surveyor X	$195
Professional Land Surveyor XI	$210
Project Controller	$140
Project Manager III	$165
Project Manager V	$195
Project Manager VI	$210
Senior CAD Drafter	$145
Senior Civil and Transportation Designer	$145

Personnel Classification	
Senior Manager I	$215
Senior Manager II	$235
Senior Manager III	$245
Senior Manager IV	$280
Senior Manager V	$290
Senior Manager VI	$310
Senior Proposal Manager	$175
Survey Technician - Supervisor	$130
Survey Technician I	$65
Survey Technician II	$70
Survey Technician III	$85
Survey Technician IV	$90
Survey Technician V	$95
Survey Technician VI	$105
Survey Technician VII	$120
Survey Technician VIII	$130
Survey Technician IX	$145
Systems Administrator	$130
Technical Coordinator	$155

Travel/Reimbursable Expenses:

Mileage: ODOT Current Rate

Reimbursable job costs will be invoiced at cost.

Equipment Charges:

Special equipment @ direct rental cost

DOWL, LLC.
City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE. – CE
ESTIMATED COST

	TASK	Project Manager V	Project Manager III	Field Project Representative III	Field Project Representative IV	Project Controller	Engineer III	Professional Land Surveyor X	Survey Technician V	Senior CAI Drafter
TASK CE-01	**Project Management of CA/CEI Services**									
CE-1.1	Project Management and Coordination	20	150	2	2		2			
CE-1.2	Status Reports and Invoices		10			10				
	Task Subtotal	**20**	**160**	**2**	**2**	**10**	**2**	**0**	**0**	**0**
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**									
CE-2.1	Project Progress Meetings	2	50	2	20	25				
CE-2.2	Construction Contract Administration		40			84				
CE-2.3	Monthly Preliminary Progress Estimates		15	30	20	35				
CE-2.4	Working Drawings, Shop Drawings and Submittal Review	15	10		8	12	40			
CE-2.5	Consultation During Construction	15	7			8	80			
	Task Subtotal	**32**	**122**	**32**	**48**	**164**	**120**	**0**	**0**	**0**
TASK CE-03	**Construction, Environmental Compliance and Work Zone Monitoring and Inspection**									
CE-3.1	Construction Activity Monitoring		50	1100	104					
CE-3.2	Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)				50					
	Task Subtotal	**0**	**50**	**1100**	**154**	**0**	**0**	**0**	**0**	**0**
TASK CE-04	**Construction Surveying**									
CE-4.1	Coordination, Calculation and Quality Assurance (QA) of Construction Contractor's Survey Work		1	1		20		20	144	
CE-4.2	Locate, Recover & Reference Monuments					1		2	20	
CE-4.3	Right of Way Monumentation					1		2	20	
CE-4.4	Monumentation Survey Filing Map (SFM)					1		20		40
	Task Subtotal	**0**	**1**	**1**	**0**	**23**	**0**	**44**	**184**	**40**
TASK CE-05	**Project Close-out**									
CE-5.1	Final Inspection(s)		12	8	8	3				
CE-5.2	As-Constructed Plans	4		8		2	30			60
CE-5.3	Submittal of Project Documents		16	24	16	10				
	Task Subtotal	**4**	**28**	**40**	**24**	**15**	**30**	**0**	**0**	**60**
	TOTAL HOURS	**56**	**361**	**1175**	**228**	**212**	**152**	**44**	**184**	**100**
	AVERAGE HOURLY RATES	$195.00	$165.00	$145.00	$160.00	$140.00	$145.00	$195.00	$95.00	$145
	TOTAL LABOR ESTIMATE	$10,920	$59,565	$170,375	$36,480	$29,680	$22,040	$8,580	$17,480	$14,.

CONTINGENCY TASKS	Project Manager V	Project Manager III	Field Project Representative III	Field Project Representative IV	Project Controller	Engineer III	Professional Land Surveyor X	Survey Technician V	Senior CAI Drafter

DKS Associates
City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE.
ESTIMATED COST

TASK		Grade 43	Grade 37	Grade 28	Grade 18	Grade 17	Tech
TASK CE-01	**Project Management of CA/CEI Services**						
CE-1.1	Project Management and Coordination	1	5				5
	Task Subtotal	**1**	**5**	**0**	**0**	**0**	**5**
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**						
CE-2.4	Working Drawings, Shop Drawings and Submittal Review		2	6	10		2
CE-2.5	Consultation During Construction		2	14	20		2
	Task Subtotal	**0**	**4**	**20**	**30**	**0**	**4**
TASK 5	**Utility Coordination**						
CE-5.2	As-Constructed Plans		2	4	12	6	2
	Task Subtotal	**0**	**2**	**4**	**12**	**6**	**2**
	TOTAL HOURS	**1**	**11**	**24**	**42**	**6**	**11**
	AVERAGE HOURLY RATES	$265.00	$235.00	$190.00	$140.00	$135.00	$1
	TOTAL LABOR ESTIMATE	$265	$2,585	$4,560	$5,880	$810	$

CONTINGENCY TASKS		Grade 43	Grade 37	Grade 28	Grade 18	Grade 17	Tech
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**						

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City of Ashland Engineering Department

ASHLAND STREET OVERLAY: SISKIYOU BLVD. TO FAITH AVE.
ESTIMATED COST

TASK		Principal				
TASK CE-02	**Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)**					
CE-2.2	Consultation During Construction	8				
	TOTAL HOURS	**8**	**0**	**0**	**0**	**0**
	AVERAGE HOURLY RATES	$265.00	$0.00	$0.00	$0.00	$0.00
	TOTAL LABOR ESTIMATE	$2,120	--	--	--	--

Council Business Meeting

June 20, 2023

Agenda Item	Stormwater Discharge and Quality Control Ordinance Section 14.10	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve a 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).

Better Together

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.1d) 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 storm water 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 Storm water 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 first reading of ordinance 3223.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I Move to approve a first reading of Ordinance 3223, titled "Storm water Discharge Quality Control".

REFERENCES & ATTACHMENTS

Attachment # 1: Ordinance 14.10 "Storm water Discharge Quality Control"
Attachment # 2: Ordinance 4.27 "Storm Drainage Utility"
Attachment # 3: NPDES General Permit- Ashland MS4

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.

14.10.190 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.

14.10.230 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.

14.10.240 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.

14.10.250 Enforcement.

The provisions of this chapter are enforceable pursuant to Chapter 1.08 General Penalties.

14.10.260 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.

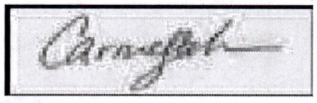
_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this ____ day of _____, 2023.

Tonya Graham, Mayor

Reviewed as to form:



Carmel Zahran, Assistant City Attorney

Chapter 4.27
STORM DRAINAGE UTILITY

Sections:

4.27.010 Findings
4.27.020 Definitions
4.27.030 Storm Drainage Policy
4.27.040 Establishment of a Storm Drainage Utility
4.27.050 Establishment of a Storm Drainage Utility Fee
4.27.060 Storm Drainage Utility Fee – Dedicated
4.27.080 Enforcement
4.27.090 Administrative Review - Appeals
4.27.100 Notice of Decision
4.27.110 Exemptions
4.27.120 Discount for the Elderly

4.27.010 Findings

A. The City provides a valuable public service by providing storm drainage facilities for the collection and disposal of storm water discharged from properties and public rights-of-way within the City. The storm drainage facilities constitute a public utility owned and operated by the City. The utility exists for the benefit of any person within the City who wants to have the public storm drainage facilities available for the diversion, collection and/or disposal of storm drainage and other runoff water from the person's property and represents a municipal service in a developed urban environment which is essential to the public health, safety and welfare.

B. Persons who use the public storm drainage facilities ought to be charged fees that reflect the cost of the management, maintenance, extension and construction of the public storm drainage facility as a public utility in the City. Persons ought not be compelled to use this utility, nor to pay monthly utility fees, if the utility is not to be used by the person responsible. Persons who undertake the installation of runoff control facilities on their property that reduce or eliminate the discharge of storm water into public storm drainage facilities ought to be given credit, in proportion to the degree of reduction, against storm drainage utility fees that would otherwise be due.

C. Accordingly, the structure of the storm drainage utility is intended to be a fee for service and not a charge against property. Although this structure is intended to constitute a service fee, even if it is viewed as a fee against property or against the person responsible, as a direct consequence of ownership of that property, the utility's fee structure should allow the person responsible to have the ability to control the amount of the fee. Similarly, the utility fee structure should reflect the actual cost of providing the service and not impose fees on persons not receiving a service. The actual costs may include all costs the utility might incur were it in private ownership.

D. Persons using water from the City potable water facilities, City irrigation water facilities and/or the Talent Irrigation District irrigation facilities use substantial amounts of water for irrigating lawns and gardens, washing structures, sidewalks, driveways and parking lots, and for other activities which result in the discharge of runoff into the public storm drainage facilities. These uses of water demonstrate a substantial relationship between persons' use of these water facilities and their use of the public storm drainage facilities.

4.27.020 Definitions

Except where the context otherwise requires, the definitions contained in this section shall govern the construction of this chapter.

A. Commercial or Industrial Unit shall be as defined in AMC 18.08 as "Commercial, or commercial use" and "Industrial, or industrial use".

B. Development shall mean any constructed change to improved or unimproved property including, but not limited to, buildings or other structures, private storm drainage facilities, mining, dredging, filling, grading, paving, excavation or drilling operations.

C. Director shall mean the City Director of Public Works/City Engineer or the person designated by the Director.

D. Duplex shall be as defined in AMC 18.08 as "Dwelling, two family or duplex".

E. Equivalent Residential Unit (ERU) shall mean an area which is estimated to place approximately equal demand on the public storm drainage facilities as defined in AMC 18.08 as "Dwelling, single-family". One (1) ERU shall be equal to 3,000 square feet of impervious surface.

F. Impervious Surfaces are those surface areas which either prevent or retard saturation of water into the land surface and cause water to run off the land surface in greater quantities or at an increased rate of flow from that present under natural conditions pre-existent to development. Examples of impervious surfaces include, but are not limited to, rooftops, concrete or asphalt sidewalks, walkways, patio areas, driveways, parking lots or storage areas and gravel, oil, macadam or other surfaces which similarly impact the natural saturation or runoff patterns which existed prior to development.

G. Improved Property shall mean any area which has been altered such that the runoff from the site is greater than that which could historically have been expected. Such a condition shall be determined by the Director.

H. Master Plan shall mean the "City of Ashland Drainage Master Plan" prepared by Kramer, Chin and Mayo, Incorporated, dated July 1985 including such amendments to such plan.

I. Mobile Home Park shall be as defined in AMC 18.08 as "Mobile home court, park or subdivision".

J. Multiple-family unit (MFU) shall be as defined in AMC 18.08 as a "Dwelling, multiple-family".

K. Open Drainage way shall mean a natural or constructed path, ditch or channel which has the specific function of transmitting natural stream water or storm water from a point of higher elevation to a point of lower elevation.

L. Person responsible shall mean the owner, agent, occupant, lessee, tenant, contract purchaser or other person having possession or control of property or the supervision of an improvement on the property.

M. Runoff Control shall mean any measure approved by the Director that reduces storm water runoff from land surfaces on which development exists.

N. Single-family Unit (SFU) shall be as defined in AMC 18.08 as "Dwelling, single-family" or individual units of "Condominiums". A SFU is presumed to have 3,000 square feet of impervious surface area for purposes of this chapter. The term SFU shall be inclusive of those units identified as detached single-family residences, unit ownerships, and condominiums, and etc.

O. Storm Drainage Facilities shall mean any structure(s) or configuration of the ground that is used or by its location becomes a place where storm water flows or is accumulated including, but not limited to, pipes, sewers, gutters, manholes, catch basins, ponds, open drainage-ways and their appurtenances. Ashland Creek, Bear Creek, Wrights Creek, Neil Creek, Emigrant Creek, Hamilton Creek, Clay Creek, Tolman Creek or creeks excluded by action of the Council are not storm drainage facilities.

P. Storm Water shall mean water from precipitation, surface or subterranean water from any source, drainage and nonseptic waste water. (Ord. 2788, amended, 1996)

4.27.030 Storm Drainage Policy

A. Council declares its intention to acquire, own, manage, construct, equip, operate and maintain within the City open drainage ways, underground storm drains, equipment and appurtenances necessary, useful, or convenient for public storm drainage facilities. The Council also declares its intention to manage, maintain and extend existing public storm drainage facilities.

B. The improvement of both public and private storm drainage facilities through or adjacent to a new development shall be the responsibility of the person responsible. The improvements shall comply with all applicable City ordinances, policies, standards and Master Plan.

C. No portion of this ordinance or statement or subsequent Council interpretation or policies shall relieve the person responsible of assessments levied against their property for public facility improvement projects.

D. It is the policy of the City to participate in improvements to storm drainage facilities when authorized by the Director. To be considered for approval by the Director, a storm drainage facility must:

1. be public; and
2. be a major benefit to the community; and
3. be located in or on a City property, City right-of-way or City easement; and
4. if a piped system, be a design equivalent to larger than a 24 inch diameter circular concrete pipe; and
5. be identified as a project in the Master Plan; or

6. be a rehabilitation and/or replacement of existing public storm drainage facilities.

E. The City shall maintain public storm drainage facilities located on City property, City right-of-way or City easements. Public storm drainage facilities to be managed by the City include, but are not limited to;

1. open drainage ways serving a drainage basin of at least 100 acres, when on City property, City right-of-way or City easement;

2. a piped drainage system and related appurtenances which has been designed and constructed expressly for use by the general public and accepted by the Director;

3. roadside drainage ditches along unimproved City streets;

4. flood control facilities (levees, dikes, overflow channels, detention basins, retention basins, dams, pump stations, groundwater recharging basins, etc.) that have been designed and constructed expressly for use by the general public and accepted by the City.

F. Storm drainage facilities not to be maintained by the City include, but are not limited to:

1. storm drainage facilities not located on City property, City right-of-way, or City easement;

2. private parking lot storm drainages;

3. roof, footing, and area drainages;

4. drainages not designed and constructed for use by the general public;

5. drainage swales which collect storm water from a basin less than 100 acres that are not located on City property, right-of-way or easement;

6. access drive culverts;

7. those portions of streams or drainage ways specified in AMC 4.27.010 located on privately owned land;

8. ditches, swales, culverts and similar facilities owned and operated by the U.S. Bureau of Reclamation or the Talent Irrigation District.

4.27.040 Establishment of a Storm Drainage Utility

A Storm Drainage Utility is created for the purpose of providing funds for the management, maintenance, extension and construction of public storm drainage facilities within the City. Council finds, determines and declares the necessity of providing for the management, maintenance, extension and construction of City storm drainage facilities for its inhabitants.

4.27.050 Establishment of a Storm Drainage Utility Fee

A storm drainage utility fee shall be paid by each person(s) responsible and shall be established by resolution of the Council for commercial or industrial units, duplexes, mobile home parks, multiple-family units, single-family units and equivalent residential units.

1. Such fee shall be established in amounts which will provide sufficient funds to properly manage and maintain public storm drainage facilities.

2. Such fee may be used for the construction of new storm drainage facilities or for the extension of existing storm drainage facilities.

3. Council may from time to time by resolution, change the fees based upon revised estimates of the cost of properly managing, maintaining, extending and constructing public storm drainage facilities.

4. Credit will be allowed for runoff control measures. When approved by the Director, storm drainage utility fees may be reduced for a property where approved runoff control measures have been taken. A fee reduction shall be on a straight line basis with conditions existing on the date of the passage of this ordinance, being considered as starting or initial conditions. If the person responsible establishes, to the satisfaction of the Director, that all runoff from a property is disposed of without utilizing public storm drainage facilities either directly or indirectly, there will be no fees charged under the provisions of this chapter.

5. Property not used for single-family dwelling purposes shall be considered to be furnished service in proportion to the amount of the property's impervious surface, and that for each 3,000 square feet (or increment of 100 square feet) of impervious surface, the property is furnished service equivalent to that furnished a single-family unit and that the minimum service charge shall be that established for a single-family unit.

