Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, April 18, 2023
Council Chambers, 1175 E Main Street

REVISED – April 15, 2023

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)

For written public testimony, email public-testimony@ashland.or.us
using the subject line: Ashland City Council Public Testimony

For public oral testimony, fill out a Speaker Request Form at ashland.or.us/speakerrequest
and return to the City Recorder at melissa.huhtala@ashland.or.us

6 p.m. Regular Business Meeting*

I. **CALL TO ORDER**
   1. Land Acknowledgement**
II. **PLEDGE OF ALLEGIANCE**
III. **ROLL CALL**
IV. **MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS**
   1. Proclamation Recognizing Historic Preservation Week in Ashland
   2. Proclamation Supporting the Oregon Shakespeare Festival

V. **APPROVAL OF CITY COUNCIL MINUTES *****
   1. Minutes of the April 3, 2023, Study Session Meeting
   2. Minutes of the April 4, 2023, Business Meeting

VI. **SPECIAL PRESENTATIONS & AWARDS**
   1. Alan C. Bates Public Service Award
   2. Historic Preservation Advisory Committee Annual Report

VII. **CITY MANAGER REPORT**

VIII. **PUBLIC FORUM (15 minutes)** (Public input or comment from the audience on City business not included on the agenda.)

Better Together

Council Business Meeting Agenda

IX. **CONSENT AGENDA**

1. City Council Liaison Appointments
    - Jeff Dahle to the Historic Preservation Advisory Committee
    - Dylan Bloom to the Forest Lands Advisory Committee
2. Grant Application for Unhoused Emergency Shelter

X. **PUBLIC HEARINGS** (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.)

1. Community Development Block Grant (CDBG) Awards

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. Acquisition of the Palen Property (Taxlot 391E16–600) for the Open Space Park Program
2. Climate Change Addendum to the Ashland Forest Plan

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Second Reading of Ordinance 3220 Amending the City's Food and Beverage Tax to correspond with the City's referendum ballot language for the May 16, 2023, Special Election
2. Contract Amendment with RH2 for the East & West Forks Water Transmission Line Design and Construction Administration

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

1. City Managers One Year Performance Review

XV. **ADJOURNMENT OF BUSINESS MEETING**

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

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

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

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

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CITY OF ASHLAND
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A PROCLAMATION FOR NATIONAL HISTORIC PRESERVATION MONTH IN ASHLAND

WHEREAS, Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, *and*

WHEREAS, The historic houses and buildings of Ashland help make our City unique and provide links with the aspirations and attainments of the City's pioneers and their descendants, *and*

WHEREAS, These fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage, *and*

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, *and*

WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, *and*

WHEREAS, National Historic Preservation Month is in May and Ashland has selected May 14th – 20th as Historic Preservation Week. Ashland's celebrations are co-sponsored by the City of Ashland's Historic Commission and the National Trust for Historic Preservation, *and*

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby acknowledge May 14 through 20, 2023 to be Historic Preservation week in the City of Ashland and call upon our fellow citizens to recognize and participate in this special observance. Our work to protect our community heritage proves that In Ashland we are "Better Together."

Dated this 18th day of April 2023

Tonya Graham, Mayor

Melissa Huhtala, City Recorder

Better Together

CITY OF ASHLAND
Better Together

A PROCLAMATION IN SUPPORT OF THE OREGON SHAKESPEARE FESTIVAL

WHEREAS, the Oregon Shakespeare Festival, know with affection locally as OSF, is an important anchor for the Ashland community and for the Southern Oregon region, contributing significantly to Ashland's and the Rogue Valley's quality of life, and

WHEREAS, OSF is an integral part of the theatre, arts, nature and culinary experiences that give Ashland its unique character and attractiveness, drawing visitors, businesses and residents to the City, and

WHEREAS, OSF plays an important role underpinning the local economy and actively carries this responsibility for the betterment of local businesses and Ashland's citizens, and

WHEREAS, OSF inspires the next generation of theater professionals across a continuum of professional roles, thus propagating a commitment to excellence in the arts spanning generations, and

WHEREAS, Ensuring a bright, sustainable future for OSF also assures Ashland retains its character rich lifestyle and vibrant local economy, and

WHEREAS, OSF's operations have suffered from the effects of the recent pandemic and the Almeda Fire but its Board of Trustees are actively moving to recover from these events with sound business decisions that can enable the organization to move forward with strength, and

WHEREAS, OSF is working to build momentum with a new fundraising effort that targets a successful 2023 Season and builds toward continued success in 2024, and the 90th Anniversary Season in 2025, knowing that its supporters in Southern Oregon and beyond can help it fulfill its mission to delight audiences with powerful stories through exceptional in-person and online theatrical experiences, and

WHEREAS, OSF recognizes that partnering for momentum with the City Council, other elected officials and local economic institutions to build the Ashland Brand Community, as proposed at the City's recent Economic Roundtable, serves the interests of the entire Ashland community, and

WHEREAS, The City of Ashland City and its citizens have been consistent in their support of OSF and remain committed to its continued success.

NOW, THEREFORE, I, Tonya Graham, on behalf of the City of Ashland, do hereby confirm our support of OSF and call upon the local community to continue its support in whatever appropriate capacity because, *In Ashland we are Better Together.*

Dated this 18th day of April 2023

Tonya Graham, Mayor

Melissa Huhtala, City Recorder

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ASHLAND CITY COUNCIL
STUDY SESSION
MINUTES
April 3, 2023

Council Chair Paula Hyatt called the meeting to order at 5:30 p.m.

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

1. **Public Input**

Kelly Marcotulli/Ashland/Spoke on the issue of being electro sensitive and urged Council to work with Mr. Campanelli on the telecommunications ordinance.

Paul Mozina/Ashland/Spoke regarding the increase of EMS calls from the Ashland Fire and Rescue. He wanted council to get detailed data on the calls and follow through with funding if needed.

2. **Ashland Fiber Network (AFN) Business Plan Presentation**

Director of Innovation and Technology Jason Wegner and AFN Operations Manager Chad Sobotka introduced the business plan and goal to convert to fiber optic. They provided a presentation (see attached) that included:

- AFN's Goals
- AFN's Value
- AFN's Status
- Ashland Economic Diversification
- Benefits to the community
- Savings to Ashland Community
- The Future of AFN
- Business Modal – Assumptions
- Business Model – Outcomes 2013-2045 - No Fiber investment
- Business Model – Outcomes – Fiber Fiscal Year Income & Expense
- Business Model – Outcomes – 2013-2045 - Net Income, All Three Models
- Business Decision – Cost-Benefit Analysis
- Business Decision – Financing
- Business Decision – Risk vs. Reward
- Business Decision – Control of AFN
- Business Decision – Assumptions
- Business Decision – Self-funded Deployment
- Business Decision – Non-Traditional P3
- Business Decision - Comparisons
- Next Steps

Councilor Dahle asked if the pilot program did not produce would staff consider a hybrid model with an initial focus on economic areas of most growth. Mr. Sobotka explained the new Beach Creek housing subdivision would be 100% fiber. In addition to the fiber pilot program staff researched other high-speed technologies like G.hn for business parks and apartment complexes. Their focus was downtown Ashland where they had already deployed G.hn in a one block corridor of downtown and were in the process of deploying it at the plaza.

Councilor Hansen asked about funding. Mr. Lessard spoke about investment options they considered and the need to determine the value of AFN to the community. They were looking at AFN as a revenue source with backing from the general fund. The model helped forecast what it might look like. The next step was how they would issue debt if they went with the pilot program. He did not think they would go outside the city for funding.

Councilor DuQuenne asked if franchise fees would increase. Mr. Lessard responded they were considering a loan from the investment pool if the pilot issued debt. He clarified a loan from the investment pool would have a lower interest rate and no issuance costs. He would find out the current amount in the investment pool and forward it to council.

Councilor Kaplan commented that the internet was like a utility. He wanted a financing model where customers paid a portion of the cost and retained the customer base with high-speed internet at a lower price. Councilor Bloom thought it should be a public utility and that option 1, obtaining funding to deploy fiber citywide was the only way to go. Council consensus supported Option 1.

3. Ashland Fire and Rescue Business Plan Presentation

Fire Chief Ralph Sartain and Fire Marshal Marshall Rasor provided a presentation on the business plan (see attached) that included:

- What We Will Be Covering
- Reports Reviewed
- ISO
- Last ISO vs Today 2015 – 2022
- PSU Study
- Staffing Levels
- NFPA Overview NAPA
- NFPA 1710 Overview
- Current Minimum Staffing 8 - Fire Station 1 and 2
- Minimum Staffing of 10 - Fire Station 1 and 2
- Assignment Areas Map
- Ashland ASA 3 – Ambulance Service Area
- Problem Statements
- Call Volume History
- Where are we Going – Transport Destinations
- Problem Statements – Days Between No Units Available

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- Missed calls Breakdown
- Dynamic Staffing – Call Volume: Days of Week, Call Volume and Calls Per Hour
- Call Volume – Single Role EMS
- Call Volume – Single Role EMS – costs comparisons
- Call Volume – Single Role EMS – Call Volume Type of Calls, Cal Volume Missed Calls by Type
- Call Volume – Single Role EMS Call Volume Current Staffing, Call Volume – Single Role Manager Calls (4 team)
- Call Volume – Single Role EMS, Single Role EMS – Net Revenue & Expense Comparison (2 & $ team) & Fire Full Budget – Net Revenue & Expense Comparison (2 & 4 team)
- Potential Next Steps

Council expressed concern at the dropped calls and supported staff researching dynamic staffing. Council consensus supported the use of single role EMTs.

4. Adjournment of Study Session

The meeting adjourned at 7:16 p.m.

Respectfully Submitted by:

DocuSigned by:
Melissa Huhtala
A02A82A0E5F2482...

City Recorder Melissa Huhtala

Attest:

Tonya Graham

Mayor Tonya Graham

4/3/23 SS Public Input
Marcotulli

Problems with 5G

Part 1: Health Effects

Part 2: Environmental Effects

[Including specific links to sources]

Part 1: Health Effects

How much do you think public exposure to **Microwave Radiation** (**RF**) has increased since the **1940's**? **100** times? **1,000** times? Actually, according to **NASA's data**, it's increased more than **1,000,000,000,000,000,000** (10^{18}) times – a **million million million** fold.

During that time **scientific studies have provided clear evidence** that levels of **RF** - **much, much less** than what **smart phones** emit – cause harmful effects in animals, ranging from **free radical damage** to **cancer**, including **neurological damage and leaking of the blood brain barrier.**

Recent research has also shown that **as data rates increase** and as **RF wavelengths shorten** - as both do with **5G** - **harmful biological effects also increase**. Because of the **absence** of any **precautionary human safety testing** for **5G**, the general population has become unwitting guinea pigs.

Does any epidemiological evidence indicate for example, **that humans already suffer from the same harmful neurological damage** from **RF** that animals do?

Yes. In children, unprecedented worldwide increases in **Autism**, and **in adults,** of **Early-Onset Dementia**. According to a **2020 Blue Cross Blue Shield** report, in the **4 years** between 2013 and 2017, **Early-Onset Dementia and Alzheimer's Disease** combined diagnosis rates **TRIPLED** for adults aged 30 to 64. **https://www.bcbs.com/the-health-of-america/reports/early-onset-dementia-alzheimers-disease-affecting-younger-american-adults**

For more information with links to sources, check out: https://www.academia.edu/44019191/Argument_Against_5G_For_FCC_Docket_No_20_52

Part 2: Environmental Effects

In **2019** *New Scientist* reported on a subject ignored by mainstream media - the **increasing impact that digital technologies have on the carbon footprint**, at that time **4%** of human greenhouse gas emissions.

5G not only greatly increases harmful human exposure to **RF**, it adversely affects **CLIMATE CHANGE**. In 2019, the ***Shift Project*** projected that the environmental impact of digital technologies **would double by 2025** – up to **8%**, **2,400 million tons of CO_2**.

Given the radical increase in use of digital technologies because of pandemic restrictions, this doubling may have already occurred. And **the higher the data rate** - as with **5G** - the greater the environmental cost. In fact, *New Scientist* quoted Professor **Chris Preist**, who in essence recommended the opposite of **5G**:

"*For individuals, upgrading our devices less often, owning less devices **and not demanding mobile high-quality internet connection everywhere** are probably the most important actions we can take.*"

5G's environmental impact doesn't seem limited to climate change. Not only will humans become exposed for the first time to **higher frequency microwaves**, so will every land-based species on Earth. And **5G** also **doubles down** on **RF** frequencies already in use. Insects, such as bees, flies, and ants, already **harmed by environmental RF**, because of their small size **have far greater vulnerability to 5G frequencies**. And even without **5G,** insect populations worldwide have **drastically declined.**

For more information with links to sources, check out:
https://www.academia.edu/44019191/Argument_Against_5G_For_FCC_Docket_No_20_52

Electromagnetic Hypersensitivity (EHS)
and
World Health Organization:
A. International Classification of Diseases (ICD-10)
B. International Classification of Functioning, Disability and Health (ICF)

A. International Classification of Diseases (ICD-10):

ICD-10 codes for Electromagnetic Hypersensitivity require two or more codes.
(The term "Electromagnetic Hypersensitivity (EHS)" is not usually used at present.)
Instead EHS should be classified under: (1) cause (W90) and (2) effects (various):

(1) ICD-10 W90: Exposure to other nonionizing radiation

- W90: for illness/injury resulting from exposure to radio-frequency radiation.
  http://apps.who.int/classifications/icd10/browse/2010/en#/W90

(2) Other ICD-10 codes for the illnesses/injuries caused by the exposure to EMF radiation

e.g.:

- ICD-10 G43 for migraine:
  http://apps.who.int/classifications/icd10/browse/2010/en#/G43
- ICD-10 R42 for dizziness and giddiness:
  http://apps.who.int/classifications/icd10/browse/2010/en#/R42
- ICD-10 H93.1 for tinnitus:
  http://apps.who.int/classifications/icd10/browse/2010/en#/H93.1

B. International Classification of Functioning, Disability and Health (ICF):

ICF CHECKLIST - Version 2.1a, Clinician Form
http://www.who.int/classifications/icf/icfchecklist.pdf?ua=1
for disability benefits, ill-health pensions etc.

You must state your disability **in the presence of EMF radiation**, e.g.:

- *"my vision is so badly affected that it would be unsafe for me to take charge of a group of 8yr olds whilst on a school trip in a busy city",*
- *"my thoughts become so jammed in the presence of EMF Wifi in the hospital that it would be unsafe for me to administer drugs to my patients in hospital"*

Further details:

PART 2: ACTIVITY LIMITATIONS & PARTICIPATION RESTRICTION

• Activity is the execution of a task or action by an individual. Participation is involvement in a life situation.
• Activity limitations are difficulties an individual may have in executing activities. Participation restrictions are problems an individual may have in involvement in life situations.
*The **Performance qualifier** indicates the **extent of Participation restriction** by describing the person's **actual performance** of a task or action **in his or her current environment**. Because the current environment brings in the societal context, performance can also be understood as "involvement in a life situation" or "the lived experience" of people in the actual context in which they live. This context includes the environmental factors – all aspects of the physical, social and attitudinal world that can be coded using the Environmental. The Performance qualifier measures the difficulty the respondent experiences in **doing things, assuming that they want to do them**.*
*The **Capacity qualifier** indicates the **extent of Activity limitation** by describing the **person's ability** to execute a task or an action. The Capacity qualifier focuses on limitations that are inherent or intrinsic features of the person themselves. These limitations should be direct manifestations of the respondent's health state, **without the assistance**. By assistance we mean the help of another person, or assistance provided by an adapted or specially designed tool or vehicle, or any form of environmental modification to a room, home, workplace etc.. The level of capacity should be judged relative to that normally expected of the person, or the person's capacity before they acquired their health condition.*

PART 3: ENVIRONMENTAL FACTORS

• Environmental factors make up the physical, social and attitudinal environment in which people live and conduct their lives.

Qualifier in environment, Barriers or facilitator:

0 *No barriers*	***0*** *No facilitator*
1 *Mild barriers*	***+1*** *Mild facilitator*
2 *Moderate barriers*	***+2*** *Moderate facilitator*
3 *Severe barriers*	***+3*** *Substantial facilitator*
4 *Complete barriers*	***+4*** *Complete facilitator*

Dana Smith

From: Chad Sobotka
Sent: Monday, April 3, 2023 1:27 PM
To: City Council
Subject: Fw: AFN presentation at Monday's study session
Attachments: Council Questions.docx

Councilors,

Bob emailed me a list of questions regarding the AFN presentation that is scheduled tonight. Attached are the questions as well as staff answers. Please let me know if you have any other questions or comments.

Thank you,

Chad Sobotka, AFN Operations Manager

Better Together

City of Ashland
Department of Innovation and Technology
90 N Mountain Ave, Ashland, Oregon 97520
541-552-2402 | TTY 800.735.2900
chad.sobotka@ashland.or.us

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1) **Competitiveness.** The staff recommendation is to upgrade from hybrid fiber-coax to 100 percent fiber to remain competitive. Would you please clarify what you mean by that?

   We have two 144-count rings of fiber that run throughout town. Our current network design is "fiber to the node". At each node, the fiber converts into coaxial cable. Customers connect to AFN via this coax cable. Our goal is to replace all coax with fiber. Every home will have the ability to connect to our new all-fiber network.

- Is Charter also upgrading to 100 percent fiber and that's why we need to upgrade too? Or is AFN's current hybrid fiber-coax infrastructure and service degraded, so the $8-10 million is more like "deferred maintenance," and we need to upgrade to catch up with Charter's hybrid fiber-coax service?

  Our plant is based on DOCSIS 3.0 technology. The fastest *theoretical* download speed we can offer is 500 megabit per second (Mbps). However, the fastest download speed we can sell is 220 Mbps.

  Spectrum has upgraded their cable network to DOCSIS 3.1 technology. This allows them to offer speeds up to 1 Gbps. Their slowest service plan is 300 Mbps.

  We cannot compete with those speeds. With an upgrade to all-fiber, we gain two incredible advantages:

  1. Fiber does not have the same issues with ingress noise. It requires less maintenance and is not prone to problems.
  2. We can offer symmetrical speeds. For example, Spectrum's upload speed on their 1 Gbps service plan is only 35 Mbps. We will be able to offer 1 Gbps download *and* upload.

  By upgrading AFN to all-fiber, we not only catch up with Spectrum, but we surpass them. The only way Spectrum will be able to compete with us is by converting their entire network to all fiber. The next generation of DOCSIS is 4.0. That version will support symmetrical speeds, but it maxes out at 1 Gbps. We will be able to offer 2.5 Gbps service on day 1. Even if Spectrum invests in DOCSIS 4.0, we will still be faster than them.

  This upgrade to all fiber is (much needed) deferred maintenance.

- If Charter isn't upgrading to 100 percent fiber, what would it cost to upgrade AFN's hybrid fiber-coax network instead of replacing it with 100 percent fiber?

  Cable modem technology operates on RF frequencies from 0 MHz up to 1200 MHz. AFN is an older plant that operates from 0 MHz up to 860 MHz. Our equipment is compatible with only DOCSIS 3.0 and not DOCSIS 3.1. Our current equipment is not

compatible with the 1200 MHz system so everything will need to be upgraded to support the latest technology.