4.27.060 Storm Drainage Utility Fee – Dedicated

All fees collected for the purposes specified in this chapter shall be paid into the storm drainage accounts and accounted for by dedicated line items including, but not limited to, Storm Drainage Maintenance and Storm Drainage Construction. Such revenues shall be used for the purposes of the management, maintenance, extension and construction of public storm drainage facilities.

4.27.080 Enforcement

Any fee due which is not paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this or any other City ordinance, failure of any person responsible to pay fees promptly when due shall subject the person responsible to discontinuance of any utility services provided by the City and the City Administrator is empowered and directed to enforce this provision against such delinquent users. The employees of the City shall, at all reasonable times, have access to any improved property served by the City for inspection, repair, or the enforcement of the provisions of this chapter. In addition to any other remedy or

penalty provided herein, failure to remit the fee provided herein when due shall be considered a Class I violation and each day the remittance is late shall constitute a separate offense. (Ord. 3023, amended, 08/03/2010)

4.27.090 Administrative Review - Appeals

A. Any person responsible who disputes the amount of the fee, or disputes any determination made by or on behalf of the City pursuant to and by the authority of this chapter may petition the Council for a hearing on a revision or modification of such fee or determination. Such petitions may be filed only once in connection with any fee for determination, except upon the showing of changed circumstances sufficient to justify the filing of an additional petition.

B. Such petitions, including all facts and figures, shall be submitted in writing and filed with the City Recorder at least 14 days prior to a hearing scheduled by the Council. The petitioner shall have the burden of proof.

C. Within 30 days of filing of the petition, the Council shall make findings of fact based on all relevant information, shall make a determination based upon such findings and, if appropriate, modify such fee or determination accordingly. Such determination by the Council shall be considered a final order.

4.27.100 Notice of Decision

Every determination of the Council shall be in writing, and notice shall be mailed to or served upon the petitioner within a reasonable time from the date of such action. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this chapter.

4.27.110 Exemptions

The Council may, by resolution, exempt any class of user when the Council determines that the public interest deems it necessary or that the contribution to storm drainage facility use by the class to be insignificant.

4.27.120 Discount for the Elderly

Discounts applying to low income elderly persons for water, sewer and electric utility fees shall also apply to storm drainage utility fees. (Ord. 2740, amended, 1994)

The Ashland Municipal Code is current through Ordinance 3187, and legislation passed through June 2, 2020.

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.

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City Website: www.ashland.or.us
City Telephone: (541) 488-5307
Code Publishing Company

State of Oregon
Department of
Environmental
Quality

www.oregon.gov/DEQ; Search "MS4"

General Permit

National Pollutant Discharge Elimination System
Municipal Separate Storm Sewer Systems
Phase II General Permit

Oregon Department of Environmental Quality
Stormwater Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

Issued pursuant to Oregon Revised Statute 468B.050 and Section 402 of the Federal Clean Water Act

Registered to:

Major Receiving Streams:

Wasteload/Load Allocations (if any):

Sources Covered By This Permit

This permit authorizes regulated small municipal separate storm sewer systems to discharge stormwater to surface waters of the state, in accordance with the requirements, limitations and conditions set forth.

Justin Green
Water Quality Division Administrator

Issuance Date: November 30, 2018
Effective Date: March 1, 2019

PERMITTED ACTIVITIES

Until this permit expires or is modified or revoked, the permit registrant is authorized to discharge municipal stormwater to surface waters of the state only in conformance with the requirements, limitations and conditions set forth in the following schedules. Where conflict exists between specific conditions (found in Schedules A-D) and general conditions (Schedule F), the specific conditions supersede the general conditions.

Unless specifically authorized by this permit, by regulation issued by EPA, by another National Pollutant Discharge Elimination System permit, a Water Pollution Control Facilities permit, or by Oregon Administrative Rule, any other direct or indirect discharges to waters of the state is prohibited, including discharges to an underground injection control system.

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APPLICABILITY AND NOTIFICATION REQUIREMENTS

1. Entities Eligible for Coverage

Entities eligible for coverage under this permit are regulated small municipal separate storm sewer systems (MS4s) that discharge stormwater from their MS4 to surface waters of the state.

2. Permit Coverage Area

The permit applies to the geographic area served by the regulated small MS4 that is located fully, or partially, within an Urbanized Area in the State of Oregon as defined by a Decennial Census conducted by the U.S. Bureau of Census. If the small MS4 is not located entirely within an Urbanized Area, only the portion that is within the Urbanized Area is considered the minimum permit coverage area.

3. Eligibility Requirements

a. Existing Registrants

Regulated small MS4 owners or operators (hereafter referred to as operators) listed below are currently covered by an individual NPDES MS4 stormwater discharge permit, meet the eligibility requirements of this permit, submitted a complete renewal application, and are therefore not required to submit an application coverage under this permit. Hereafter the following small MS4s are referred to as Existing Registrants:

i. City of Ashland
ii. City of Bend
iii. City of Corvallis
iv. City of Keizer
v. City of Medford
vi. City of Philomath
vii. City of Springfield
viii. City of Troutdale
ix. City of Turner
x. City of Wood Village
xi. Benton County
xii. Lane County
xiii. Marion County
xiv. Polk County
xv. Rogue Valley Sewer Services - Co-Implementers (City of Central Point, City of Phoenix, City of Talent, Jackson County, Rogue Valley Sewer Services)

b. New Registrants

Any operator of a regulated small MS4 not identified as an Existing Registrant above, that seeks coverage under this permit, must submit a complete application for coverage under this permit in accordance with the Application Requirements listed below. An MS4 operator that has not previously been covered by an NPDES MS4 stormwater discharge permit is hereafter referred to as a New Registrant.

The following New Registrants have met the eligibility requirements for this permit, based on the 2010 Decennial Census, and must complete and submit a New NPDES MS4 Phase II General Permit application by January 30, 2019, in order to obtain coverage under this permit:

i. City of Albany
ii. City of Eagle Point
iii. City of Grants Pass
iv. City of Millersburg
v. City of Rogue River
vi. Josephine County
vii. Linn County

4. Individual Permit

If coverage under this permit is denied, the permit registrant is unable to meet the terms and conditions of the general permit, or if the permit registrant does not wish to be regulated by this permit, the permit registrant must cease discharge or apply for an individual permit in accordance with Oregon Administrative Rule 340-045-0030.

a. Permit Registrant's Request for Individual Permit

Any small MS4 operator requesting coverage under an individual permit must submit an individual NPDES MS4 permit application to DEQ by January 30, 2019.

After the effective date of the general permit, any small MS4 operator requesting to be covered under an individual permit must submit an individual NPDES MS4 permit application to DEQ.

b. DEQ Individual Permit Decisions

DEQ may refuse to authorize or may revoke coverage under this permit and require the MS4 operator to apply for an individual MS4 NPDES permit in accordance with the procedures in OAR 340-045-0033(10). If that occurs, DEQ will notify the applicant or registrant in writing that an individual permit is required.

5. Discharge Authorization

When permit coverage is granted, DEQ will notify the permit applicant that the permit has been granted and that discharge is authorized.

6. Application Requirements

Any New Registrant seeking authorization to discharge under this permit must submit a complete application to DEQ as outlined below.

a. Application Deadlines

i. New Registrants seeking authorization to discharge under this permit must submit a complete Application for New NPDES MS4 Phase II General Permit by January 30, 2019, unless DEQ notifies the applicant of a later application deadline.

ii. After the effective date of the general permit, New Registrants that DEQ determines need permit coverage must submit a complete application for a new NPDES MS4 Phase II General Permit no later than 60 days after the date of DEQ's notification, unless DEQ provides the applicant a later date.

b. Application Form and Fee

The NPDES MS4 Phase II General Permit application form must be completed and signed in accordance with the signatory requirements of Schedule F. The application submittal must include the application fee and annual fee for the first year of permit coverage according to OAR 340-045-0075, Table 70H.

c. Application Submittal

The applicant must submit a hard copy and an electronic copy of the complete application to DEQ at the following address:

Oregon Department of Environmental Quality
MS4 Stormwater Program, Attention: 7th Floor
700 NE Multnomah St., Suite 600
Portland, OR 97232

MS4Stormwater@deq.state.or.us (this email address can be used for electronic submittals)

d. Co-Applicants Under a Single Permit Application

A co-applicant is any small MS4 operator applying for this permit, in a cooperative agreement with at least one other applicant. Co-applicants must own or operate a small MS4 within or in proximity to another regulated small MS4.

Small MS4 operators may seek to obtain coverage under this permit as a co-applicant with one or more small MS4s eligible for this permit. In this instance, a single joint application, that includes all required information and certification signatures for each co- applicants, must be submitted to DEQ. See Schedule A.2 for permit registrant's Responsibilities.

7. Renewal Requirements

If the permit registrant intends to continue to operate under this permit after the permit expiration date, the permit registrant must submit a complete DEQ renewal application along with all other required documents to DEQ at least 180 days prior to permit expiration. DEQ will notify the permit registrant in writing if the renewal application has been approved or denied.

SCHEDULE A - EFFLUENT LIMITATIONS, CONDITIONS, AND STORMWATER MANAGEMENT PROGRAM

1. Authorized Discharges

Subject to the terms and conditions of this permit, the permit registrant is authorized to discharge municipal stormwater to surface waters of the state from its MS4, within the defined Permit Coverage Area.

This permit also conditionally authorizes discharges from the permit registrant's MS4, which are categorized as allowable non-stormwater discharges in Schedule A.1.d.

a. Requirement to Reduce the Discharge of Pollutants

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.

b. Water Quality Standards

If the permit registrant complies with all the terms and conditions of this permit, it is presumed that the permit registrant is not causing or contributing to an excursion of the applicable water quality standards as established in OAR 340-041.

If the permit registrant or DEQ determines that a pollutant in the permit registrant's MS4 discharge is causing or contributing to an excursion of an applicable water quality standard, the permit registrant must take the following corrective actions:

i. Within 48 hours of becoming aware of or being notified of the excursion, the permit registrant must begin to investigate the cause of the excursion;

ii. Within 30 days of becoming aware of the excursion, the permit registrant must notify DEQ in writing of the excursion (for on-going or continuing excursions, a single written notification will fulfill this requirement); and

iii. Within 60 days of becoming aware of or being notified of the excursion, the permit registrant must submit a report to DEQ that documents the following:

(A) The results of the investigation, including the date the excursion was discovered;

(B) A brief description of the conditions that triggered the violation or the cause; and

(C) Corrective actions taken or planned, including the date corrective action was completed or is expected to be completed.

The permit registrant must implement the corrective action(s) in accordance with the schedule approved by DEQ, beginning upon receipt of DEQ's written response to the report submitted.

DEQ may impose additional water quality-based limitations or terminate permit coverage, if information in the application, required reports, or from other sources indicates that the discharge is causing or contributing to a violation of water quality standards, either in the receiving waterbody or in a downstream waterbody.

c. Limitations of Coverage

The permit does not authorize:

i. Stormwater discharges associated with industrial activities [as defined in 40 CFR §122.26(b)(14)] or stormwater associated with construction activities [as defined in 40 CFR §122.26(b)(14)(x) and (b)(15)]. Such discharges are regulated through DEQ's NPDES

Industrial Stormwater General Permits and DEQ's NPDES Construction Stormwater General Permits; or another appropriate NPDES permit.

ii. Stormwater discharges to underground injection control (UIC) systems.

d. Allowable Non-Stormwater Discharges

The permit does not authorize the discharge of non-stormwater from the MS4, except where such discharges satisfy one of the following conditions:

i. The non-stormwater discharge is regulated under a separate NPDES permit.
ii. The non-stormwater discharge originates from emergency firefighting activities.
iii. The non-stormwater discharge is categorized as an authorized or allowable non-stormwater discharge listed in below:
   (A) Uncontaminated water line flushing.
   (B) 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.
   (C) Diverted stream flows.
   (D) Uncontaminated groundwater infiltration (as defined at 40 CFR § 35.2005(20)) to separate storm sewers.
   (E) Rising groundwaters.
   (F) Uncontaminated pumped ground water.
   (G) Potable water sources (including potable groundwater monitoring wells and draining and flushing of municipal potable water storage reservoirs).
   (H) Start up flushing of groundwater wells.
   (I) Foundation, footing and crawlspace drains (where flows are not contaminated [i.e., process materials or other pollutant]).
   (J) Uncontaminated air conditioning or compressor condensate.
   (K) Irrigation water.
   (L) Springs.
   (M) Lawn watering.
   (N) Individual residential car washing.
   (O) 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).
   (P) Flows from riparian habitats and wetlands.
   (Q) Dechlorinated swimming pool discharges including hot tubs (heated water must be cooled for at least 12 hours prior to discharge).
   (R) Fire hydrant flushing.
   (S) Street and pavement washwaters (provided that chemicals, soaps, detergents, steam or heated water are not used).
   (T) Routine external building wash-down (provided that chemicals, soaps, detergents, steam or heated water are not used).
   (U) Water associated with dye testing activity.
   (V) Discharges of treated water from investigation, removal and remedial actions selected or approved by DEQ pursuant to Oregon Revised Statute (ORS) Chapter 465.

If any of these allowable non-stormwater discharges are or becomes a significant source of pollutants, the permit registrant must prohibit that discharge or require implementation of appropriate BMPs to reduce the discharge of pollutants associated with the source before discharge to the MS4.

2. Permit Registrant's Responsibilities

Each permit registrant is responsible for permit compliance related to the permit registrant's permit coverage area, or where this permit requires the specific permit registrant to take an action.

a. Coordination Among Registrants and Joint Agreements

i. If MS4 operators elect to submit a joint application, each co-registrant is jointly responsible for permit compliance. If a single MS4 operator elects to submit an application for multiple registrants (commonly referred to as co-implementers), the sole applicant is solely responsible for permit compliance for each of the co-implementers.

ii. A permit registrant may elect to work with or delegate implementation of one or more stormwater management program control measure to another permit registrant or entity. The permit registrant remains responsible for compliance with any permit conditions that another permit registrant or entity fails to implement.

iii. If a permit registrant elects to work with or delegate implementation of one or more SWMP control measures to another permit registrant or entity, there must be a written agreement between the permit registrant and the other permit registrant or entity memorializing the delegation. This agreement must be made available to DEQ upon request.

b. Maintain Adequate Legal Authority

No later than September 1, 2023, 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.

c. SWMP Document

The permit registrant must maintain a written Stormwater Management Program Document (referred to as the SWMP Document), which describes in detail how the permit registrant complies with the required control measures in this permit. The SWMP Document must be updated annually and must describe the permit registrant's schedule for implementation of any control measure components to be developed during the term of this permit.

The permit registrant's SWMP Document must be submitted with the second Annual Report, and made available to the public through the permit registrant's publicly accessible website.

d. SWMP Information and Metrics

The permit registrant must maintain a method of gathering, tracking, and using SWMP information to set priorities, and assess its compliance. Permit registrants must track activities and document program outcomes to illustrate progress on the SWMP control measures (for example, the number of inspections, official enforcement actions, and/or types of public education actions, etc.), and cite relevant information and metrics, reflecting the specific reporting period, in each Annual Report.

e. SWMP Resources

The permit registrant must provide adequate finances, staff, equipment and other support capabilities to implement the control measures and other requirements outlined in this permit.

3. Stormwater Management Program Control Measures

Existing Registrants must continue to implement all existing SWMP control measures, and, after the effective date of the permit, must begin to revise their SWMP control measures, as needed, in order to implement any new control measure components required by the implementation deadline specified for that control measure in Table 1 below.

New Registrants, upon the effective date of this permit, must begin to develop and implement the SWMP control measures outlined in Schedule A.3.a-f and must fully implement all applicable SWMP control measures no later than September 1, 2023. Any New Registrant authorized to discharge after the effective date of this permit must fully implement all applicable SWMP control measures in accordance with the implementation schedule established in their discharge authorization letter.