Our cable plant has 38 nodes. Each node has four legs and each leg has five active devices. If you multiply that out (38 nodes x 4 legs x 5 actives), we will need to purchase 760 mini-bridgers and line extenders (those are the active devices). We will also need to replace every tap. We have about 2,500 taps on our network.

We anticipate it will cost $4 to $5 million to upgrade to DOCSIS 3.1. Even though DOCSIS 3.1 is newer, it still is prone to ingress noise.

- How should we think about competition from wireless companies preparing to offer deployment of 5G fixed wireless serving customers' internet needs as is already happening in some cities, avoiding the cost of installing fiber to the home entirely?

  5G speed is still very slow. My T-Mobile iPhone has had a 5G signal in Ashland for years. The 5G service that competes with fiber is called millimeter wave. The theoretical maximum speed of millimeter wave is 3 Gbps and the range is incredibly short. Cell companies will need 3 to 4 cell towers *per city block*. And if there are multiple cell providers, each company will need their own tower. The cost to deploy 5G millimeter wave is astronomical. Cell phone providers know they cannot compete with fiber. They will not invest in millimeter wave in Ashland if we deploy our fiber first.

2) **Market share.** The table with revenue forecasts on page 9 reports almost 4,200 customers representing just 35 percent market share.

- How many homes and businesses are connected to AFN's hybrid fiber-coax infrastructure but are not AFN customers? What have been AFN's annual customer counts over the last five years compared with Charter's customer counts?

  According to City staff, there are "12,091 buildings mapped which includes every home, store, restaurant, chicken coop and dog house that we are aware of and can see on highly detailed air photos". There are 10,932 residential addresses and 1,113 commercial addresses.

  We estimate that 500 to 800 buildings cannot connect to AFN (your house being one of them). That means about 7,000 buildings have the ability to connect to AFN but choose not to.

  I don't have any customer data on Spectrum. I assume they follow our customer graph. I have included detailed customer count graphs at the end of this document.

- How many homes and businesses are not currently reachable by AFN hybrid fiber-coax and would need to be connected to the network in order to subscribe? That's the case with my house, even though my neighbors are AFN customers.

  We estimate 500 – 800 buildings are not connected to AFN.

  Non-serviceable addresses fall into two categories:

  1. Those that require trenching. An example is Piedmont Drive. When AFN was constructed, running underground conduit required cutting a foot wide trench in the street. Today we can micro-trench. This is basically cutting a slit in the pavement, running the fiber through it, and covering it back up. The cost to micro-trench is less expensive than trenching.
  2. Those that don't have conduit to their home, but we have conduit along the street. An example would be the townhomes on Ravenwood. We can service the townhomes along Vista St but not those on the interior. Spectrum has conduit to the internal townhomes but AFN doesn't. If we receive permission from the landowner, we can use Spectrum's conduit. As a side note, this is what Hunter did when my sister signed up for their fiber service. She lives on a flag lot in Phoenix and Hunter used Spectrum's conduit to connect her house.

  If you send me your address, I can let you know which category you fall into.

- The same table projects an increase to almost 5,400 customers for almost 45 percent market share by 2034. What are the assumptions behind the annual growth projections that start off slowly at 1 percent annually, increase to 3 percent and then 6 percent for a few years, and then drop back down to about 1 percent annually for the last five years? What would drive this take rate? What constrains it from being higher?

  We anticipate a surge in customers as we deploy fiber. Customer growth is directly related to how fast we can deploy the all-fiber network. The conservative model shows a peak customer acquisition in 2028 & 2029. The assertive model shows peak acquisition in 2027 & 2028. Those years indicate when we will be most active with our construction. When construction is completed, customer acquisition slows down.

  The acquisition rate will depend on how excited the community is for GPON. One idea we had is to create a form to indicate that your household would like GPON. Once enough neighbors sign up, we would prioritize that neighborhood. This will hopefully drive word-of-mouth as neighbors discuss signing up.

  I believe my projections are very conservative, even with the assertive model. I believe it is a reasonable expectation to achieve 70% market share in 10 years.

3) **Value proposition.** The "fiscal impacts" in the staff report seem more like a quantification of the value proposition for Ashland taxpayers, since they mostly don't affect the City's finances, except the one for City operations, as discussed below:

- **City operations:** 47 strands of fiber and the DIA circuit with an estimated annual value of $243,600 - $531,600 but provided to the City for just $60,000.

Does the City need all the services described, and is the value range you cite what the City would have to pay to a different provider if AFN weren't available?

The City uses a lot of fiber. I discussed fiber with the water treatment manager at the City of Medford. He was discussing the problem he is facing because he needs a network connections to devices around Medford. I told him that in Ashland, departments ask for fiber and we provide it and we don't charge them a monthly fee.

If the City did not use fiber, they would need an alternative connection. Some of the connections require fiber because of network traffic for computers and phones, such as the City buildings. Others require fiber because it is very reliable, such as the wastewater pumpstations. For the electric department, a few of their SCADA devices still use cable modems, but we are upgrading them to fiber because of the need for guaranteed reliability.

It is easy to compare AFN's cable modem services with Spectrum because we both advertise price and speed. It is very difficult to find fiber pricing. Hunter and Spectrum both do not advertise prices. Pricing depends on how much construction is needed, the time length of the contract, and what type of service is needed (dark, lit, or internet).

I asked various government agencies around the valley what they are paying for service. Based on the information I received, I feel that my estimate of $243,600 to $531,600 is accurate. That represents the value of the fiber services we provide the City and is what another provider would charge.

I assume the City of Medford does not pay for all fiber services they use under Spectrum and Hunter. It is standard language to deduct services provided from franchise fees.

To what extent are City operations served now by 100 percent fiber vs hybrid fiber-coax? The table at the bottom of page 5 suggests that City operations may already have 100 percent fiber. To what extent do City operations currently served with hybrid fiber-coax need to be upgraded to 100 percent fiber?

There are a handful of City sites that use a cable modem. There are three SCADA electric sites (that will be converted to fiber), the Police contact station in the plaza, and the golf course maintenance shop.

The table at the bottom of page 7 also mentions that AFN pays the City another $584,170 for central services, use of facilities, and fleet maintenance, but isn't that chargeback based on actual cost of services AFN receives from the City? Or are you saying the City makes a "profit" in its chargeback methodology?

AFN does not use $584,170 worth of City services each year. The actual number is hard to quantify. The bottom line is, if AFN were spun off, there would be a deficit in the budget.

- **Ashland School District:** service valued at $133,800 - $225,600 annually, for which ASD pays only $12,000. That's a pretty steep discount! What's the basis for this pricing, and has it changed over the years?

  It has not changed in a number of years. Later this year I will be increasing their monthly charge to $1,500 because they are now using two racks in our head-end and we recently connected a few more sites to the fiber network. It is an incredibly good deal for them!

- **418 local businesses:** total savings vs Spectrum valued at $75,904 - $127,009. Why is this something Ashland taxpayers should pay for? Presumably, this also applies to residential customers. What are the benefits to 100 percent fiber vs hybrid fiber-coax for residential and business customers? If 100 percent fiber is worth more for these private customers, should they pay more for the service than they're currently paying for hybrid fiber-coax?

  By providing fast service for a lower price, we make it easier to do business in Ashland, and the more businesses we have in Ashland, the more vibrant our town will become.

  We just signed up a film studio in downtown Ashland that needed to upload 4k films. Spectrum's faster upload was still too slow for them. We utilized a new technology called G.hn which allows us to connect a building to fiber, but it uses coax to connect the customer (which reduces the deployment cost). The speed tops out at 800 Mbps to 1 Gbps. They are incredibly grateful for our service and speed!

  Many customers are motivated by price. If they have $50/month cable modem service and I offer them fiber for $65/month, most of them will not switch. It doesn't matter if

the speed is faster and more reliable. Users have switched to Spectrum because their introductory rate is $10 cheaper.

I also am a firm believer in quality internet and reasonable prices. We are not profit motivated.

4) **Pilot project.** Only option 1 calls for a two-year pilot project to test the approach, but I'm not sure of the purpose of the pilot project or what we might decide to do differently as a result.

- Is the proposal to start with a pilot project driven by operational or financial considerations? Why are you suggesting a pilot for option 1 but not for options 2 and 3?

  Only Option 1 has a pilot project because Options 2 & 3 require bringing in a private partner. No private partner will agree on a 2 year pilot project because they need a return on their investment. Options 2 & 3 will require long term contracts. The minimum contract will by 10 years. Option 3 may require a longer term contract (20+ years).

  The purpose of the pilot project is to verify our business model. The pilot project is low risk ("only" $1 million) and it will prove or disprove our forecasts. It is driven by both operational and financial considerations.

- I'm puzzled by the strategy of deploying the pilot project in a wide variety of neighborhoods and how this would allow you to "estimate take rates." How will you define which neighborhoods can participate?

  We have selected an assortment of neighborhoods:

  - Granite St: more affluent
  - Quiet Village: working families
  - Lower Iowa/Avery/Bridge/Garfied/Wightman: college students
  - Middle Clay St/Takelma/Jaquelyn/Grizzly: middle class

  Each neighborhood represents a different demographic. We will have metrics on initial take rates and we will hopefully learn how to properly advertise to each demographic.

Is the plan to replace coax with fiber in every building in the pilot neighborhoods, so the "take rate" would be the percentage of connections that take AFN service? Or is the plan to replace coax with fiber only for current AFN customers plus new customers, so the "take rate" would be the new customers acquired? Would residences like mine that don't yet have an AFN cable connection be eligible to participate in the pilot?

Every building in the pilot project will have the ability to connect to our fiber network. If they don't want to switch, we will not run fiber. They will have the ability to switch at a later date. The "take rate" is the percentage of customers who sign up for fiber service (this includes existing customers).

Each neighborhood will have a maximum of 256 customers. 35% of the customers are already AFN customers (87 of the 256). That leaves roughly 169 Spectrum and Century Link customers. If we can convert 30% of those customers to switch to AFN (an additional 50), I will consider the pilot a terrific success. That would give us a take rate of about 50%. Here are the numbers:

- Total number of possible fiber customers in one neighborhood: 256
- Number of AFN cable modem customers: 87 (34%)
- Number of non-AFN customers (Spectrum & Century Link): 169 (66%)
- Target number of fiber customers: 137 (53%)

For this pilot project, we will not undertake construction to connect locations that cannot sign up for service. The master plan is to ensure that every building in Ashland has the ability to connect to AFN.

What minimum "take rate" would you consider a "success" in order to expand expansion to the rest of the city? What happens if fiber is available but customers prefer to stay on coax? What's the plan for cable TV customers? How many cable TV customers are there?

If we can achieve 40% take rate within two years, I would consider that a success. In my example above (256 customers), we would need to sign up about 30 new customers in each neighborhood of the pilot program.

- If the pilot project would serve a maximum of 1024 homes and businesses over two years at a cost of about $1 million, is it realistic to serve "every building in Ashland" in just 1-2 additional years spending an additional $7-9 million (the $8-10m you've estimated less the $1m that would be spent in the first two years)?

Estimating projects is incredibly difficult, especially these past few years. I believe I have adequately padded our estimate and feel confident that if the pilot project is successful, we can expand the network for an additional $7 to $9 million.

One of the goals of the pilot project is to gauge our financial estimates. Once the pilot project is completed, we will evaluate the results and make the appropriate recommendations. We will also update our business model.

5) **Connecting every building**. Option 1 suggests connecting "every building in Ashland" to an all-fiber network. Perhaps I'm being too literal, but I'm puzzled by what this means in numbers and also how it relates to market share.

- The table with revenue forecasts on page 9 reports nearly 4,300 AFN's representing about 35% market share, which would mean a total market of about 12,000 customers. Is that what's meant by "connecting every building?" Is the plan to connect every building regardless of whether or not the resident or business decides to pay for the service so AFN can "compete" immediately with other service providers by encouraging them switch providers?

  Yes, there are roughly 12,000 buildings in Ashland. Our goal is to ensure that every building has the ability to connect to our fiber network. For example, we are deploying GPON fiber to the new sub-division being built on N Mountain Ave (Beach Creek). Each house will have a fiber connection once construction is completed. They may choose not to use us, but they will still have a fiber connection in their house. This is unique because it is new construction.

  For our pilot project, if someone doesn't want our fiber, we aren't going to force a connection on them. We will leave a spot open for them but we won't run fiber to their house. We will absolutely make sure that they have the ability to connect to us if they decide to switch at a later date.

- The two tables supporting option 2 suggest a customer count of 8,000. Is this what's meant by "connecting every building?" Or does it reflect expected market share?

  Under Option 2 (and Option 3), our private partner would be responsible for deploying fiber throughout Ashland. The table under Option 2 refers to the market share.

- The revenue forecasts table projects about 5,400 customers for 45 percent market share by 2034. Why is this so far short of the 8,000 customers projected for option 2?

  I am trying to be as conservative as possible for Option 1. I believe our market share will be much higher than our estimates. For Option 2, I assumed our private partner would require a higher market share for a timely payback on their investment. There are many details that will need to be negotiated under Options 2 and 3.

6) **Financing and cost sharing.** The staff report says "funding sources will need to be identified before proceeding." Can you give me a preview of your thinking?

- The City's open.gov up-to-date financials suggest that in the last fiscal year, AFN took in about $2.7 million in revenues for about $2.2 million in expenses (including about $500,000 in debt service) for net income of about $500,000. Revenues have been growing faster than expenses over the last few years, which has resulted in an increase in ending fund balance, budgeted at $2.1 million at the end of FY 2023, but likely to grow to about $2.6 million by June 30. Is this available for capital investment or to leverage cost-sharing from other sources?

  This question would be best answered by Joe and Sabrina.

- The 2022 audited financial statements show outstanding AFN debt (at the end of June 2022) from a 2013 General Obligation Bond of about $3.6 million, to be retired entirely in payments of about $1.2 million annually in 2023, 2024, and 2025. Have I got that right? It looks like the City covers the difference between the $1.2 million debt service for the bond and AFN's $500,000 contribution for debt service, which I suppose is what allows AFN to generate about $500,000 surplus for the last few years. Is that right?

  Yes, that sounds correct. The last debt payment should be in fiscal year 2025 (July 1, 2024). The debt is split between various departments. Streets pays for 2%, Water pays for 6%, Wastewater pays for 8%, AFN pays for 41%, and Electric pays for 43%.

  Tonight we will discuss an option to approximately continue that split. In the new model, the split will be 8% Water, 8% Wastewater, 35% Electric, and 50% AFN. The dollar amount each department pays will decrease. The rational is for each department to help pay for their share of the fiber network that they use.

- Why has AFN retained surplus earnings to accumulate a large and growing fund balance ($2 million at the end of June 2022) rather than use those funds to increase service connections and upgrade the network?

  I have been advocating for a fiber pilot project for the past 6 years. Unfortunately, this question would be best answered by previous administrators.

- The staff report doesn't mention charging customers anything for the upgrade. Is the intention to charge customers for the residential router mentioned in options 1 and 2? How about the $5 or $10 monthly payment per customer in option 2? Or is the idea to continue to be the lowest cost provider regardless?

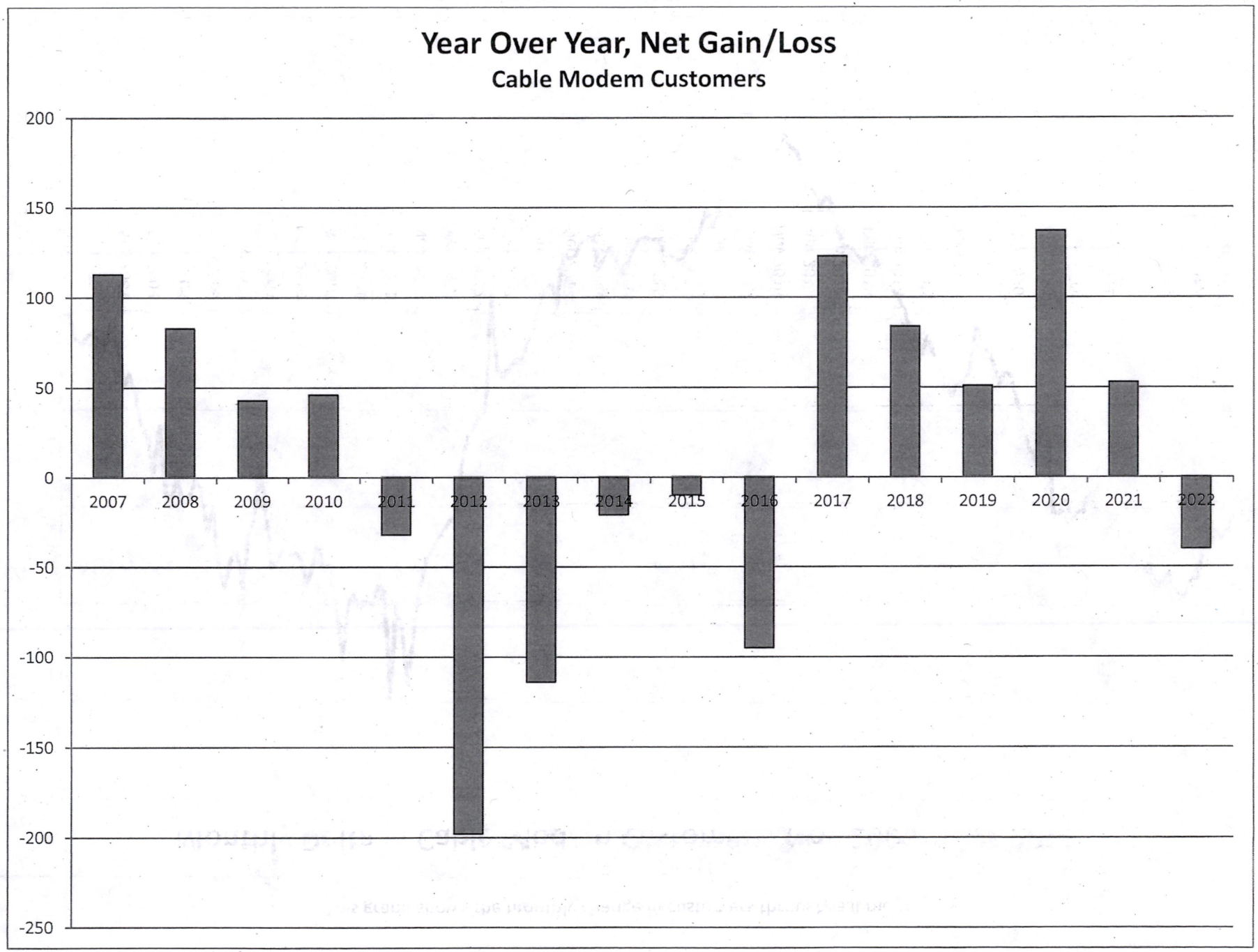
  We will not charge customers for upgrading them to fiber. We need to keep customer costs as low as possible. We also will be providing customers with residential home routers, which we can remotely troubleshoot. These routers will be optional.

  We may offer additional services at a monthly cost, such as whole house security and parental controls. One router we looked at offered an intrusion detection feature. By measuring wireless signal strength, it could detect when a person was in the house.