Table 1. SWMP Control Measures Implementation Schedule

SWMP Control Measures	Implementation Deadline	
	Existing Registrants	New Registrants
Public Education and Outreach	February 28, 2020	September1, 2023
Public Involvement and Participation	February 28, 2020	September 1, 2023
Illicit Discharge Detection and Elimination	February 28, 2022	September 1, 2023
Construction Site Runoff Control	February 28, 2023	September 1, 2023
Post-Construction Site Runoff for New Development and Redevelopment	February 28, 2023	September 1, 2023
Pollution Prevention and Good Housekeeping for Municipal Operations	February 28, 2022	September 1, 2023

a. Public Education and Outreach

The permit registrant must conduct an ongoing education and outreach program to inform the public about the impacts of stormwater discharges on waterbodies and the steps that they can take to reduce pollutants in stormwater runoff. The education and outreach program must be designed to address stormwater issues of significance within the permit registrant's community.

i. Implementation Dates

(A) Existing Registrants

No later than February 28, 2020, Existing Registrants must implement the required components described in Schedule A.3.a.ii-vi.

(B) New Registrants

Upon the effective date of this permit, New Registrants must begin to develop implement the required components described in Schedule A.3.a.ii-vi; required components must be fully implemented by September 1, 2023.

ii. Education and Outreach Program

The permit registrant's public education and outreach program must include educational efforts targeting the three audiences listed in Schedule A.3.a.iv. The goal of the education and outreach program is to reduce the behaviors and practices that cause or contribute to adverse stormwater impacts on receiving waters. The program should promote specific

actions to increase audience understanding of how to reduce pollutant discharges in stormwater runoff and prevent illicit discharge from entering the MS4 impacting receiving waters.

To be considered adequate, the public education and outreach program must include the activities in Schedule A.3.a.iii-vi below.

iii. Stormwater Education Activities

The permit registrant must distribute or offer at least two (2) educational messages or activities per year.

Educational messages or activities may include printed materials (for example, brochures or newsletters); electronic materials (for example, social media, websites or e-newsletters); mass media (for example, utility bill inserts, transit advertisements, newspaper articles or public service announcements); targeted workshops, or other educational events or formats.

The permit registrant may use existing materials if applicable. The permit registrant may develop its own educational materials and means of delivering its message(s). Based on the target audience's demographic, the permit registrant must consider delivering its selected messages and/or activities in an appropriate manner and in language(s) other than English.

iv. Target Audiences and Topics

The permit registrant must at minimum, conduct education and outreach to each target audience identified below at least once during the permit term, construction site operators must be targeted at least twice. The permit registrant must focus its efforts on conveying relevant messages using the Target Topics identified below or stormwater issues of significance in their community.

(A) Target Audience:
1. General public, homeowners, homeowner association, schoolchildren, and businesses (including home-based and mobile business).
2. Local elected officials, land use planners and engineers.
3. Construction site operators (See Schedule A.3.v below).

(B) Target Topics:
1. Impacts of illicit discharges on receiving waters and how to report them.
2. Impacts from impervious surfaces and appropriate techniques to avoid adverse impacts.
3. Best management practices for proper use, application and storage of pesticides and fertilizers.
4. Best management practices for litter and trash control.
5. Best management practices for recycling programs.
6. Best management practices for power washing, carpet cleaning and auto repair and maintenance.
7. Low-impact development/green infrastructure.
8. Septic systems, information pertaining to maintenance of septic systems.
9. Watershed awareness and how storm drains lead to local creeks and rivers, and potential impacts to fish and other wildlife.
10. Stormwater issues of significance identified by permit registrant.

v. Education on Construction Site Control Measures

At least twice during the permit term, the permit registrant must conduct educational outreach to target construction site operators working within their community. Topics should include appropriate selection, design, installation, use and maintenance of construction site

control measures required by the permit registrant's relevant ordinances or other regulatory mechanisms.

vi. Tracking and Assessment

The permit registrant must track implementation of the Public Education and Outreach requirements. In each corresponding Annual Report, the permit registrant must assess their progress toward implementation of the program, including the evaluation of at least one education and outreach activity corresponding to the reporting timeframe for the associated Annual Report. The assessment(s) should be used inform future stormwater education and outreach efforts to most effectively convey the educational material to the target audience(s).

b. Public Involvement and Participation

The permit registrant must implement a public involvement and participation program that provides opportunities for the public to effectively participate in the development of the SWMP control measures. The permit registrant must comply with their public notice requirements when implementing a public involvement participation process.

i. Implementation Dates

(A) Existing Registrants

No later than February 28, 2020, Existing Registrants must implement the required components described in Schedule A.3.b.ii-vi.

(B) New Registrants

Upon the effective date of this permit, New Registrants must begin to develop and implement the required components described in Schedule A.3.b.ii-vi; required components must be fully implemented by September 1, 2023.

ii. Publically Accessible Website

The permit registrant must maintain and promote at least one publicly accessible website with information on the permit registrant's SWMP implementation, the SWMP Document, contact information, and educational materials. The website must be maintained with current information, and be updated at least annually. The permit registrant's website must incorporate the following:

(A) Illicit Discharge Complaint or Report requirements (see Schedule A.3.c.v).

(B) Draft documents issued for public comment, and final reports, plans and other official SWMP policy documents.

(C) Links to all ordinances, policies and/or guidance documents related to the construction and post-construction stormwater management control programs, including education, training, licensing, and permitting.

(D) The permit registrant's contact information for relevant staff, including phone numbers, mailing addresses and email addresses.

iii. Stewardship Opportunity

The permit registrant must, at a minimum, create or partner in the development of one stewardship opportunity during the permit term. The permit registrant may consider one of the following stewardship opportunities or a more locally relevant opportunity:

(A) Stream team activities,

(B) Storm drain marking or stenciling,

(C) Volunteer monitoring,

(D) Riparian plantings/facility enhancement,

(E) Neighborhood low-impact development activities,

(F) Adopt-A-Road,

(G) Citizen advisory committee, or

(H) Other locally relevant opportunities.

iv. Tracking and Assessment

The permit registrant must track implementation of the public involvement and participation requirements. In each corresponding Annual Report, the permit registrant must assess their progress towards implementation of the program.

c. Illicit Discharge Detection and Elimination

The permit registrant must implement and enforce a program to detect and eliminate illicit discharges into the MS4, to the extent allowable by state laws. An illicit discharge is any discharge to an MS4 that is not composed entirely of stormwater. Conditional exceptions are identified in Schedule A.1.d.

i. Implementation Dates

(A) Existing Registrants

No later than February 28, 2022, Existing Registrants must implement all of the required components described in Schedule A.3.c.ii-viii.

(B) New Registrants

Upon the effective date of this permit, New Registrants must begin to develop and implement the required components described in Schedule A.3.c.ii-viii; all required components must be fully implemented by September 1, 2023.

ii. MS4 Map

(A) MS4 Map and Digital Inventory

The permit registrant must develop and maintain a current map of their MS4. The MS4 map and digital inventory must include the location of outfalls and an outfall inventory, conveyance system and stormwater control locations, and chronic illicit discharges (see Schedule A.3.c.ii.B-D). The permit registrant must delineate their MS4 by storm sewer drainage basin, as appropriate, and identify the location and characteristics of any ongoing dry weather flows.

(B) Outfall Inventory

The permit registrant must maintain an inventory of all the known outfall locations, owned or operated by the permit registrant. The outfall location must include a unique identifier (for example, alphanumeric code identifier), any geographic information (for example, streets, manholes, or milepost markers) necessary to locate these outfalls in the field, and the name(s) of the receiving water(s).

(C) Conveyance System and Stormwater Control Locations

The permit registrant must maintain a map of the MS4 collection system and all known structural stormwater controls. Where applicable, features must include a unique identifier (for example, alphanumeric code identifier) and any geographic information (for example, streets, manholes, or milepost markers) necessary to locate these features in the field.

(D) Chronic Illicit Discharges

If applicable, the permit registrant must include the location(s) of known of chronic illicit discharge(s).

The permit registrant must make map(s) and digital inventories available to DEQ upon request. When in digital format, the permit registrant must fully describe mapping standards in the SWMP document.

Existing Registrants must submit their MS4 map with the third Annual Report; New Registrants must submit their MS4 map by September 1, 2023. Prior to this date, all existing maps (including GIS data layers) must be shared with DEQ upon request.

iii. Ordinance and/or Other Regulatory Mechanisms

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. The ordinance or other regulatory mechanism must also define the range of illicit discharges it covers including, but not limited to the following:

(A) Septic, sewage, and dumping or disposal of liquids or materials other than stormwater into the MS4;
(B) Discharges of washwater resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;
(C) 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.;
(D) Discharges of washwater from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, and carpet cleaning, etc.;
(E) 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);
(F) Discharges of runoff from material storage areas, which contain chemicals, fuels, grease, oil, or other hazardous materials from material storage areas;
(G) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
(H) Discharges of sediment, unhardened concrete, pet waste, vegetation clippings, or other landscape or construction-related wastes;
(I) Discharges of trash, paints, stains, resins, or other household hazardous wastes; and
(J) Discharges of food-related wastes (grease, restaurant kitchen mat and trash bin washwater, etc.).

iv. Enforcement Procedures

The permit registrant must develop, implement and maintain a written escalating enforcement and response procedure. The procedure must address repeat violations through progressively stricter responses as needed, to achieve compliance. The escalating enforcement and response procedure must describe how the permit registrant will use enforcement techniques to ensure compliance. The enforcement procedures must include timelines for compliance and, when formulating response procedures, must consider factors

such as the amount of pollutant discharged, the type of pollutant discharge, and whether the discharge was intentional or accidental.

For Existing Registrants the escalating enforcement procedure must be submitted with the third Annual Report. New Registrants must submit the escalating enforcement procedure by September 1, 2023.

v. Program to Detect and Eliminate Illicit Discharges

At a minimum, the permit registrant's program must include the following activities:

(A) Illicit Discharge Complaints or Reports

The permit registrant must publicize a phone number, webpage, and/or other communication channel that the public can use to report illicit discharges. The complaint/reporting communication channel must be answered or responded to by trained staff during normal business hours and must include a system to record or capture incoming complaints or reports during non-business hours.

(B) Response to Complaints or Reports

The permit registrant must respond to all complaints or reports of illicit discharges, as soon as possible, or within an average of two working days, unless there is a threat to human health, welfare, or the environment. For discharges, including spills, which constitute a threat to human health, welfare, or the environment, the permit registrant must respond within 24 hours. Spills, or other illicit discharges, that may endanger human health or the environment must be reported in accordance with all applicable federal and state laws, including notification to the Oregon Emergency Response System (800-452-0311).

The permit registrant's complaint response and the associated investigation must at minimum, use the following timelines:

1. Initial Investigation or Evaluation

   Conduct an initial investigation or evaluation within an average of five working days or refer the complaint to the appropriate agency (see Schedule A.3.c.v.C below).

2. Ongoing Illicit Discharges

   If the elimination of the illicit discharge will take more than 15 working days due to technical, logistical, or other reasonable issues, the permit registrant must within 20 working days upon identifying the source of an illicit discharge initiate procedures to eliminate the illicit discharge.

   Upon confirmation of an illicit connection, the permit registrant must use the Enforcement Procedures in a documented effort to eliminate the illicit connection within six months to the extent allowable under state law. All known illicit connections to the MS4 must be eliminated.

3. Ongoing Illicit Discharges involving Capital Improvements

   If the elimination of the illicit discharge involves the repair or replacement of the permit registrant's wastewater or storm sewer conveyance systems, the permit registrant must remove the source of the illicit discharge within three years of the date of its identification.

(C) Notification of Other Authorities

If the illicit discharge originates outside the permit registrant's jurisdictional authority, the permit registrant must notify the jurisdictional authority within five working days of becoming aware of the illicit discharge.

(D) Complaints Tracking

The permit registrant must maintain a procedure or system to document all complaints or reports of illicit discharges into and from the MS4. The tracking system must document, at minimum the following:

1. Date the complaint was received and, if available, the complainant's name and contact information.
2. Staff responding to the complaint.
3. Date the investigation was initiated.
4. The outcome of the staff investigation.
5. Corrective action(s) taken to eliminate the illicit discharge.
6. The responsible party for the corrective action(s).
7. The status of enforcement procedure(s), when necessary.
8. The date the corrective action(s) was completed and staff that evaluated final compliance.

Complaint tracking information must be summarized in each Annual Report.

vi. Dry Weather Screening Program

At a minimum, the permit registrant must conduct dry weather screening at the following percentage of their MS4:

(A) Existing Registrants

Existing Registrants must conduct dry weather screening of at least 40 percent of their MS4 outfalls no later than February 28, 2022. Subsequently, Existing Registrants must conduct dry weather screening at an additional 20 percent of their MS4 outfalls each year thereafter.

(B) New Registrants

New Registrants must conduct dry weather screening of at least 25 percent of their MS4 outfalls no later than September 1, 2023, then an additional 20 percent each year thereafter.

Once all the known outfalls are inspected, or if all the known outfalls have been previously screened, the permit registrant must identify and document priority locations. The 20 percent annual field screening must include a portion or all of the permit registrant's identified priority locations.

(C) Annual Field Screening of Priority Locations

Priority locations must, when possible, be located at an accessible location downstream of any source of suspected illegal or illicit activity or location as identified by the permit registrants. Priority locations must be based on an equitable consideration of hydrological conditions, total drainage area of the location, population density of the location, traffic density, age of the structures or buildings in the area, history of the area, land use types, personnel safety, accessibility, historical complaints or other appropriate factors as identified by the permit registrant.

The dry-weather field screening activities must occur after an antecedent dry period of at least 72-hours. The dry-weather field screening activities must be documented and include:

(D) General Observations

General observations must include visual presence of flow, turbidity, oil sheen, trash, debris or scum, condition of conveyance system or outfall, color, odor and any other relevant observations related to the potential presence of non-storm water or illicit discharges.

(E) Field Screening and Analysis

If flow is observed, and the source is unknown, a field analysis must be conducted to determine the cause of the dry-weather flow. The field analysis must include sampling for pollutant parameters that are likely to be found based upon the suspected source of discharge or by other effective investigatory approaches or means to identify the source or cause of the suspected illicit discharge. Where appropriate, field screening pollutant parameter action levels, identified by the permit registrant, must be considered.

(F) Pollutant Parameter Action

The permit registrant must develop or identify pollutant parameter action levels to be used as part of the field screening. The pollutant parameter action levels and rationale must be documented in an enforcement response plan (or similar document) or in the SWMP Document. The permit registrant may use following as indicator constituents: ammonia, biochemical oxygen demand, pH, total chlorine, detergents as surfactants, E. coli, total phosphorus, turbidity, temperature, and total suspended solids.

Existing Registrants must submit their Pollutant Parameter Action levels with the third Annual Report. New Registrants must submit the Pollutant Parameter Action levels by September 1, 2023.

(G) Laboratory Analysis

If general observations and field screening indicate an illicit discharge and the presence of a suspected illicit discharge cannot be identified through other investigatory methods, permittee must collect a water quality sample for laboratory analyses for ongoing discharges. The water quality sample must be analyzed for pollutant parameters or identifiers that will aid in the determination of the source of the illicit discharge. The types of pollutant parameters or identifiers may include, but are not limited to genetic markers, industry-specific toxic pollutants, or other pollutant parameters that may be specifically associated with a source type.

vii. Illicit Discharge Detection and Elimination Training and Education

The permit registrant must ensure that all persons responsible for investigating and eliminating illicit discharges and illicit connections into the MS4 are appropriately trained to conduct such activities. All staff directly responsible for conducting dry weather screening activities or responding to reports of illicit discharges and spills into the MS4 must be properly trained to conduct such activities.

The permit registrant must provide orientation and training to all new staff working to implement the IDDE program within 30 days of their assignment to this program. All staff must receive training at least once during the permit term. Permit registrant must provide follow-up training as procedures or technology utilized in this program change.

viii. Tracking and Assessment

The permit registrant must track implementation of the IDDE program requirements. In each corresponding Annual Report, the permit registrant must assess their progress towards implementation of the program.

d. Construction Site Runoff Control

The permit registrant must implement and enforce a construction site runoff control program to reduce discharges of pollutants form construction sites in its coverage area. Existing permit registrants must continue to implement their construction site runoff program as they develop, and implement the requirements of Schedule A.3.d.

i. Implementation Dates

(A) Existing Registrants

No later than February 28, 2023, Existing Registrants must implement all of the required components described in Schedule A.3.d.ii-ix.