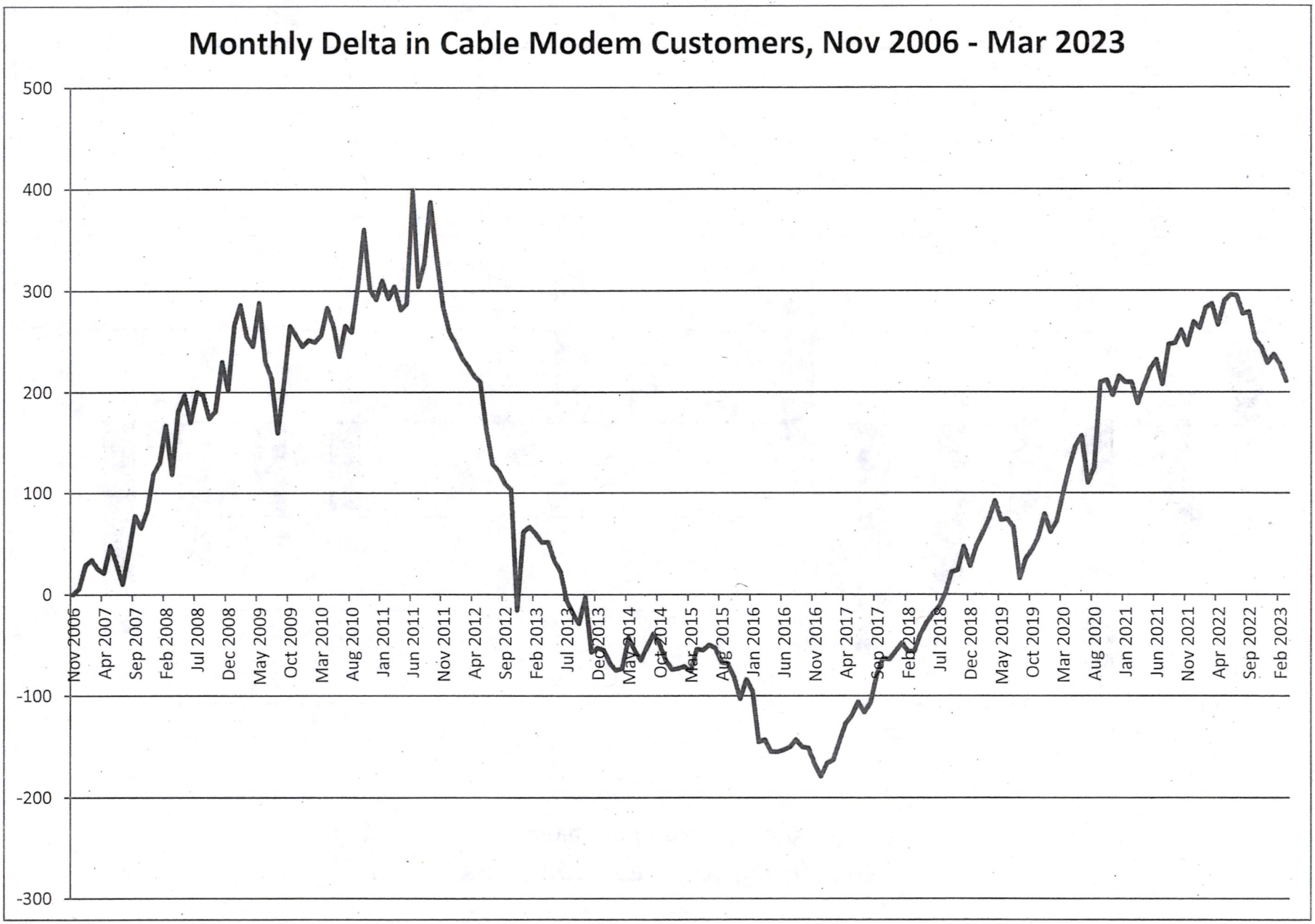
- What other sources of financing or cost sharing are you contemplating?

  This is best answered by Joe and Sabrina.

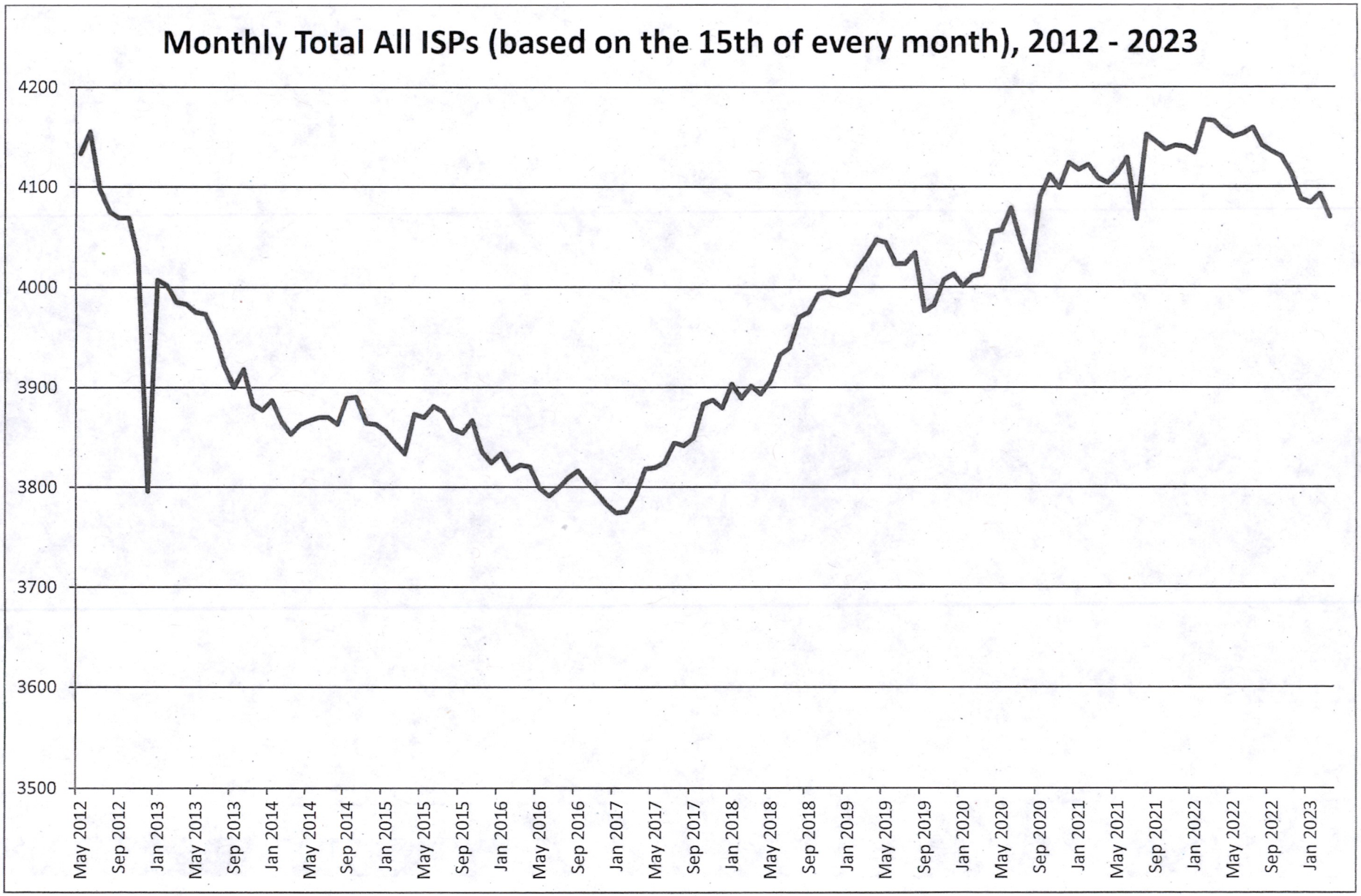
This graph shows the net gain or loss by year from 2007 to 2022.

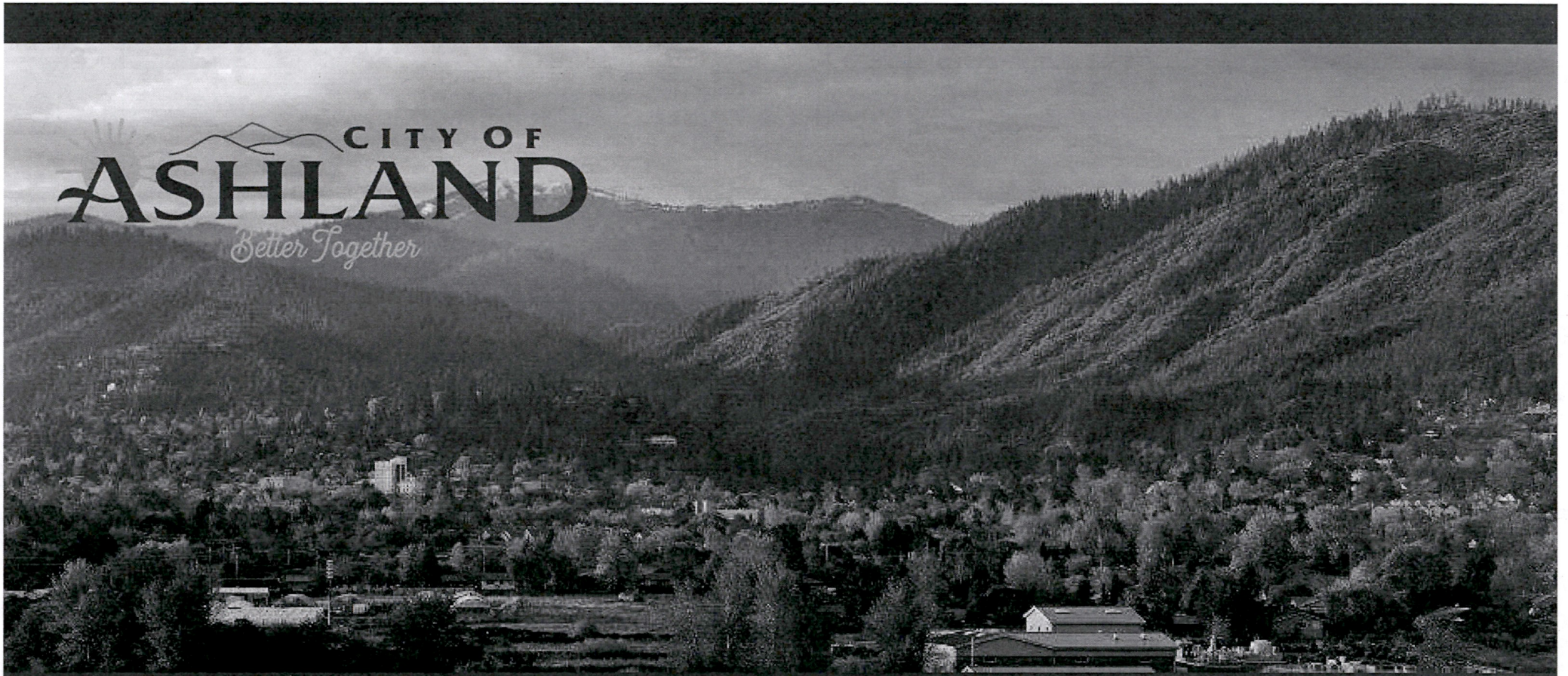


This graph shows the monthly change in customers through last month:



This graph shows the actual cable modem customer count based on the 15th of each month.





Ashland Fiber Network -
Value and Options Summary

AFN's Goals

- Bring value to the community
- Provide internet service that is:
  - ✓ high quality
  - ✓ reliable
- Offer competitive pricing and speed
- Increase digital equity and inclusion
- Implement "green" technologies to reduce carbon footprint
- Deploy fiber to every home and business in Ashland
  - Gigabit Passive Optical Network (GPON)

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AFN's Value

- Our name brand: AFN is recognized and trusted.
- Our staff: We excel at customer service.
- Our customers: We have a loyal customer base 4000+ strong.
- Our mission:

  "To provide quality, dependable internet service to the citizens of Ashland at reasonable rates. Our board of directors are the City Council; our shareholders are the community."

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AFN's Status

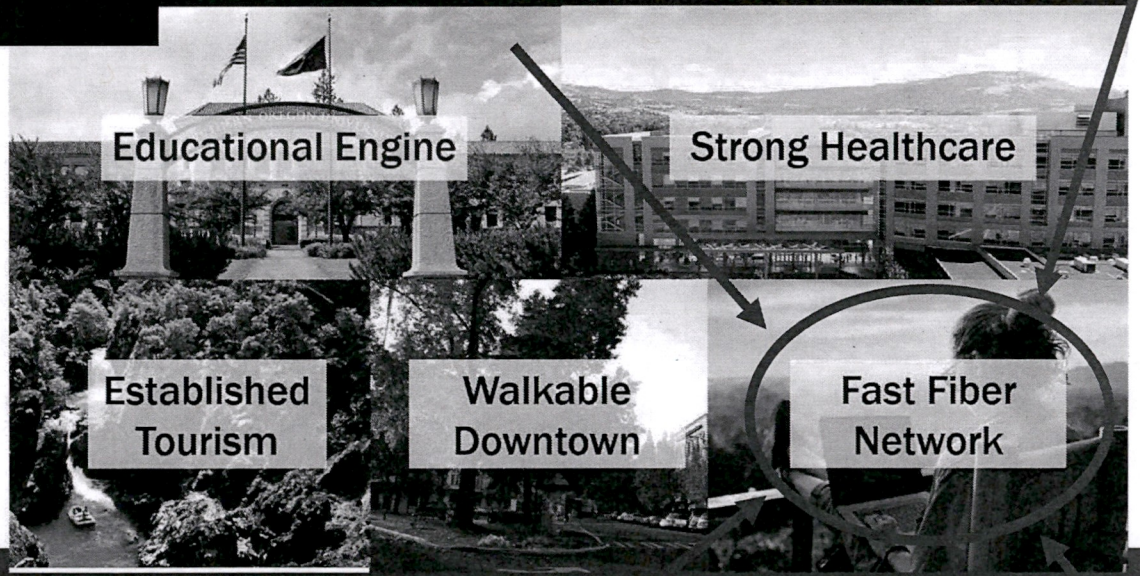
- The network is almost 25 years old
  - No large capital investment in AFN since its inception
  - Deteriorating coaxial network equipment
    - Difficult to find replacement parts
    - Not cost effective to repair
  - Dated technology
- AFN debt retiring soon
  - Last payment July 2024
- Market share at 35%

Ashland Economic Diversification

Ashland City Council Meeting
October 3 - 2022

ECONorthwest
ECONOMICS · FINANCE · PLANNING

What are Ashland's greatest strengths?



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Benefits to the community

- AFN provides services at a lower rate than the private sector:
  - Least expensive consumer base service:
    - Spectrum is $79.99
    - AFN is $50
  - Avg. dark fiber in the Rogue Valley (dedicated customer line):
    - Spectrum & Hunter avg. $800 to $1000 per month
    - City of Ashland pays $100 per month under AFN
  - Gigabit fiber internet connection:
    - Spectrum & Hunter avg. $1000 to $1800 per month
    - City of Ashland pays $100 per month from AFN for this service.

Spectrum pricing source 1: https://www.spectrum.com/policies/spectrum-broadband-disclosure
Spectrum pricing source 2: https://www.spectrum.com/policies/rate-card

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Savings to Ashland Community

- The estimated yearly costs savings* are:
  - City of Ashland $770,000 - $1 million
  - Ashland School District $120,000 - $235,000
  - Local Businesses $75,000 - $130,000

  Total Annual Savings: *$900,000 to $1.3 million*
- More expensive for the City of Ashland to purchase network services from a private provider

*Does not include residential customer savings

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Savings to Ashland Community

- 20 Year Net Present Value of the Community Benefit* (NPV):
  - Discount rate — 3.8%
  - Yearly avg. community benefit — $1.2 million
    - Net present value — $20.1 million

  - Net community benefit of next investment — $10 million
    - Net Present Value — $10.1 million

*Does not include residential customer savings

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The Future of AFN

- Business Model
  - Cost-Benefit Analysis
- Business Decision
- Next Steps

Business Model - Assumptions

- Market share in 2045 ranges from 55% to 60%
- Expenditure inflation from 0.5% to 1% year-over-year through 2045
- Loan interest rate is 4%
- Maintain current pricing approach
- Staff increases from 5 to 9
- Assertive financial model includes Franchise Fee to City
- Loan split between departments (using historic split):
  - 50% AFN
  - 34% Electric
  - 8% Water
  - 8% Wastewater

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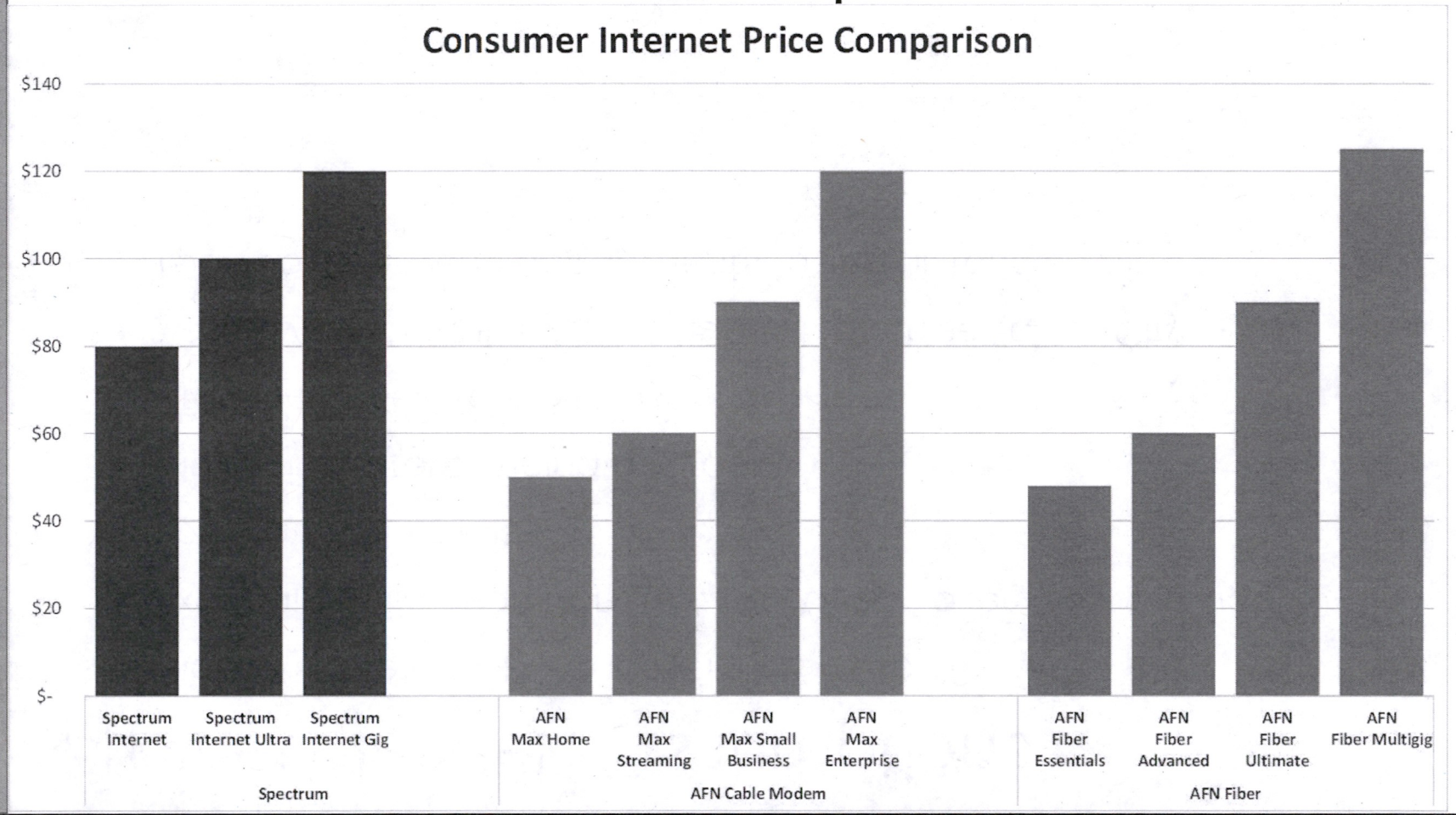
Business Model - Assumptions