(B) New Registrants

Upon the effective date of this permit, New Registrants must begin to develop and implement the required components described in Schedule A.3.d.ii-ix; and all required components must be fully implemented by September 1, 2023.

ii. Ordinance and/or Other Regulatory Mechanism

Through ordinance or other regulatory mechanism, to the extent allowable under state law, the permit registrant must require erosion controls, sediment controls, and waste materials management controls to be used and maintained at all qualifying construction projects from initial clearing through final stabilization to reduce pollutants in stormwater discharges to the MS4 from construction sites.

The permit registrant must require construction site operators to complete and implement an Erosion and Sediment Control Plan (ESCP) for construction project sites that results in a minimum land disturbance of:

(A) For Large Communities, 7,000 square feet or more; and

(B) For Small Communities, 10,890 square feet (a quarter of an acre) or more.

The permit registrant must use appropriate enforcement procedures and actions to ensure compliance with Schedule A.3.d.ii-vi.

iii. Compliance with Other NPDES Permits

For construction projects that disturb one or more acres (or that disturb less than one acre, if it is part of a "common plan of development or sale" disturbing one or more acres), the permit registrant must refer project sites to DEQ, or the appropriate DEQ agent, to obtain NPDES Construction Stormwater Permit coverage. The NPDES Construction Stormwater General Permit requirements are in addition to the permit registrant's construction site runoff control requirements identified in this permit (Schedule A.3.d.iv).

iv. Erosion and Sediment Control Plans

The permit registrant must maintain written specifications that address the proper installation and maintenance of such controls during all phases of construction activity occurring in their coverage area. At a minimum, the written specifications must include an ESCP template, worksheet or similar document (henceforth referred to as Erosion and Sediment Control Plan or ESCP) for construction site operators to document how erosion, sediment, and waste material management controls will be implemented at the construction project site. At a minimum, through ordinance or other regulatory mechanism the permit registrant must:

(A) Provide the construction site operator an Erosion and Sediment Control Plan template prior to beginning construction/land disturbance;

(B) Require construction site operator to complete a site-specific Erosion and Sediment Control Plan prior to beginning construction/land disturbance;

(C) Require the Erosion and Sediment Control Plan be maintained and updated as site conditions change, or as needed; and

(D) Require Erosion and Sediment Control Plans to be kept on site and made available for review by the permit registrant, DEQ, or another administrating entity.

The Erosion and Sediment Control Plan must, at a minimum consist of sizing criteria, performance criteria, design specifications, and guidance on selection and placement of controls, and specifications for long term operation and maintenance, including appropriate inspection interval and self-inspection checklists for use by the construction site operator.

v. Erosion and Sediment Control Plans Review

At a minimum, the permit registrant must review Erosion and Sediment Control Plans from construction projects that will result in land disturbance of one or more acres (or that disturb less than one acre, if it is part of a "common plan of development or sale" disturbing one or more acres) using a checklist or similar document to determine compliance with the ordinance or other regulatory mechanism required.

Erosion and Sediment Control Plan review procedures must include consideration of the construction activities' potential water quality impacts, and, in accordance with applicable state and local public notice requirements.

vi. Construction Site Inspections

The permit registrant must inspect construction sites to ensure compliance with Schedule A.4.d.iii-iv.

(A) Minimum Triggers for Inspection

At a minimum, the permit registrant must inspect construction sites if:

1. The construction activity will result in land disturbance of one or more acres (or that disturb less than one acre, if it is part of a "common plan of development or sale" disturbing one or more acres). Each site must be inspected at least once during the permit term;
2. Sediment is visible or reported in stormwater discharge or dewatering activities from the construction site; or
3. A complaint or report is received. At minimum, the permit registrant must respond to the initial complaint if more than one report or complaint is received.

(B) Minimum Inspection Documentation Requirements

If the permit registrant inspects a construction site, at a minimum the site inspection must include and document the following:

1. A review and evaluation of the ESCP to determine if the described control measures were installed, implemented and maintained properly.
2. An assessment of the site's compliance with the permit registrant's ordinances or requirements, including the implementation and maintenance of required control measures.
3. Visual observations and documentation of any existing or potential non-stormwater discharges, illicit connections, and/or discharge of pollutants from the site. Documentation of recommendations to the construction site operator for follow-up.

4. If necessary, education or instruction provided to the construction site operator related to additional stormwater pollution prevention practices to comply with the approved ESCP.
5. A written or electronic inspection report, including documentation of all necessary follow-up actions (i.e., re-inspection, enforcement) to ensure compliance with their applicable requirements.

(C) Inspection Requirements for Existing Large Communities

In addition to Schedule A.3.d.vi.A, existing Large Communities must inspect at least 25% of the qualifying new construction sites that disturb less one at least once during the permit term to ensure compliance with the site's ESCP.

vii. Enforcement Procedures

The permit registrant must develop, implement and maintain a written escalating enforcement and response procedure for all qualifying construction sites. The procedure must address repeat violations through progressively stricter response, as needed, to achieve compliance. The escalating enforcement and response procedure must describe how the permit registrant will use enforcement techniques to ensure compliance. The enforcement procedures must include timelines for compliance and, when formulating response procedures, must consider factors such as the amount of pollutant discharged, the type of pollutant discharge, and whether the discharge was intentional or accidental. For Existing Registrants, the escalating enforcement procedure must be submitted with the third Annual Report. New Registrants must submit the escalating enforcement procedure by September 1, 2023.

viii. Construction Runoff Control Training and Education

The permit registrant must ensure that all staff responsible for ESCP reviews, site inspections, and enforcement of the permit registrant's requirements are trained or otherwise qualified to conduct such activities.

The permit registrant must provide orientation and training to all new staff working to implement the Construction Runoff Control program within 30 days of their assignment to this program. The permit registrant must be properly trained and knowledgeable in the technical understanding of erosion, sediment, and waste material management controls to conduct such ESCP reviews and inspections. All staff must receive training at least once during the permit term. The permit registrant must provide follow-up training as procedures and/or technology utilized in this program change.

ix. Tracking and Assessment

The permit registration must track implementation of Construction Site Runoff program's required activities. In each corresponding Annual Report, the permit registrant must assessment their progress toward implementing the Construction Site Runoff program's control measures.

e. Post-Construction Site Runoff for New Development and Redevelopment

Existing permit registrants must continue to implement their post-construction site runoff program as they develop, implement, and enforce the requirements of Schedule A.3.e to reduce discharges of pollutants and control stormwater runoff from new development and redevelopment project sites in its coverage area. New registrants must develop, implement, and enforce a program to reduce discharges of pollutants and control stormwater runoff from new development and redevelopment project sites in its coverage area.

i. Implementation Deadline

(A) Existing Registrants

No later than February 28, 2023, Existing Registrants must implement all of the required components described in Schedule A.3.e.ii-viii.

(B) New Registrants

Upon the effective date of the permit, New Registrants must begin to develop and implement the required components described in Schedule A.3.e.ii-viii; all required components must be fully implemented by September 1, 2023.

ii. Ordinance and/or Other Regulatory Mechanism

Through ordinance or other regulatory mechanism, to the extent allowable under state law, the permit registrant must require the following for project sites discharging stormwater to the MS4 that create or replace 5,000 square feet or more of new impervious surface area:[1]

(A) The use of stormwater controls at all qualifying sites.

(B) A site-specific stormwater management approach that targets natural surface or predevelopment hydrological function through the installation and long-term operation and maintenance of stormwater controls.

(C) Long-term operation and maintenance of stormwater controls at project sites that are under the ownership of a private entity.

The permit registrant must use appropriate enforcement procedures and actions to ensure compliance with Schedule A.3.e.iv. The local ordinance or other regulatory mechanism adopted must meet the requirements of Schedule A.3.e.ii-vi.

iii. Prioritization of Low Impact Development Requirements

The permit registrant must identify, minimize or eliminate ordinance, or code and development standard barriers within their legal authority that inhibit design and implementation techniques intended to minimize impervious surfaces and reduce stormwater runoff (Low Impact Development and Green Infrastructure). Such modifications to ordinance, or codes are only required to the extent they are permitted under federal and state laws.

The permit registrant must review ordinance, code and development standards for barriers by September 1, 2023. If an ordinance, code or development standard barrier is identified at any time subsequent to September 1, 2023, the applicable ordinance, code or development standard must be modified within three years.

iv. Post-Construction Stormwater Management Requirements

The permit registrant must develop enforceable post-construction stormwater management requirements in ordinance or other regulatory mechanism that, at a minimum, including the following technical standards:

(A) Site Performance Standard

The permit registrant must establish a site performance standard with a numeric stormwater retention requirement to target natural surface or predevelopment hydrologic function to retain rainfall on-site and minimize the offsite discharge of

[1] For counties, through ordinance or other regulatory mechanism, to the extent allowable under state law, the permit registrant must require the following for project sites discharging stormwater to the MS4 that create or replace 10,890 square feet (a quarter of an acre) or more of new impervious surface area.

precipitation utilizing stormwater controls that infiltrate and evapotranspirate stormwater. This retention requirement must use one of the following:

1. Volume-based method.
2. Storm event percentile-based method.
3. Annual average runoff-based method.

For projects complying with the retention requirement, the permit registrant can allow for an exception of this retention requirement in the site performance standard in instances where full compliance with this requirement cannot be achieved based on factors of technical infeasibility (see Schedule A.3.iv.D).

(B) Treatment Standard

For projects that are unable to fully meet the retention requirement, the remainder of the rainfall/runoff associated with this retention requirement must be treated prior to discharge with a structural stormwater control. This stormwater structural control must be designed to remove, at minimum, 80 percent of the total suspended solids. In treating the stormwater discharge offsite, the permit registrant must give priority to using green infrastructure before considering other structural stormwater controls. This runoff discharged offsite must target natural surface or predevelopment hydrologic function.

(C) Structural Stormwater Control Design and Specifications

The permit registrant must provide a description of all allowable structural stormwater controls including site-specific design requirements, design requirements that do not inhibit maintenance, conditions where each control applies, and operation and maintenance standards for each control. The permit registrant must identify conditions where the implementation of green infrastructure or equivalent approaches may be impracticable.

A permit registrant may adopt specifications created by another entity that complies with this requirement.

(D) Allowance for Alternative Compliance

The permit registrant may allow alternatives for projects to comply with the retention requirement at a project site based on factors of technical infeasibility or site constraints. Such feasibility or constraint factors may include, but are not limited to, shallow bedrock, high groundwater, groundwater contamination, soil instability as documented by geotechnical analysis, or a land use that is inconsistent with capture, reuse and/or infiltration of stormwater. The determination that full compliance cannot be achieved at the project site must be based on review criteria considering multiple factors and cannot be based solely on the difficulty or cost.

For project sites requesting alternative compliance, the permit registrant must require and subsequently review the written technical justification as to evaluate the technical infeasibility or site constraints, which prevent the onsite management of the runoff amount stipulated in the stormwater retention requirement or a portion thereof. Where alternative compliance is utilized, runoff must comply with the treatment standard. The written technical justification must be in the form of a site-specific hydrologic or design analysis conducted and endorsed by an Oregon registered Professional Engineer or Oregon Certified Engineering Geologist.

If the permit registrant agrees that alternative compliance with the retention requirement is necessary, the permit registrant must require that the site operator use

one or more of the stormwater mitigation options outlined in the Stormwater Mitigation Options below.

(E) Stormwater Mitigation Options

Before allowing alternative compliance with the retention requirement, the permit registrant must establish stormwater mitigation options for alternative compliance, including institutional standards and management systems to value, estimate, and account for how these mitigation projects retain the unmet volume of the stormwater specified in this retention requirement. The mitigation project or site must be within the same subwatershed as the site undergoing development. Stormwater mitigation options must include one or more of the following for alternative compliance:

1. Offsite Mitigation

   Offsite mitigation includes meeting the retention requirement at another location, the use of a stormwater mitigation bank program, or the use of stormwater payment-in-lieu program.

2. Groundwater Replenishment Projects

   Groundwater replenishment projects include implementing a project that the permit registrant has determined to provide an opportunity to replenish regional groundwater supplies.

3. Treatment Equivalent to the Retention Requirement

   Treatment Equivalent to the retention requirement establishes treatment requirements that attain the equivalent water quality benefits as onsite retention of stormwater from new development or redevelopment sites using a continuous simulation hydrologic model or other evaluation tool.

v. Post-Construction Site Runoff Plan Review

The ordinance or other regulatory mechanism must include procedures for the permit registrant's review and approval of structural stormwater control plans for new development and redevelopment projects.

At a minimum, the permit registrant must review and approve plans for structural stormwater control at new development and redevelopment sites that result from a land disturbance of one or more acres (or that disturb less than one acre, if it is part of a "common plan of development or sale" disturbing one or more acres); and sites that use alternative compliance to meet the retention requirement, before the start of the project. The permit registrant must review plans for consistency with the ordinance/regulatory mechanism and specifications required by Schedule A.3.e.vi. The permit registrant must not approve or recommend for approval any plans for structural controls that do not meet minimum requirements to meet Schedule A.3.e.iv and Schedule A.3.e.vi.

vi. Long-Term Operation and Maintenance (O&M)

The permit registrant must maintain an inventory and implement a strategy to ensure that all stormwater controls are operated and maintained to meet the site performance standard in Schedule A.3.e.iv. This strategy must, at minimum, include the following:

(A) Legal authority allowing the permit registrant to inspect and require effective operation and maintenance of privately owned and operated stormwater controls.

(B) Inspection procedures and an inspection schedule ensuring compliance with the O&M requirements of each stormwater control operated by the permit registrant and by other private entities.

(C) A tracking mechanism for documenting inspections and the O&M requirements for each stormwater control. This tracking mechanism must document enforcement actions and compliance response. For stormwater controls that include vegetation, the O&M requirements must at minimum include requirements to maintain and/or replace vegetation to ensure the functionality of this control. For stormwater controls that include soils in the treatment process, O&M requirements must at minimum include requirements to maintain soil permeability.

(D) Reporting requirements for privately owned and operated stormwater controls that document compliance with the O&M requirement in Schedule A.3.f.

(E) The location of all public and private stormwater controls installed in compliance with this permit must be included with the MS4 Map.

vii. Training and Education

The permit registrant must ensure that staff responsible for performing post-construction runoff site plan reviews, administrating the alternative compliance program, or performing O&M practices or evaluating compliance with long-term O&M requirements are trained or otherwise qualified to conduct such activities.

The permit registrant must provide orientation and training to all new staff working to implement the post-construction runoff control program within 30 days of their assignment to this program. All staff must receive training at least once during the permit term. Permit registrant must provide follow-up training as procedures and/or technology utilized in this program change.

viii. Tracking and Assessment

The permit registrant must maintain records for activities to meet the requirements of the Post-Construction Site Runoff program requirements and include a descriptive summary of their activities in the corresponding Annual Report.

f. Pollution Prevention and Good Housekeeping for Municipal Operations

The permit registrant must properly operate and maintain its facilities, using prudent pollution prevention and good housekeeping to reduce the discharge of pollutants through the MS4 to waters of the state.

i. Implementation Date

(A) Existing Registrants

No later than February 28, 2022, Existing Registrants must implement of the required components described in Schedule A.3.f.ii-ix.

(B) New Registrants

Upon the effective date of this permit, New Registrants must begin to develop and implement the required components described in Schedule A.3.f.ii-ix; all required components must be fully implemented by September 1, 2023.

ii. Operation and Maintenance Strategy for Existing Controls

For existing stormwater controls, the permit registrant must develop and implement an operation and maintenance strategy for both permit registrant-owned controls and controls owned and operated by another entity discharging to the MS4. The O&M strategy for stormwater controls must include, at minimum, the long-term O&M requirements in Schedule A.3.e.v.

iii. Inspection and Cleaning of Catch Basins

The permit registrant must inspect at least 50 percent of the permit registrant-owned or operated catch basins and inlets within the MS4 at least once every five years and take all appropriate maintenance or cleaning action based on those inspections to ensure the catch basins and inlets continue to function as designed. The permit registrant may establish a catch basin inspection prioritization system, and establish alternate inspection frequency, provided the permit registrant describes all relevant factors it uses to target its inspections to specific areas of its MS4 in the SWMP Document.

The permit registrant must maintain catch basin inspection records and cleaning records.

iv. Pollution Prevention in Facilities and Operations

The permit registrant must conduct its municipal O&M activities in a manner that reduces the discharge of pollutants through the MS4 to protect water quality. The permit registrant must review, and if necessary update, existing procedures for inspection and maintenance schedules to ensure pollution prevention and good housekeeping practices are conducted for the following activities:

(A) Pipe cleaning for stormwater and wastewater conveyance systems.
(B) Cleaning of culverts conveying stormwater in roadside ditches.
(C) Ditch maintenance.
(D) Road and bridge maintenance.
(E) Road repair and resurfacing including pavement grinding.
(F) Dust control for roads and municipal construction sites.
(G) Winter road maintenance, including salt or de-icing storage areas.
(H) Fleet maintenance and vehicle washing.
(I) Building and sidewalk maintenance including washing.
(J) Solid waste transfer and disposal areas.
(K) Municipal landscape maintenance.
(L) Material storage and transfer areas, including fertilizer and pesticide, Hazardous material, used oil storage, and fuel
(M) Fire fighting training activities.
(N) Maintenance of municipal facilities including public parks and open space, golf courses, airports, parking lots, swimming pools, marinas, etc.

v. Registrant-owned NPDES Industrial Stormwater Permit Facilities

Permit registrant-owned or operated facilities with industrial activity as defined in 40 CFR §122.26(b)(14) discharging stormwater to the waters of the state must have coverage under DEQ's NPDES Industrial Stormwater General Permit. The permit registrant may use the actions required in the NPDES Industrial Stormwater Permit to address the applicable facility requirements in Schedule A.3.f.vi.

vi. Requirements for Pesticide and Fertilizer Applications

The permit registrant must implement practices to reduce the discharge of pollutants to the MS4 associated with the permit registrant's application and storage of pesticides and fertilizers. At a minimum, such areas include the permit registrant's public right-of-ways, parks, recreational facilities, golf courses, and landscaped areas. All employees or contractors of the permit registrant applying pesticides must follow all label requirements,

including those regarding application methods, rates, number of applications allowed, and disposal of the pesticide, fertilizer and rinsate.

vii. Litter Control

The permit registrant must implement methods to reduce litter within its jurisdiction. The permit registrant must work cooperatively with other departments, organization, or other entities to control litter on a regular basis and after major public events, in order to reduce the discharge of pollutants and litter to the MS4.

viii. Materials Disposal

All collected material or pollutants removed in the course of maintenance, treatment, control of stormwater, or other wastewaters must be managed and disposed of in a manner such as to prevent such pollutants from entering the waters of the state in accordance with state and federal rules.

ix. Stormwater Infrastructure Staff Training

The permit registrant must ensure that staff responsible for evaluating O&M practices, evaluating compliance with long-term O&M requirements or ensuring pollution prevention at facilities and during operations are trained or otherwise qualified to conduct such activities.

The permit registrant must provide orientation and training to all new staff working to implement the pollution prevention and good housekeeping for municipal operations program within 30 days of their assignment to this program and at least once during the permit term. The permit registrant must provide follow-up training as procedures and/or technology utilized in this program change.

x. Tracking and Assessment

The permit registrant must maintain records for activities to meet the requirements of the Pollution Prevention and Good Housekeeping for Municipal Operations program requirements and include a descriptive summary of their activities in the corresponding Annual Report.

SCHEDULE B - MONITORING AND REPORTING REQUIREMNTS

1. Compliance Evaluation

At least once per year, the permit registrant must evaluate their compliance with the requirements of this permit using the DEQ Annual Report template. This self-evaluation includes assessment of progress toward implementing the SWMP control measures in Schedule A, and implementation of actions to comply with any additional requirements identified pursuant to Schedule D (Requirements for Discharges to Impaired Waterbodies).

2. Annual Report

No later than November 1 each year, beginning in 2020, the permit registrant must submit an Annual Report to DEQ. The permit registrant must use the Annual Report form provided by DEQ. The reporting period for the Annual Report is from June 1 through June 31 of the following year (for example, June 30, 2020 through July 31, 2021). Reporting periods for subsequent Annual Reports is specified in Table 2 below. The permit registrant must make all Annual Reports available to the public, including any required documents attached to the Annual Report through the permit registrant's maintained website.

Table 2. Annual Report Deadlines

Annual Report	Reporting Period	Due Date
1st Year Annual Report	Mar. 1, 2019 - June 30, 2020	Nov. 1, 2020
2nd Year Annual Report	July 1, 2020 - June 30, 2021	Nov. 1, 2021
3rd Year Annual Report	July 1, 2021 - June 30, 2022	Nov. 1, 2022
4th Year Annual Report	July 1, 2022 - June 30, 2023	Nov. 1, 2023
5th Year Annual Report	July 1, 2023 - June 30, 2024	Nov. 1, 2024

3. Monitoring Requirements

If the permit registrant discharges to a waterbody for which a TMDL has been approved or is listed on the 303(d) list, the permit registrant must comply with all monitoring requirements under Schedule D.2 or if the permit registrant performs municipal stormwater monitoring at outfall locations, in the receiving waterbody, or to demonstrate compliance with this permit, all monitoring data must be submitted to DEQ.

a. When the permit registrant conducts stormwater monitoring, the following monitoring requirements must be followed:
   i. Samples and measurements taken for the purpose of monitoring must be representative of the monitored activity.
   ii. Sample collection, preservation, and analysis must be conducted according to methods procedures outlined in 40 CFR § 136, unless otherwise approved by DEQ. Where an approved 40 CFR § 136 method does not exist, and other test procedures have not been specified, any available method may be used after approval from DEQ

b. Records of monitoring information must include:
   i. The date, exact place, and time of sampling or measurements.
   ii. The names(s) of the individual(s) who performed the sampling or measurements.
   iii. The date(s) analyses were performed.
   iv. The names of the individuals who performed the analyses.
   v. The analytical techniques or methods used.

The results of such analyses must be reported in the Annual Report.

4. Submissions

The permit registrant must provide DEQ with one hard copy and one electronic copy (on a portable electronic storage device or via email) of the Annual Report and any supplemental information required by the due date in Table 2, above. For electronic submittal of documents (i.e., e-Reporting), DEQ may provide the permit registrant with instructions for submittal when required. Once the permit registrant receives permission to submit electronically, it will no longer be required to submit such materials to DEQ in hardcopy.

All hardcopy Annual Reports, attachments, and other required submittals must be sent to DEQ at the following address:

Oregon Department of Environmental Quality
MS4 Stormwater Program, Attention: 7th Floor
700 NE Multnomah St., Suite 600
Portland, OR 97232

MS4Stormwater@deq.state.or.us

5. Recordkeeping

a. Records Retention

The permit registrant must retain records and copies of all information (for example, all monitoring, calibration, and maintenance records; all original strip chart recordings for any continuous monitoring instrumentation; copies of all reports required by this permit; annual reports; a copy of the NPDES permit; and, records of all data or information used in the development and implementation of the SWMP) for a period of at least five years from the of the permit compliance action date or for the term of this permit, whichever is longer. This period may be extended at the request of DEQ at any time.

b. Availability of Records

The permit registrant must submit records to DEQ when requested. The permit registrant must also make all records described above available to the public, if requested to do so in writing. The public must be able to view the records during normal business hours.

SCHEDULE C - COMPLIANCE CONDITIONS AND DATES

Compliance conditions and dates are not included at this time.

SCHEDULE D - SPECIAL CONDITIONS

1. Requirements for Discharges to Impaired Waterbodies

a. Applicability

The requirements of Schedule D.1 apply to MS4 discharges to receiving waters with established TMDLs and with new or modified TMDLs approved by EPA before the effective date of the permit where urban stormwater is identified as a source of TMDL pollutant loading. Schedule D.1 also applies to MS4 discharges to receiving waters identified as impaired on DEQ's current Integrated Report and 303(d) list for particular pollutants, identified before the effective date of the permit. DEQ has identified receiving waters in all urban areas covered by this permit as being water quality impaired for a variety of pollutants and most of these receiving waters are also under a TMDL load allocation. Established TMDLs in the permit registrant's coverage area are noted on the coverage page of this permit.

b. Performance Measures

DEQ incorporated performance measures in Schedule A.3.c, d, e, and f to address water quality impairments and EPA-approved TMDL allocations issued to date. Compliance with the permit's terms and conditions is presumed to be in compliance with TMDL allocations issued before the effective date of this permit, unless specified below.

i. The City of Wood Village's must provide a summary of the following to evaluate the control strategies established for the Lower Columbia Slough Phosphate, Lead, and Bacteria TMDLs:

(A) For phosphate, monitor influent and effluent dissolved orthophosphate concentrations and total phosphate concentrations at a representative site in Fairview Lake (Reach 4) and Fairview Creek (Reach 5).

(B) For lead, estimates of the effectiveness of controls to remove TSS.

(C) For bacteria, measuring E. coli concentrations and its distribution over flows (for example, flow duration intervals) to demonstrate compliance with E. coli criteria.

2. Definitions:

a. **Total Maximum Daily Load (TMDL)** or **applicable TMDL** is any TMDL, which has been approved by EPA on or before the issuance date of this permit.

b. **Best Management Practices (BMPs)** means schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also mean treatment requirements operating procedures, and practices to control runoff, spillage, or leads, sludge, or waste disposal, or drainage from raw material storages. See 40 CFR § 122.2 and 122.44(k). For the purposes of this permit, BMPs are synonymous with structural and non-structural stormwater controls and include the schedule of activities, controls, prohibition of practices, maintenance procedures and other management practices designed to prevent or reduce pollution.

c. **Bioretention** means the water quality and water quantity stormwater management practice using the chemical, biological and physical properties of plants, microbes and soils for the removal of pollution from stormwater runoff.

d. **CFR** means the Code of Federal Regulations, which is the official annual compilation of all regulations and rules promulgated during the previous year by the agencies of the United States government, combined with all the previously issued regulations and rules of those agencies that are still in effect.

e. **Chronic Illicit Discharges** are continuous illicit discharges resulting from sanitary/wastewater connections to an MS4, sanitary/wastewater inflows into a MS4 and unpermitted industrial wastewater discharges to the MS4.

f. **Clean Water Act (CWA)** refers to what was formally called the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Public Law 92-500, as amended by Public Law 95-217, Public Law 95-576, Public Law 96-483, and Public Law 97-117, 33 U.S.C. § 1251 et seq. [40 CFR §122.2].

g. **Common Plan of Development** means a contiguous construction project or projects where multiple separate and distinct construction activities may be taking place at different times on different schedules but under one plan.

h. **Construction activity** includes, but is not limited to, clearing, grading, excavation, and other site preparation work related to the construction of residential buildings and non-residential buildings, and heavy construction (for example, highways, streets, bridges, tunnels, pipelines, transmission lines and industrial non-building structures).

i. **Erosion and Sediment Control Plan** is a site-specific plan designed to describe the control of soil, raw materials, or other substances to prevent pollutants in storm water runoff. For the purposes of this permit, an ESCP means a document that identifies potential sources of pollution, describes practices to reduce pollutants in stormwater discharges from the site, and identifies procedures or controls that the operator will implement to reduce impacts to water quality and comply with applicable Permit requirements.

j. **Control Measure**, as used in this permit, refers to any action, activity, Best Management Practice or other method used to control the discharge of pollutants in MS4 discharges.

k. **Discharge** of a pollutant means any addition of any "pollutant" or combination of pollutants to "waters of the state" from any "point source," or any addition of any pollutant or combination of pollutants to the waters of the "contiguous zone" or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation. This definition includes additions of pollutants into waters of the state from surface runoff, which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a State,

municipality, or other person, which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any "indirect discharger" [40 CFR §122.2].

l. **Erosion** is the process of carrying away soil particles by the action of water, wind, or other process.

m. **Evaporate** is rainfall that is changed or converted into a vapor.

n. **Evapotranspiration** is the sum of evaporation and transpiration of water from the earth's surface to the atmosphere. It includes evaporation of liquid or solid water plus the transpiration from plants.

o. **Final Stabilization** is determined by satisfying the following criteria: (1) there is no reasonable potential for discharge of a significant amount of construction related sediment or turbidity to surface waters; (2) construction materials and waste have been removed and disposed of properly. This includes any sediment that was being retained by the temporary erosion and sediment controls; (3) all temporary erosion and sediment controls have been removed and disposed of properly, unless doing so conflicts with local requirements; (4) all soil disturbance activities have stopped and all stormwater discharges from construction activities that are authorized by this permit have ceased; (5) all disturbed or exposed areas of the site are covered by either final vegetative stabilization or permanent stabilization measures. However, temporary or permanent stabilization measures are not required for areas that are intended to be left unvegetated or unstabilized following construction (such as dirt access roads, utility pole pads, areas being used for storage of vehicles, equipment, or materials), provided that measures are in place to eliminate or minimize erosion.

p. **Green Infrastructure (GI)** is a specific type of stormwater control using vegetation, soils, and natural processes to manage stormwater. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems designed to mimic nature by reducing and/or storing stormwater through infiltration, evaporation, and transpiration. At the scale of city or county, green infrastructure refers to the patchwork of natural areas that provides flood protection and natural processes that remove pollutants from stormwater.

q. **Impaired Water** means any waterbody that does not meet applicable water quality standards for one or more parameters as identified on Oregon's 303(d) list.

r. **Infiltration** is the process by which storm water penetrates into soil.

s. **Illicit Connections** include, but are not limited to, pipes, drains, open channels, or other conveyances that have the potential to result in an illicit discharge.

t. **Illicit Discharge** is any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges authorized under Section A.4.a.xii., discharges permitted by a NPDES permit or other state or federal permit, or otherwise authorized by DEQ.

u. **Impervious Surface** any surface resulting from development activities that prevents the infiltration of water or results in more runoff than in the undeveloped condition. Common impervious surfaces include building roofs, traditional concrete or asphalt paving on walkways, driveways, parking lots, gravel lots and roads, and packed earthen materials.

v. **Large Communities** is defined as any permit registrant not defined as a Small Community.

w. **Low Impact Development (LID)** is a stormwater management approach that seeks to mitigate the impacts of increased runoff and stormwater pollution using a set of planning, design and construction approaches and stormwater management practices that promote the use of natural systems for infiltration, evapotranspiration, and reuse of rainwater, and can occur at a wide range

of landscape scales (i.e., regional, community and site). Low impact development is a comprehensive land planning and engineering design approach to stormwater management with a goal of mimicking the pre-development hydrologic regime of urban and developing watersheds.

x. **Maximum Extent Practicable (MEP)** is the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by Section 402(p)(3)(B)(iii) of the Clean Water Act [33 U.S.C §1342(p)(3)(B)(iii)].

y. **Minimize** means to reduce and/or eliminate to the extent achievable using control measures (including BMPs) that are technologically available, economically practicable, and achievable in light of best industry or municipal practices.

z. **Municipal Separate Storm Sewer System (MS4)** is defined in 40 CFR §122.26(b) and means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the Clean Water Act that discharges to waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works as defined at 40 CFR §122.2.

aa. **Municipality** means a city, town, borough, county, parish, district, association, or other public body created by or under state law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the Clean Water Act.

bb. **National Pollutant Discharge Elimination System (NPDES)** is the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of Clean Water Act [40 CFR §122.2].