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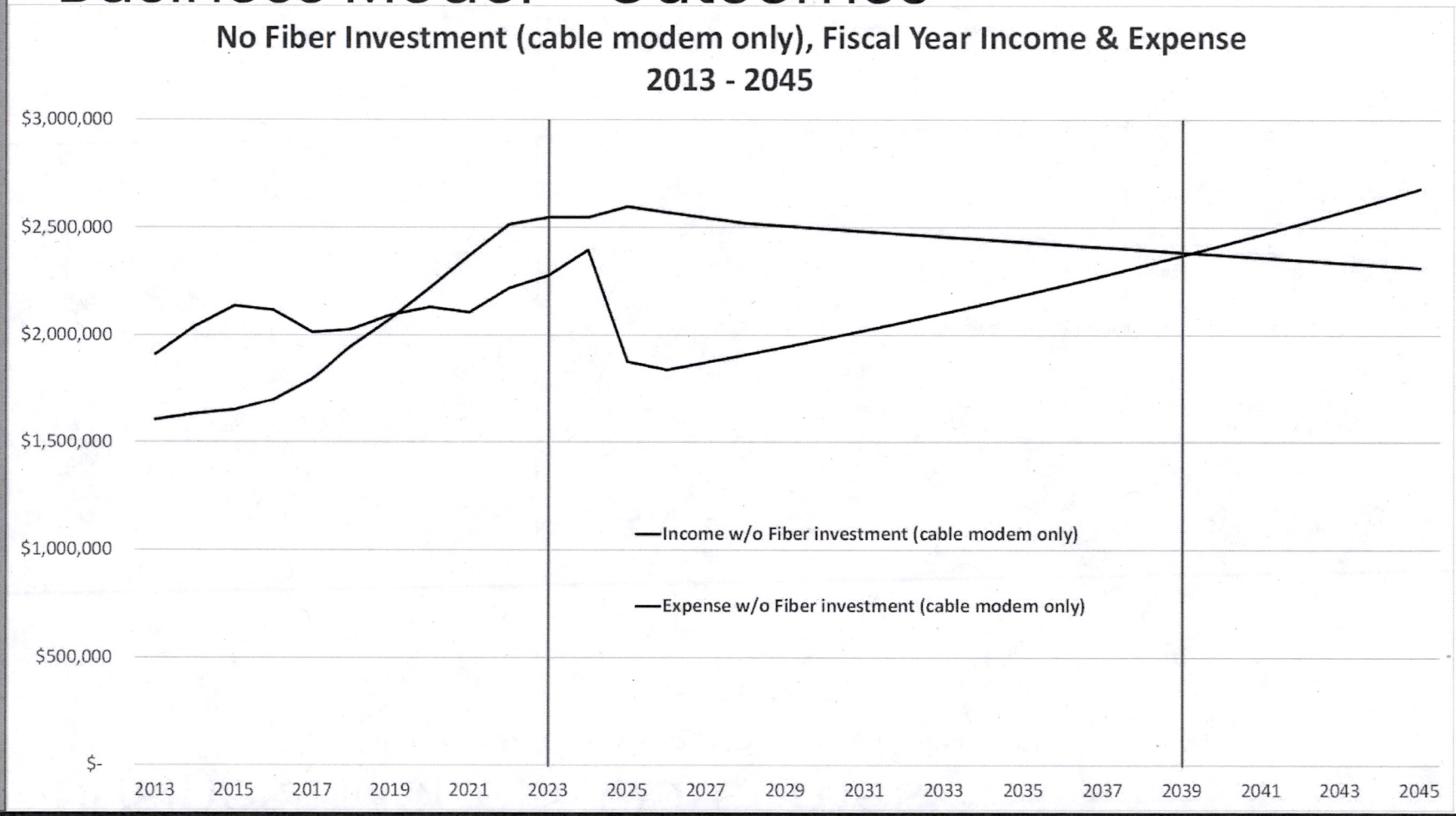
Business Model - Outcomes



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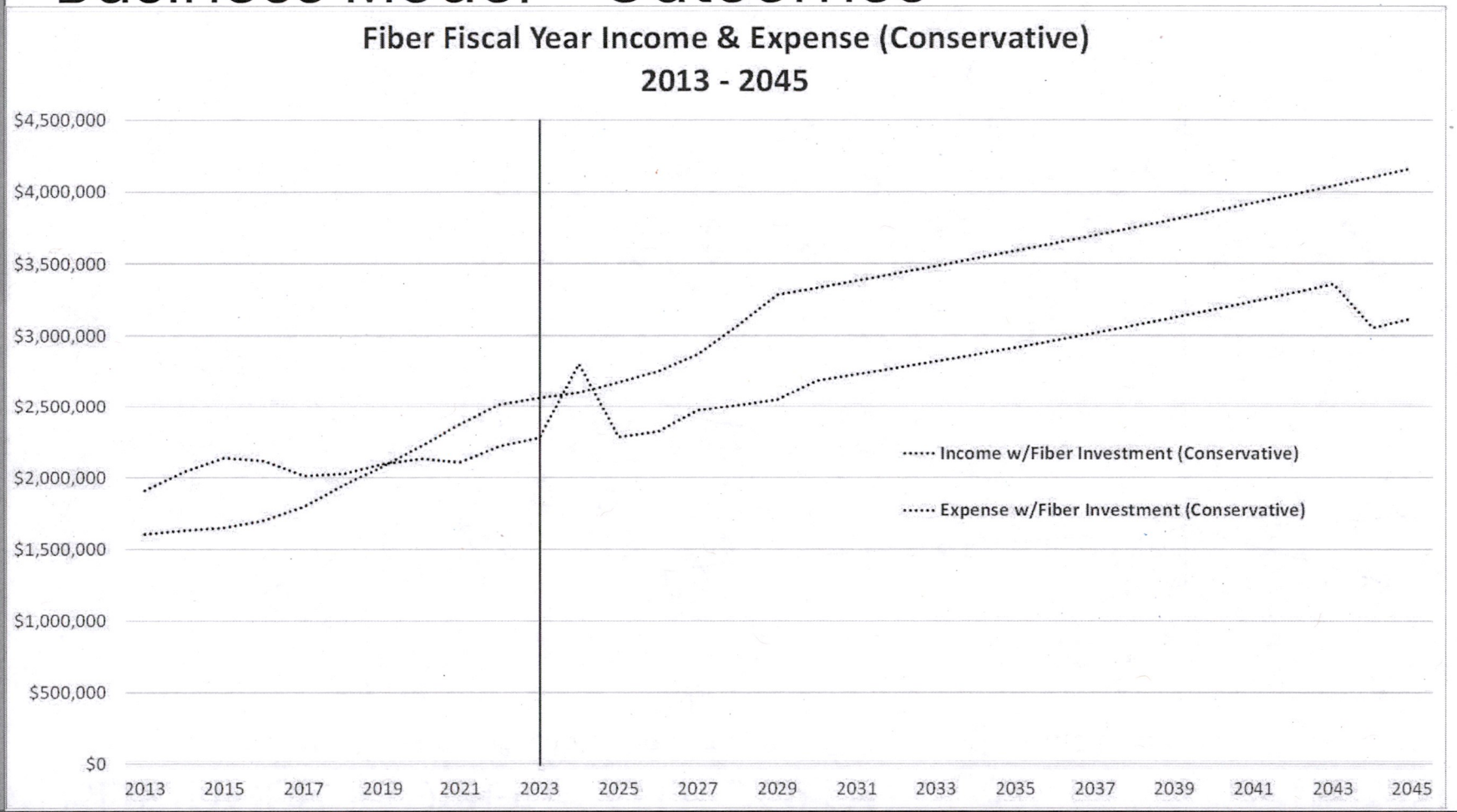
Business Model - Outcomes