cc. **Non-structural Stormwater Controls** or **BMPs** are stormwater controls in the form of development standards or other regulatory mechanisms intended to minimize and treat stormwater by minimizing impervious surfaces and by using soil infiltration, evaporation, and transpiration. These controls may also take the form of procedural practices to prevent pollutants from contaminating stormwater. The use of this term in this Permit is consistent with the discussion of non-structural stormwater BMPs in 64 Federal Register 68760 (December 9, 1999) which encompasses preventative actions that involve management and source controls such as: (1) policies and ordinances that provide requirements and standards to direct growth to identified areas, protect sensitive areas such as wetlands and riparian areas, maintain and/or increase open space (including a dedicated funding source for open space acquisition), provide buffers along sensitive waterbodies, minimize impervious surfaces, and minimize disturbance of soils and vegetation; (2) policies or ordinances that encourage infill development in higher density urban areas, and areas with existing storm sewer infrastructure; (3) education programs for developers and the public about project designs that minimize water quality impacts; and (4) other measures such as minimization of the percentage of impervious area after development, use of measures to

minimize directly connected impervious areas, and source control measures often thought of as good housekeeping, preventive maintenance and spill prevention.

dd. **Outfall** is defined as a point source at the point where a municipal separate storm sewer discharges to waters of the State, and does not include open conveyances connecting two municipal separate storm sewers or pipes, tunnels, or other conveyances which connect segments of the same stream or other waters of the State and are used to convey waters of the State.

ee. **Owner** or **Operator** is the owner or operator of any "facility or activity" subject to regulation under the NPDES program.

ff. **Pesticide** as used this Permit carries the same definition as used in the Federal Insecticide, Fungicide, and Rodenticide Act and is any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Under FIFRA, pest is any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism

gg. **Plant Intercept** is the capture of precipitation by the plant canopy and its subsequent return to the atmosphere through evaporation or sublimation.

hh. **Pollutant** is dredged spoil; solid waste; incinerator residue; sewage; garbage; sewerage sludge; munitions; chemical wastes; biological materials; radioactive materials; heat; wrecked or discarded equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water.

ii. **Predevelopment Hydrologic Function** is the hydrology of a site reflecting the local rainfall patterns, soil characteristics, land cover, evapotranspiration, and topography. The term predevelopment as used in predevelopment hydrologic function is consistent with the term predevelopment as discussed in Federal Register Volume 64, Number 235 and refers to the runoff conditions that exist onsite immediately before the planned development activities occur. Predevelopment is not intended to be interpreted as the period before any human-induced land disturbance activity has occurred.

jj. **Post-Construction Site Runoff Plan** is a plan developed by a site owner or operator and/or their designer to demonstrate compliance with the post-construction stormwater management and long-term operation and maintenance requirements of this permit.

kk. **Redevelopment** a project on a previously developed site that results in the addition or replacement of impervious surface.

ll. **Regulated small MS4** is a municipal separate storm sewer that is not medium or large MS4. Large MS4 is defined in 40 CFR §122.26(b)(4). Medium MS4 is defined in 40 CFR § 122.26(b)(7). For the purposes of this permit, a small MS4 is any municipal separate storm sewer system located within a Census-defined Urbanized Area. Regulated small MS4s are automatically designated as needing a NPDES permit pursuant to federal requirements found in 40 CFR § 122.30-37. Regulated small MS4 also mean any MS4 designated by DEQ pursuant to 40 CFR §122.26((a)(1)(v) and/or 123.35 as needing a NPDES permit.

mm. **Small Communities** is defined as any permit registrant that has a population of less than 10,000 people or is a county that is the sole permit registrant/applicant. If the county is a co-registrant at the time of permit coverage or becomes a co-registrant at any time of permit coverage under this permit, it is not eligible for this exemption.

nn. **Small MS4**, is defined at 40 CFR § 122.26(b)(16) and (17), respectively, and means all separate storm sewers that are: (i) owned or operated by the United States, a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes,

including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States; (ii) not defined as "large" or "medium" municipal separate storm sewer systems pursuant to 40 CFR § 122.26(b)(4) and (b)(7), or designated under 40 CFR § 122.26(a)(1)(v); and (iii) includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

oo. **Stormwater** or **stormwater runoff** includes 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.

pp. **Stormwater Control** refers to non-structural, structural stormwater controls and/or BMPs.

qq. **Stormwater Management Program (SWMP)** refers to a comprehensive program to manage the quality of stormwater discharged from the municipal separate storm sewer system. For the purposes of this permit, the SWMP consists of the actions and activities conducted by the permit registrant as required by the permit and described in the permit registrant's' SWMP Document.

rr. A **SWMP Document** is the written summary describing the unique and/or cooperative means by which an individual permit registrant or entity implements the specific stormwater management control measures required by the permit..

ss. **Stormwater Mitigation Bank Program** is a program for offsite compliance that establishes a market with an entity that tracks the life cycle of an offsite mitigation credit by certifying the credit, issuing a tradable credit to the seller, transferring the ownership of the credit from the seller to the buyer, and use or retirement of the credit to receive a benefit when buyer of the credit is unable to meet a retention requirement on their site.

tt. **Stormwater Payment-in-Lieu Program** is a program for offsite compliance where the permit registrant or site owner/operator pays a fee in lieu of full compliance on the development site with this fee based on volume ratios (i.e., volume stormwater to be retained onsite to the volume to be retained at the mitigation site) and a rate specified by the Registrant. The Permit registrant can aggregate fees and apply them to a public stormwater structural or non-structural control at a later point in time.

uu. **Structural Stormwater Controls** or **BMPs** are stormwater controls that are physically designed, installed, and maintained to prevent or reduce the discharge of pollutants in stormwater to minimize the impacts of stormwater on waterbodies. As noted in the 64 Federal Register 68760 (December 9, 1999), examples of structural stormwater controls or BMPs include: (1) storage practices such as wet ponds and extended-detention outlet structures; (2)filtration practices such as grassed swales, sand filters and filter strips; and, (3) infiltration practices such as infiltration basins and infiltration trenches.

vv. **Subwatershed** is the topographic perimeter of the catchment area of a stream tributary.

ww. **Transpiration** means to release water vapor into the atmosphere through plant stomata or pores.

xx. **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 boarding the state or within its jurisdiction.

SCHEDULE F - NPDES PERMIT GENERAL (MS4)

Revision Date, October 1, 2015

The general conditions in this schedule apply only to the extent they do not conflict with the requirements contained in Schedules A through E. If the permit requirements in Schedule A through D conflict with these general conditions, the permit requirements in Schedule A through D will control.

SECTION A. STANDARD CONDITIONS

A1. Duty to Comply with Permit

The permittee must comply with all conditions of this permit. Failure to comply with any permit condition is a violation of Oregon Revised Statutes (ORS) 468B.025 and the federal Clean Water Act and is grounds for an enforcement action. Failure to comply is also grounds for DEQ to terminate, modify and reissue, revoke, or deny renewal of a permit.

A2. Penalties for Water Pollution and Permit Condition Violations

The permit is enforceable by DEQ or EPA, and in some circumstances also by third-parties under the citizen suit provisions of 33 USC § 1365. DEQ enforcement is generally based on provisions of state statutes and Environmental Quality Commission (EQC) rules, and EPA enforcement is generally based on provisions of federal statutes and EPA regulations.

ORS 468.140 allows DEQ to impose civil penalties up to $25,000 per day for violation of a term, condition, or requirement of a permit. The federal Clean Water Act provides for civil penalties not to exceed $25,000 per day for each violation of any condition or limitation of this permit.

Under ORS 468.943, unlawful water pollution in the second degree, is a Class A misdemeanor and is punishable by a fine of up to $25,000, imprisonment for not more than one year, or both. Each day on which a violation occurs or continues is a separately punishable offense. The federal Clean Water Act provides for criminal penalties of not more than $50,000 per day of violation, or imprisonment of not more than 2 years, or both for second or subsequent negligent violations of this permit.

Under ORS 468.946, unlawful water pollution in the first degree is a Class B felony and is punishable by a fine up to $250,000, imprisonment for not more than 10 years or both. The federal Clean Water Act provides for criminal penalties of $5,000 to $50,000 per day of violation, or imprisonment of not more than 3 years, or both for knowing violations of the permit. In the case of a second or subsequent conviction for knowing violation, a person is subject to criminal penalties of not more than $100,000 per day of violation, or imprisonment of not more than 6 years, or both.

A3. Duty to Mitigate

The permittee must take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit. In addition, upon request of DEQ, the permittee must correct any adverse impact on the environment or human health resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

A4. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and have the permit renewed. The application must be submitted at least 180 days before the expiration date of this permit.

DEQ may grant permission to submit an application less than 180 days in advance but no later than the permit expiration date.

A5. Permit Actions

This permit may be modified, revoked and reissued, or terminated for cause including, but not limited to, the following:

a. Violation of any term, condition, or requirement of this permit, a rule, or a statute.
b. Obtaining this permit by misrepresentation or failure to disclose fully all material facts.
c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
d. The permittee is identified as a Designated Management Agency or allocated a wasteload under a total maximum daily load (TMDL).
e. New information or regulations.
f. Modification of compliance schedules.
g. Requirements of permit reopener conditions.
h. Correction of technical mistakes made in determining permit conditions.
i. Determination that the permitted activity endangers human health or the environment.
j. Other causes as specified in 40 CFR § 122.62, 122.64, and 124.5.

The filing of a request by the permittee for a permit modification, revocation or reissuance, termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

A6. Toxic Pollutants

The permittee must comply with any applicable effluent standards or prohibitions established under Oregon Administrative Rules (OAR) 340-041-0033 and 307(a) of the federal Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the federal Clean Water Act within the time provided in the regulations that establish those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

A7. Property Rights and Other Legal Requirements

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege, or authorize any injury to persons or property or invasion of any other private rights, or any infringement of federal, tribal, state, or local laws or regulations.

A8. Permit References

Except for effluent standards or prohibitions established under section 307(a) of the federal Clean Water Act and OAR 340-041-0033 for toxic pollutants, and standards for sewage sludge use or disposal established under section 405(d) of the federal Clean Water Act, all rules and statutes referred to in this permit are those in effect on the date this permit is issued.

A9. Permit Fees

The permittee must pay the fees required by OAR.

SECTION B. OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

B1. Proper Operation and Maintenance

The permittee must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve

compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems that are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

B2. Need to Halt or Reduce Activity Not a Defense

For industrial or commercial facilities, upon reduction, loss, or failure of the treatment facility, the permittee must, to the extent necessary to maintain compliance with its permit, control production or all discharges or both until the facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced or lost. It is not a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

B3. Bypass of Treatment Facilities

a. Definitions

(1) "Bypass" means intentional diversion of waste streams from any portion of the treatment facility. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, provided the diversion is to allow essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs b and c of this section.

(2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Prohibition of bypass.

(1) Bypass is prohibited and DEQ may take enforcement action against a permittee for bypass unless:

i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventative maintenance; and

iii. The permittee submitted notices and requests as required under General Condition B3.c.

(2) DEQ may approve an anticipated bypass, after considering its adverse effects and any alternatives to bypassing, when DEQ determines that it will meet the three conditions listed above in General Condition B3.b(1).

c. Notice and request for bypass.

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, a written notice must be submitted to DEQ at least ten days before the date of the bypass.

(2) Unanticipated bypass. The permittee must submit notice of an unanticipated bypass as required in General Condition D5.

B4. Upset

a. Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operation error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of General Condition B4.c are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the causes(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in General Condition D5, hereof (24-hour notice); and
   (4) The permittee complied with any remedial measures required under General Condition A3 hereof.

d. Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

B5. Treatment of Single Operational Upset

For purposes of this permit, a single operational upset that leads to simultaneous violations of more than one pollutant parameter will be treated as a single violation. A single operational upset is an exceptional incident that causes simultaneous, unintentional, unknowing (not the result of a knowing act or omission), temporary noncompliance with more than one federal Clean Water Act effluent discharge pollutant parameter. A single operational upset does not include federal Clean Water Act violations involving discharge without a NPDES permit or noncompliance to the extent caused by improperly designed or inadequate treatment facilities. Each day of a single operational upset is a violation.

B6. Public Notification of Effluent Violation

If effluent limitations specified in this permit are exceeded or an overflow occurs that threatens public health, the permittee must take such steps as are necessary to alert the public, health agencies and other affected entities (for example, public water systems) about the extent and nature of the discharge in accordance with the notification procedures developed under General Condition B7. Such steps may include, but are not limited to, posting of the river at access points and other places, news releases, and paid announcements on radio and television.

B7. Emergency Response and Public Notification Plan

The permittee must develop and implement an emergency response and public notification plan that identifies measures to protect public health from bypasses or upsets that may endanger public health. At a minimum the plan must include mechanisms to:

a. Ensure that the permittee is aware (to the greatest extent possible) of such events;

b. Ensure notification of appropriate personnel and ensure that they are immediately dispatched for investigation and response;

c. Ensure immediate notification to the public, health agencies, and other affected entities (including public water systems). The response plan must identify the public health and other officials that will receive immediate notification;
d. Ensure that appropriate personnel are aware of and follow the plan and are appropriately trained;
e. Provide emergency operations; and
f. Ensure that DEQ is notified of the public notification steps taken.

B8. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters must be disposed of in such a manner as to prevent any pollutant from such materials from entering waters of the state, causing nuisance conditions, or creating a public health hazard.

SECTION C. MONITORING AND RECORDS

C1. Representative Sampling

Sampling and measurements taken as required herein must be representative of the volume and nature of the monitored discharge. All samples must be taken at the monitoring points specified in this permit, and must be taken, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. Monitoring points must not be changed without notification to and the approval of DEQ. Samples must be collected in accordance with requirements in 40 CFR part 122.21 and 40 CFR part 403 Appendix E.

C2. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices must be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices must be installed, calibrated and maintained to insure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected must be capable of measuring flows with a maximum deviation of less than ± 10 percent from true discharge rates throughout the range of expected discharge volumes.

C3. Monitoring Procedures

Monitoring must be conducted according to test procedures approved under 40 CFR part 136 or, in the case of sludge (biosolids) use and disposal, approved under 40 CFR part 503 unless other test procedures have been specified in this permit.

For monitoring of recycled water with no discharge to waters of the state, monitoring must be conducted according to test procedures approved under 40 CFR part 136 or as specified in the most recent edition of Standard Methods for the Examination of Water and Wastewater unless other test procedures have been specified in this permit or approved in writing by DEQ.

C4. Penalties for Tampering

The federal Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit may, upon conviction, be punished by a fine of not more than $10,000 per violation, imprisonment for not more than two years, or both. If a conviction of a person is for a violation committed after a first conviction of such person, punishment is a fine not more than $20,000 per day of violation, or by imprisonment of not more than four years, or both.

C5. Reporting of Monitoring Results

Monitoring results must be summarized each month on a discharge monitoring report form approved by DEQ. The reports must be submitted monthly and are to be mailed, delivered or otherwise transmitted by the 15th day of the following month unless specifically approved otherwise in Schedule B of this permit.

C6. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR part 136 or, in the case of sludge (biosolids) use and disposal, approved under 40 CFR part 503 or as specified in this permit, the results of this monitoring must be included in the calculation and reporting of the data submitted in the discharge monitoring report. Such increased frequency must also be indicated. For a pollutant parameter that may be sampled more than once per day (for example, total residual chlorine), only the average daily value must be recorded unless otherwise specified in this permit.

C7. Averaging of Measurements

Calculations for all limitations that require averaging of measurements must utilize an arithmetic mean, except for bacteria which must be averaged as specified in this permit.

C8. Retention of Records

Records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities must be retained for a period of at least 5 years (or longer as required by 40 CFR part 503). Records of all monitoring information including all calibration and maintenance records, all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit and records of all data used to complete the application for this permit must be retained for a period of at least 3 years from the date of the sample, measurement, report, or application. This period may be extended by request of DEQ at any time.

C9. Records Contents

Records of monitoring information must include:

a. The date, exact place, time, and methods of sampling or measurements;
b. The individual(s) who performed the sampling or measurements;
c. The date(s) analyses were performed;
d. The individual(s) who performed the analyses;
e. The analytical techniques or methods used; and
f. The results of such analyses.

C10. Inspection and Entry

The permittee must allow DEQ or EPA upon the presentation of credentials to:

a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by state law, any substances or parameters at any location.

C11. Confidentiality of Information

Any information relating to this permit that is submitted to or obtained by DEQ is available to the public unless classified as confidential by the Director of DEQ under ORS 468.095. The permittee may request that information be classified as confidential if it is a trade secret as defined by that statute. The name and address of the permittee, permit applications, permits, effluent data, and information required by NPDES application forms under 40 CFR § 122.21 are not classified as confidential [40 CFR § 122.7(b)].

SECTION D. REPORTING REQUIREMENTS

D1. Planned Changes

The permittee must comply with OAR 340-052, "Review of Plans and Specifications" and 40 CFR § 122.41(l)(1). Except where exempted under OAR 340-052, no construction, installation, or modification involving disposal systems, treatment works, sewerage systems, or common sewers may be commenced until the plans and specifications are submitted to and approved by DEQ. The permittee must give notice to DEQ as soon as possible of any planned physical alternations or additions to the permitted facility.

D2. Anticipated Noncompliance

The permittee must give advance notice to DEQ of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements.

D3. Transfers

This permit may be transferred to a new permittee provided the transferee acquires a property interest in the permitted activity and agrees in writing to fully comply with all the terms and conditions of the permit and EQC rules. No permit may be transferred to a third party without prior written approval from DEQ. DEQ may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under 40 CFR § 122.61. The permittee must notify DEQ when a transfer of property interest takes place.

D4. Compliance Schedule

Reports of compliance or noncompliance with, or any progress reports on interim and final requirements contained in any compliance schedule of this permit must be submitted no later than 14 days following each schedule date. Any reports of noncompliance must include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirements.

D5. Twenty-Four Hour Reporting

The permittee must report any noncompliance that may endanger health or the environment. Any information must be provided orally (by telephone) within 24 hours from the time the permittee becomes aware of the circumstances, unless a shorter time is specified in the permit. During normal business hours, the DEQ regional office must be called. Outside of normal business hours, DEQ must be contacted at 1-800-452-0311 (Oregon Emergency Response System).

The following must be included as information that must be reported within 24 hours under this paragraph:

a. Any unanticipated bypass that exceeds any effluent limitation in this permit;
b. Any upset that exceeds any effluent limitation in this permit;
c. Violation of maximum daily discharge limitation for any of the pollutants listed by DEQ in this permit; and

d. Any noncompliance that may endanger human health or the environment.

A written submission must also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission must contain:

e. A description of noncompliance and its cause;
f. The period of noncompliance, including exact dates and times;
g. The estimated time noncompliance is expected to continue if it has not been corrected;
h. Steps taken or planned to reduce, eliminate and prevent reoccurrence of the noncompliance; and
i. Public notification steps taken, pursuant to General Condition B7.

DEQ may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

D6. Other Noncompliance

The permittee must report all instances of noncompliance not reported under General Condition D4 or D5, at the time monitoring reports are submitted. The reports must contain:

a. A description of the noncompliance and its cause;
b. The period of noncompliance, including exact dates and times;
c. The estimated time noncompliance is expected to continue if it has not been corrected; and
d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

D7. Duty to Provide Information

The permittee must furnish to DEQ within a reasonable time any information that DEQ may request to determine compliance with the permit or to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit. The permittee must also furnish to DEQ, upon request, copies of records required to be kept by this permit.

Other Information: When the permittee becomes aware that it has failed to submit any relevant facts or has submitted incorrect information in a permit application or any report to DEQ, it must promptly submit such facts or information.

D8. Signatory Requirements

All applications, reports or information submitted to DEQ must be signed and certified in accordance with 40 CFR § 122.22.

D9. Falsification of Information

Under ORS 468.953, any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, is subject to a Class C felony punishable by a fine not to exceed $125,000 per violation and up to 5 years in prison per ORS chapter 161. Additionally, according to 40 CFR § 122.41(k)(2), any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or non-compliance will, upon conviction, be punished by a federal civil penalty not to exceed $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

D10. Changes to Discharges of Toxic Pollutant

The permittee must notify DEQ as soon as it knows or has reason to believe the following:

a. That any activity has occurred or will occur that would result in the discharge, on a routine or frequent basis, of any toxic pollutant that is not limited in the permit, if that discharge will exceed the highest of the following "notification levels:
   (1) One hundred micrograms per liter (100 µg/l);
   (2) Two hundred micrograms per liter (200 µg/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
   (3) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR § 122.21(g)(7); or
   (4) The level established by DEQ in accordance with 40 CFR § 122.44(f).

b. That any activity has occurred or will occur that would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant that is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
   (1) Five hundred micrograms per liter (500 µg/l);
   (2) One milligram per liter (1 mg/l) for antimony;
   (3) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR § 122.21(g)(7); or
   (4) The level established by DEQ in accordance with 40 CFR § 122.44(f).

SECTION E. DEFINITIONS

E1. *BOD or BOD_5* means five-day biochemical oxygen demand.
E2. *CBOD or $CBOD_5$* means five-day carbonaceous biochemical oxygen demand.
E3. *TSS* means total suspended solids.
E4. *Bacteria* means but is not limited to fecal coliform bacteria, total coliform bacteria, *Escherichia coli* (*E. coli*) bacteria, and *Enterococcus* bacteria.
E5. *FC* means fecal coliform bacteria.
E6. *Total residual chlorine* means combined chlorine forms plus free residual chlorine
E7. *Technology based permit effluent limitations* means technology-based treatment requirements as defined in 40 CFR § 125.3, and concentration and mass load effluent limitations that are based on minimum design criteria specified in OAR 340-041.
E8. *mg/l* means milligrams per liter.
E9. *µg/l* means microgram per liter.
E10. *kg* means kilograms.
E11. *m^3/d* means cubic meters per day.
E12. *MGD* means million gallons per day.
E13. *Average monthly effluent limitation* as defined at 40 CFR § 122.2 means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
E14. *Average weekly effluent limitation* as defined at 40 CFR § 122.2 means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.
E15. *Daily discharge* as defined at 40 CFR § 122.2 means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge must be calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations

expressed in other units of measurement, the daily discharge must be calculated as the average measurement of the pollutant over the day.

E16. *24-hour composite sample* means a sample formed by collecting and mixing discrete samples taken periodically and based on time or flow.

E17. *Grab sample* means an individual discrete sample collected over a period of time not to exceed 15 minutes.

E18. *Quarter* means January through March, April through June, July through September, or October through December.

E19. *Month* means calendar month.

E20. *Week* means a calendar week of Sunday through Saturday.

Council Business Meeting

June 20, 2023

Agenda Item	City Council Rules and Protocols Updates a) First Reading of updated AMC 2.04 – Rules of City Council b) Resolution 2023-30 Council Practices and Protocols	
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Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

This agenda item is a follow up to the Council's Regular Meeting of February 22, 2023, discussion on a proposed Resolution 2023-03 recommending Council Meeting Calendar Adjustments for the February 2023-February 2024 time period. At that time the City Council requested staff return with ordinance changes that support the recommended calendar adjustments in the original Resolution 2023-03. This return agenda item includes consideration of an update to AMC 2.04 – Rules of City Council that support the recommended Council Calendar adjustments and other recommended updates or adjustments. Also included under this topic is Resolution 2023-30 adopting Council Practices and Protocols updates that were identified in the process of reviewing all the City Council's rules, procedures and/or protocols.

The proposed AMC 2.04 update include 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 electronic communication means with the prior approval of the Mayor or two (2) in-person attending Councilors. Additional meetings may be attended by electronic communication means with prior approval of the Mayor or two (2) in-person attending Councilors when in-person attendance is not possible due to unusual personal health or care of immediate family member circumstances. 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 conflicts of interest.

- Updates to the order of business at Regular Meetings of the City Council.

Better Together

- Updates and clarifications necessary to align AMC 2.04 with the recent change of some appointed City commissions to be Council Advisory Committees.

The proposed Resolutions 2023.30 include the following general provisions:

- Updates to recognize the City's change to a Council-Manager form of government.
- Setting preferred timelines for City staff responses to written public input/correspondence.

FISCAL IMPACTS

N/A

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 first reading the update to AMC 2.04 Rules of the City Council

I move to adopt Resolution 2023-30 updating the Council Practices and Protocols.

REFERENCES & ATTACHMENTS

- AMC 2.04 – Rules of the City Council (updated)
- Resolution 2023-30 Council Practices and Protocols (updated)

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 electronic communication 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 electronic communication means with the prior approval of the Mayor or two (2) in-person attending Councilors in the case of unusual circumstances when attendance is not possible due to personal health or care of immediate family member circumstances. The City Recorder will be responsible for prospective confirming the identity and attendance of each Council Member participating and voting by electronic communication 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 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.*

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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.

HE. *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.

IF. *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

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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.*

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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

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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

RESOLUTION NO. 2023-30

~~**A RESOLUTION UPDATING RESOLUTION 2020-03 ADOPTING**~~ **COUNCIL PRACTICES AND PROTOCOLS**

THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. The City Council replaces Resolution 2020-03 with this updated resolution adopting Council practices and protocols.

SECTION 2. The City Council shall abide by the following Practices and Protocols unless they are modified by a superseding resolution. Notwithstanding this resolution, a particular practice or protocol may be suspended during deliberation of a matter upon majority approval of motion to suspend the rules, except for a practice or protocol which is also set forth in the Ashland Municipal Code and is not subject to a motion to suspend the rules. See AMC 2.04.010E.

A. **AGENDAS**

1. Consent Agenda

The City ~~Administrator~~ Manager should place approval of any contract/procurement in excess of $100,000 on the regular business agenda, as opposed to inclusion on the Consent Agenda.

2. Minutes of Advisory Bodies

Minutes for all standing and ad hoc advisory bodies are to be available on the opening page of the City website by clicking on the "City Commissions" tab or by clicking "Agendas and Minutes" in the Quick Link section of the homepage and using the "view by" drop down box to select the desired commission, committee, or board. Minutes are to be posted on the website shortly after each meeting whether approved or in not-yet-approved draft. Electronic versions of agendas for regular City Council meetings are to include an item providing hyperlinks to the minutes for each standing board or commission.

3. Agenda Order

Councilors and the Mayor should adhere to the regular order of meeting agendas only after approval by a majority of the Council.

4. Adding Agenda Items

a. During a meeting, a Councilor may move to add an item to the agenda for that meeting (or a future meeting). In the normal order of business, a motion to add an item to an agenda should be made at the time designated for "Other Business from Council Members." But the Mayor could take up the motion to add the item earlier in the meeting when appropriate, in order to recalibrate expectations for the meeting. If the motion to add an item to the current meeting's agenda receives a second, any debate, and majority approval, the item normally would be placed in the "Other Business from Council Members" section of the agenda. The Mayor, however, could decide to modify the order. See *AMC 2.04.030C.*

b. Outside of a meeting, a matter may be added to a future Council meeting agenda by two or more Coucilors upon making a timely written request to the City ~~Administrator~~Manager, unless the item requires more thatn two hours preparation by staff – in which case consent from a majority of the Council at a Council meeting is required. See AMC 2.04.030B.

c. Any citizen may seek to get a matter added to an agenda by making a request to any Councilor or the Mayor or City ~~Administrator~~ Manager or to a City advisory board, commission, or committee or by making the request as part of testimony during Public Forum.

5. Removing Agenda Items.

A Councilor may seek removal or postponement of a scheduled agenda item before or at the outset of consideration of the item by making an "objection to consideration of the question." After consideration of a matter has begun, a Councilor may "move to postpone the matter to a certain time" or "move to postpone the matter indefinitely." These are parliamentary mechanisms for deferring an agenda item which is believed to be not yet ripe for consideration. See *AMC 2.04.040C.4.b(3); 2.04.040C.4.j and k.*

6. Presentation Slides.

Staff should make every effort to complete presentation slides in time for inclusion in the Council agenda packet. If, after agenda packets are mailed out, changes to presentation slides become necessary to avoid misinformation, staff should highlight such changes early in Council's consideration of the apposite agenda item.

B. **STUDY SESSIONS**

1. Miscellaneous Study Session Protocols

a. Study Sessions should be televised and held at Council Chambers.

b. Study Sessions should begin at 5:30 p.m. on the Mondays before Tuesday business meetings. Unless a majority votes to extend an additional 30 minutes, Study Sessions should conclude no later than 7:00 p.m.

c. The preferred time for any Executive Sessions is just before the start of regular business meetings.

d. The Look Ahead need not be presented as an agenda item at Study Sessions; instead, it should be distributed in advance via email, allowing Councilmembers to ask about particular planned future agenda items either before or at a Study Session.

e. Public Forum presentations at a Study Session be limited to topics on the agenda for that Study Session. See *AMC 2.04.020C.2*

f. At Study Sessions, suspension of the rules is not necessary for the chair to grant a Councilmember's request for additional reasonable time for follow-up dialogue with and exploratory questioning of presenters after presenters have used up their allotted time.

2. Decisions at Study Sessions

a. Study Sessions should be for providing Councilmembers background information and providing staff a rough sense of Councilmembers' interests and concerns about impending public issues.

b. *AMC 2.04.020C.1* says, "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…."

c. Provisional deliberations and decisions, including motions on directions to staff, are allowable at Study Sessions, but final decisions about resolutions, ordinances and policies are to be made at regular business meetings.

3. Summations

The Mayor or City ~~Administrator~~ Manager should be responsible for providing a summary of action taken/direction given at the end of each Study Session agenda item.

C. **COMMENTS/ PRESENTATIONS/ CORRESPONDENCE FROM CITIZENS**

1. Presenter Identification

Persons making presentations to Council should state (1) which city they reside in; or (2) which county they reside in, if in an unincorporated area; or (3) the organizations for which they are speaking or with which they are affiliated with respect to their presentations. Persons speaking at Public Forum or during public testimony on agenda items should include current contact information on the "Speaker Request" forms they submit to reserve an opportunity to address the Council.

2. Time Limits on Presentations

For agenda items at regular Council business meetings, the presiding officer is responsible for setting time limits on public testimony on scheduled agenda items. *AMC 2.04.050G.2* For Study Sessions, public testimony is limited to 15 minutes unless a majority of Councilors votes to revise or eliminate that time. *AMC 2.04.050D.2.*

3. Public Input on Agenda Items

a. At regular Council business meetings, after staff's initial presentation on agenda items and Councilmembers' opportunity to ask staff clarifying questions, members of the public should be invited to present their views. Next, Council may put any additional clarifying questions to staff or invited "experts." Then Council should begin deliberation on the agenda item, either in the form of general colloquy or in the form of specific motions and debate. During this period of Council deliberation on an agenda item at a regular Council business meeting, members of the staff or invited "experts" may present additional information to the Council in response to a specific request from a Councilmember; but during such Council deliberation, additional testimony from members of the public should be allowed only after a successful motion to suspend the rules. Any such questions and responses to and from non-Councilmembers allowed during Council deliberation should be only to provide clarification of facts, and not to present argumentation or advocacy.

b. If a citizen signs up at a regular business meeting to testify on an item on the Consent Agenda, Council should hear the testimony on the item before voting on it. Such testimony

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should be heard at the outset of the Consent Agenda portion of the meeting. After the testimony, a Councilor may or may not ask that the subject agenda item be pulled from the Consent Agenda for separate Council consideration and voting.

4. Responses to Public Input

Follow-up questions or responses by Councilmembers should be allowed without suspension of the rules only (1) in Study Sessions; and (2) when the speaker is a staff presenter, or a subject matter expert invited by staff or Council to make a presentation. At regular business meetings, follow-up questions or responses by Councilmembers should not be allowed with respect to testimony by members of the public during Public Forum or during testimony on agenda items except in unusual circumstances and after suspension of the rules. However, Councilmembers or City staff may be recognized by the presiding officer following testimony by members of the public for purposes of correcting for the record misleading errors in a purported statement of fact or for the purpose of rebutting negative personal comments proscribed by AMC 2.04.040C.2.

5. Inquiries During Public Input.

Presentations during regular business meetings and Study Sessions should be directed to the Council. Likewise, testimony by members of the public -- in Public Forum or in agenda item testimony -- should be directed to the Council, including any recommendations to the Council on questions to ask of staff or subject matter experts. Members of the public should not pose questions directly to presenters.

6. Renewed Public Input.

In the event of continuation of an ordinance, resolution or quasi-judicial land use determination to a subsequent meeting, or when an ordinance is presented for Second Reading, members of the general public who had an opportunity to testify on the agenda item in one meeting should only be able to testify at a subsequent meeting if and to the extent the item presented for approval at the subsequent meeting has been revised. Continued agenda items -- other than quasi-judicial land use decisions, resolutions, or first or second readings of ordinances -- should not be subject to this rule.

7. Responses to Written Public Input

a. If citizen correspondence is addressed to just one Councilmember and appears to seek a response from just that individual Councilmember -- even though others may be copied on the correspondence -- the addressee should decide how best to respond. Staff should respond

only upon request from the Councilmember and, if so, should send copies of the response to all Councilmembers.

~~b.~~ If citizen correspondence is addressed to two or more Councilmembers and appears to seek a response from each Councilmember recipient, the City ~~Administrator~~ Manager or their designee will (a) provide a

b. responsive reply directly to the citizen if the subject matter is within the scope of City administration and will send copies of the reply to each Councilmember; or (b) notify the citizen and the Councilmembers that the correspondence concerns policy matters and that individual Councilmembers may or may not reply as appropriate and as time permits.

c. If citizen correspondence seeking a response is addressed to the City ~~Administrator~~ Manager or a Department Director, the recipient or their designee should respond directly to the correspondent and provide copies to the entire Council, whether all the Councilmembers received copies of the correspondence.

d. If citizen correspondence is sent to the City website or is posted on social media so as to alert the City ~~Administrator~~ Manager to its presence and clearly seeks a response, the City ~~Administrator~~ Manager or their designee will see that the correspondent receives an appropriate response from City staff, with a copy to the entire Council.

~~d.~~e. Responses to written public imput by the City Manager or their designee should be made within three days. If a response is not possible within this timeframe, an update on the response status should be provided to the citizen correspondence, including to its addressed Councilmembers.

~~e.~~f. For citizen correspondence on Parks matters, the APRC Director or the Parks Commission will have responsibility for deciding how best to respond and provide copies to City Councilmembers and the City ~~Administrator~~ Manager as appropriate.

8. Guidelines for Public Input

Staff should establish clear guidelines for those attending and making presentations at Council Meetings and make such guidelines readily available and perhaps augment them with a brief video presentation just prior to the start of Council meetings.

D. **COUNCIL DELIBERATION RULES**

1. **Taking Turns**

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During Council regular business meetings, every Councilor should get a turn to speak about an issue under consideration before any other Councilor gets a follow-up turn. *AMC 2.04.040C.2.* During Study Sessions however, this rule need not be observed

2. **Negative Personal Comments**

Council members, as well as members of the public are to "make no negative personal remarks or comments about the motives or personal traits of others." *AMC 2.04.040C.2.* "The Mayor and council members should strive not to criticize any person in a public meeting or in public electronic mail messages." *AMC 2.04.080D.* The rules against negative personal remarks or comments about the motive or traits of others during meetings should be enforced by the presiding officer. *AMC 2.04.040C.3.*

3. **Suspending Rules.**

Suspension of the rules can be achieved by a two-thirds affirmative vote on a motion to "suspend the rules in order to…." No debate or amendment is allowed, but a second is required and the Councilor making the motion can provide a brief justification. *Robert's Rules of Order Newly Revised, 11th Edition (RONR), Section 25, pp. 260-62. AMC 2.04.0410E* allows only the following nine rules in AMC 2.04 to be suspended without enacting an ordinance:

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~~ 10 days in advance of meeting)

a.) **Should suspension of the rules always require a formal vote?**

A Councilor can say, "I ask unanimous consent to suspend the rules to…."; the chair then asks if anyone objects and, if so, proceeds to take a vote as if a formal motion had been made. *Robert's Rules of Order Newly Revised, 11th Edition (RONR), Section 25, pp 266-67.*

E. **COUNCILMEMBER REQUESTS TO STAFF FOR INFORMATION OR ACTIONS.**

1. **Council Requests to Staff**

a. Outside of a meeting, a Councilor seeking information from staff should channel the request through the City ~~Administrator~~ Manager to the pertinent Department Head. Email requests should be sent directly to the pertinent Department Head with a copy to the City ~~Administrator~~Manager. Requests for information should not be made directly to staff below Department Head level.

b. If staff is likely to have to take more than two hours to provide a meaningful response to a request, the request must be approved by the Mayor or City ~~Administrator~~ Manager or City Attorney, or by a majority vote of the Council. *AMC 2.04.080A.*

2. **Staff Responses to Councilor Requests**

a. If the request is for readily available information, the employee should promptly provide the requested information and inform the employee's supervisor of the Councilor's request and the information provided.

b. If an employee receives a Councilor request for input that likely would require fewer than two hours to produce, the employee should respond as follows:

   i. Employee should provide the Councilor an estimate of the time required to produce the response and seek an agreement on how soon the response can be provided.

   ii. Employee should forward the requested information to his/her supervisor for transmittal to the Department Head, who should be the one to transmit the information to the requester and share the information with the City ~~Administrator~~Manager.

c. When an employee receives a Councilor request for input that likely would require more than two hours to produce, the following steps should be taken:

   i. Employee should provide to the requester an estimate of the time required over and above the time staff would otherwise be spending on the underlying matter in any event.

   ii. Employee should remind the requester that a management policy directs employees to forward to the appropriate Department Head any Councilor request to which a meaningful response is likely to take more than two hours of staff time.

   iii. The Department Head should ask the Mayor, City ~~Administrator~~Manager, or City Attorney to approve providing a response to the request or to add to an upcoming

meeting agenda a question as to Council direction on whether and to what extent staff time should be devoted to responding to the request.

d. Staff should provide all the Councilmembers copies of any responses to a Councilmember's inquiries or suggested guidance.

3. **Pre-Meeting Councilmember Communications with Staff.**

If possible, after receiving agenda packets, Councilors with questions or concerns they would like to have addressed at an upcoming meeting should so advise the relevant staff presenters or the City ~~Administrator~~ Manager in advance of the meeting.

SECTION 3. In preparing this resolution for publication and distribution, the City Recorder shall not alter the sense, meaning, effect, or substance of the ordinance, but within such limitations, may: (a) Change reference numbers to agree with renumbered chapters, sections or other parts of the Ashland Municipal Code; (b) Delete references to repealed sections of the Code; (c) Change capitalization and spelling for the purpose of uniformity; and (d) Correct manifest clerical, grammatical, or typographical errors.

SECTION 4.

This resolution is effective upon adoption.

ADOPTED by the City Council this _____ day of _____, 2023.

ATTEST:

_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2023.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Doug M. McGeary, City Attorney

CITY OF ASHLAND
Better Together

MAYOR'S APPOINTMENT OF CLERK OF THE COUNCIL PRO TEM

The active employment of City Recorder Melissa Huhtala with the city will conclude on June 30, 2023, followed by her official resignation on August 31, 2023.

Subsequently, the Council will have a 60-day timeframe to fill the vacancy of the Recorder.

During the interim period of July and October, the city and Council will require a capable and knowledgeable individual to assume the responsibilities of the City Recorder.

Ashland's Charter Art VI, Sec 4, specifically provides, "In the Recorder's absence, the Mayor shall appoint a Clerk of the Council Pro Tem."

Dana Smith, a member of the City's legal office, has been working closely with the Recorder and overseeing the physical office functions of the Recorder's office since the Recorder expressed her intention to resign.

Furthermore, Dana previously served as the Recorder's assistant for the substantial period of nine years before transitioning to Community Development and now the legal office. Her qualifications make her highly suitable and competent to fulfill the duties of the Recorder.

NOW, THEREFORE, AS MAYOR OF THE CITY OF ASHLAND, OREGON, PURSUANT TO THE CITY OF ASHLAND CHARTER, ART VI, SEC 4, I HEREBY APPOINT:

City Employee, Dana Smith, as Clerk of the Council Pro Tem, to assume the duties and all powers assigned to the City Recorder under the City of Ashland's Charter until the Council fills the vacancy of the Recorder, a new Recorder is elected to the office, or another person is appointed to the Recorder's position, whichever occurs first.

Dated this 20th day of June, 2023.

Tonya Graham, Mayor
City of Ashland

Speaker Request Form

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

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

Tonight's Meeting Date 6/20/23

Name PAUL MOZINA
(please print)

Address (no P.O. Box) 767 ROCA ST

Phone 914344-8931 **Email** paulmozina@gmail.com

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Wireless Communication Fac. Ord.

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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7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 6/

Name Kelly Marcotulli **(please print)**

Address (no P.O. Box) 508 Liberty St

Phone 541 708-0103 **Email**

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.

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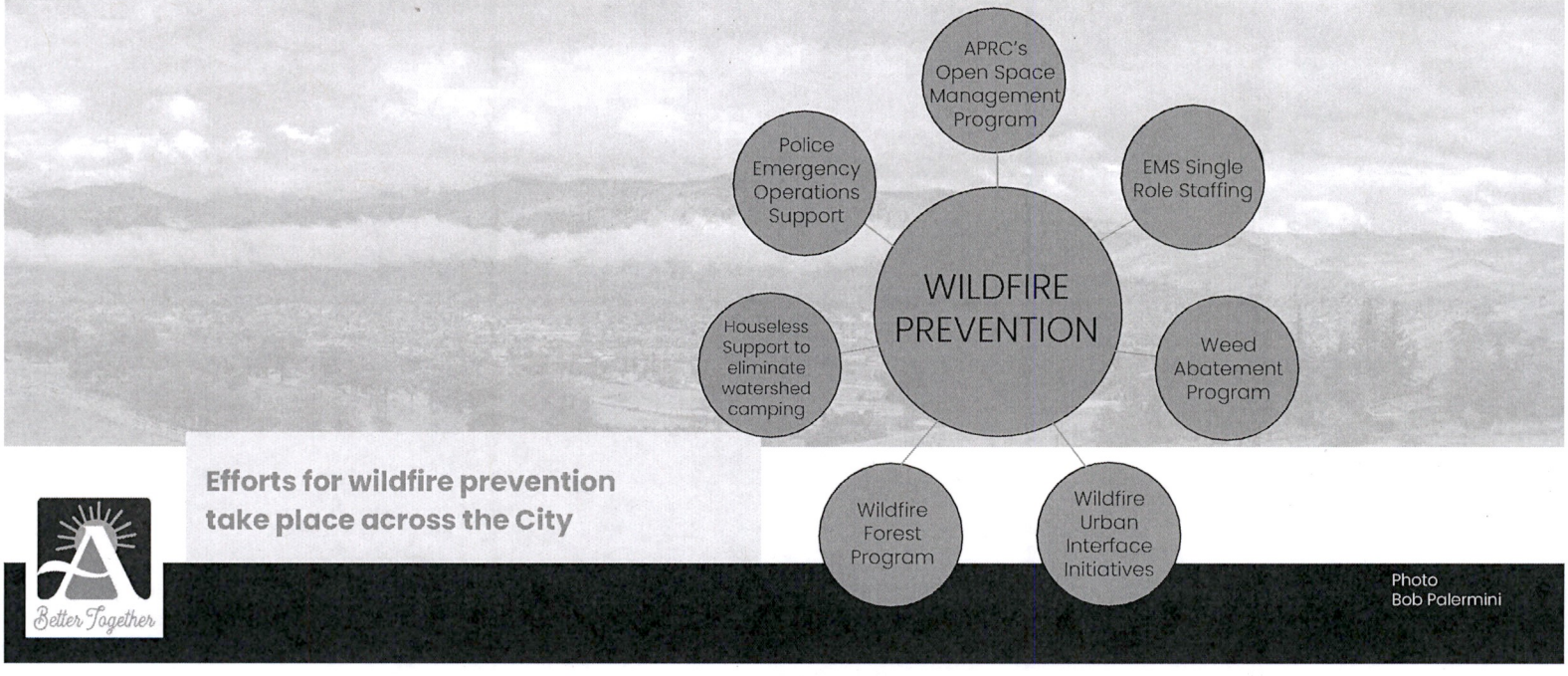
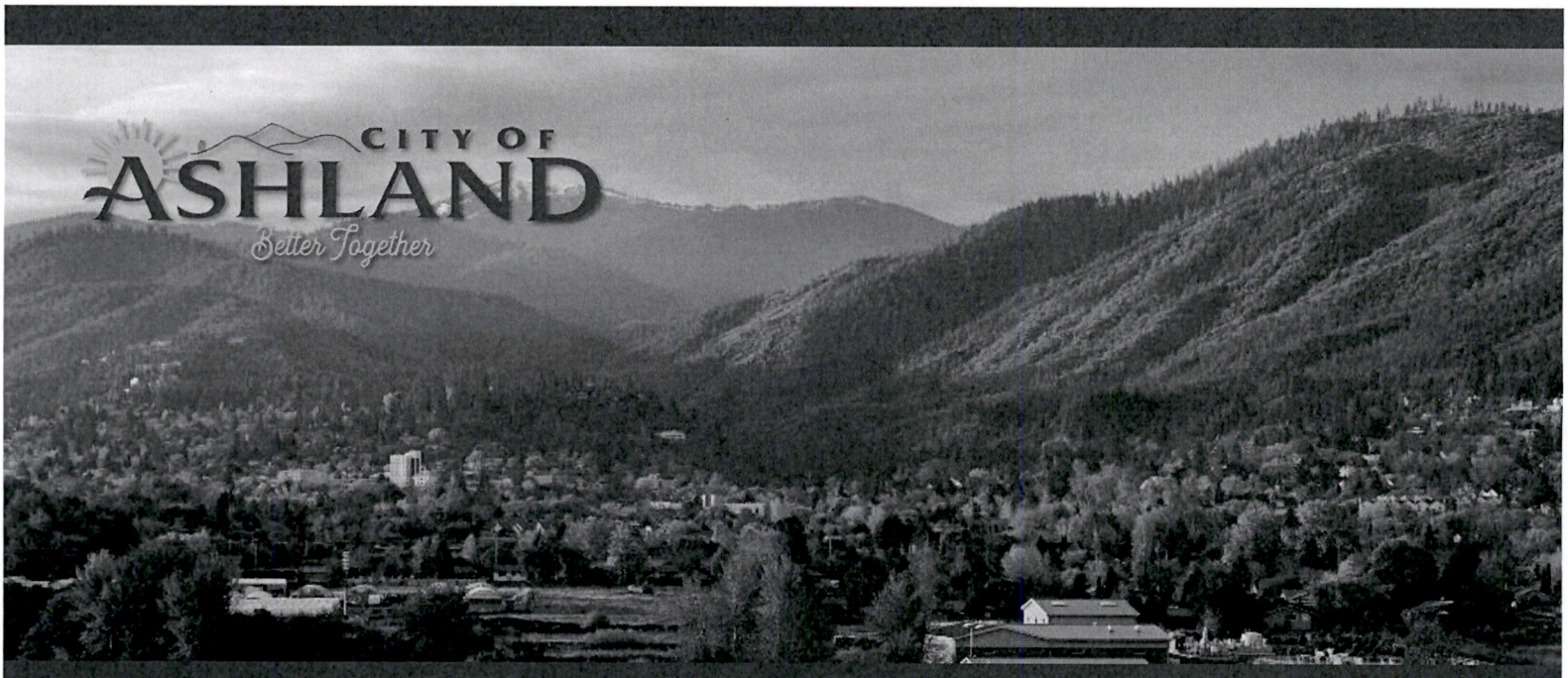
CITY OF ASHLAND

Wildfire Mitigation



Efforts for wildfire prevention take place across the City

Photo
Bob Palermini



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

DEQ

NO DUMPING DRAINS TO RIVER

Better Together

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

DEQ

NO DUMPING DRAINS TO RIVER

Better Together

QUESTIONS?