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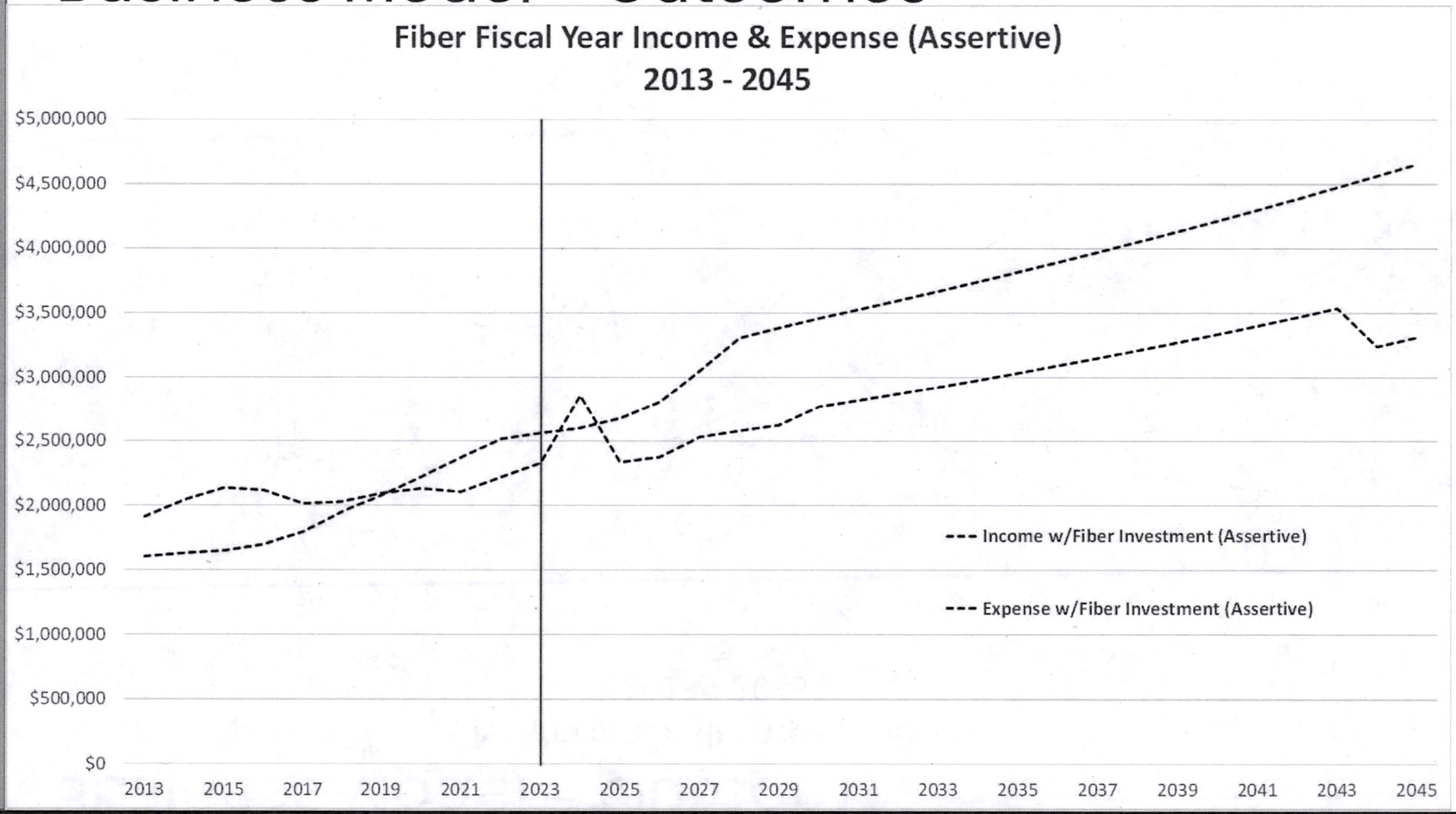
Business Model - Outcomes



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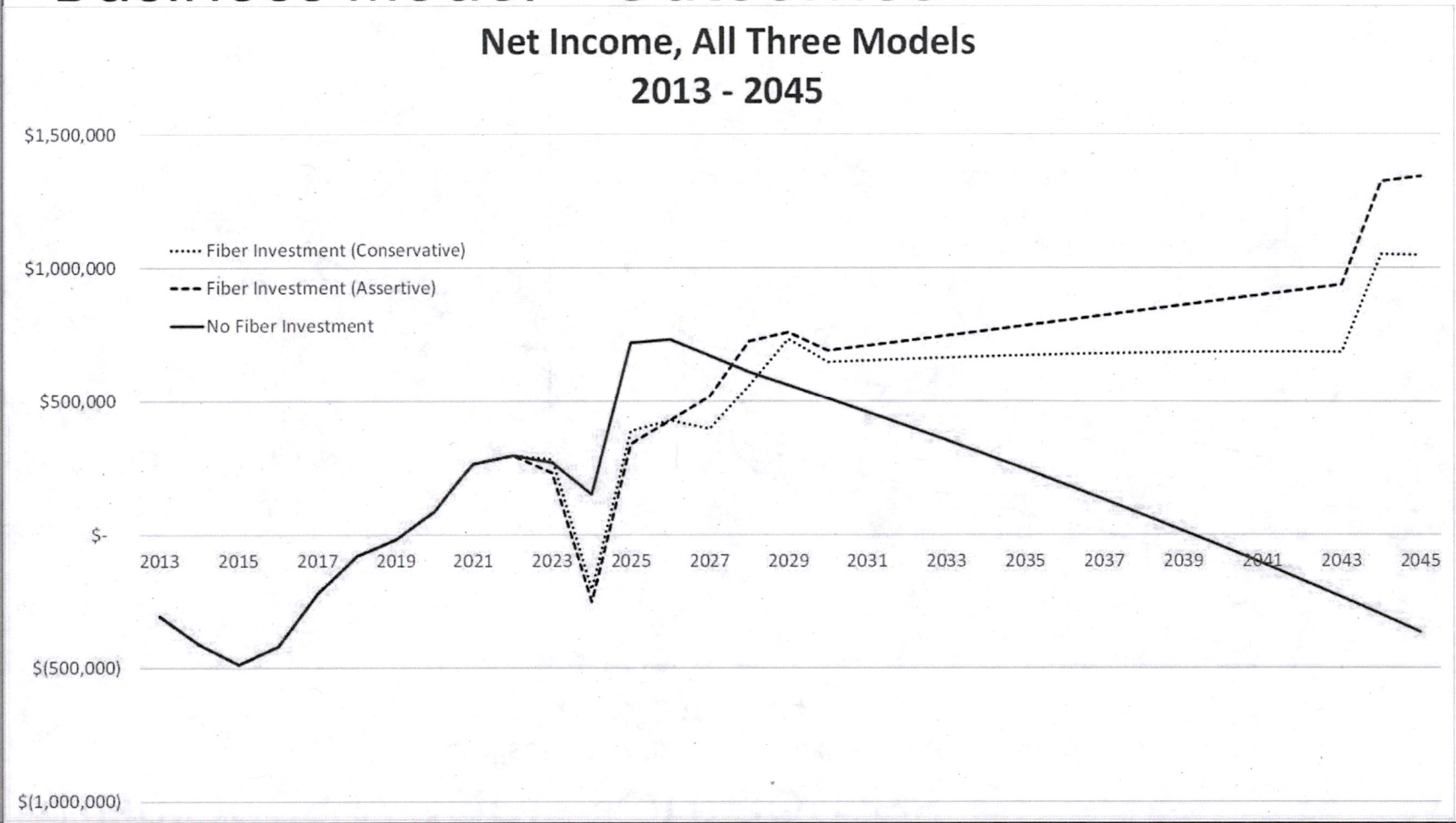
Business Model - Outcomes



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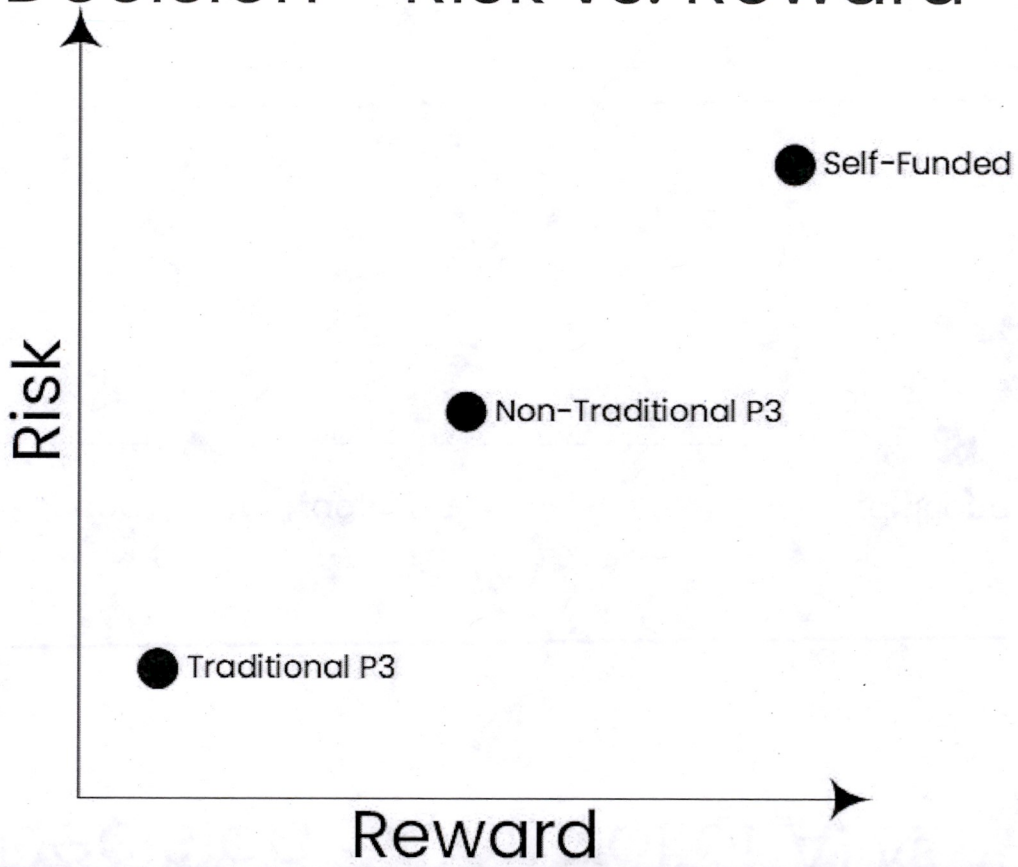
Business Decision - Cost-Benefit Analysis

- 20 Year Net Present Value (NPV):
  - Discount rate 3.8%
  - Loan $10 million
  - Estimated yearly cash flow (net) $755,000
    - Net Present Value $310,000

Business Decision – Financing

- Options
  - Self-funded full deployment (current model, assumes debt issuance)
  - Non-traditional Public-Private Partnership (P3)
  - Traditional Public-Private Partnership (P3)

Business Decision - Risk vs. Reward



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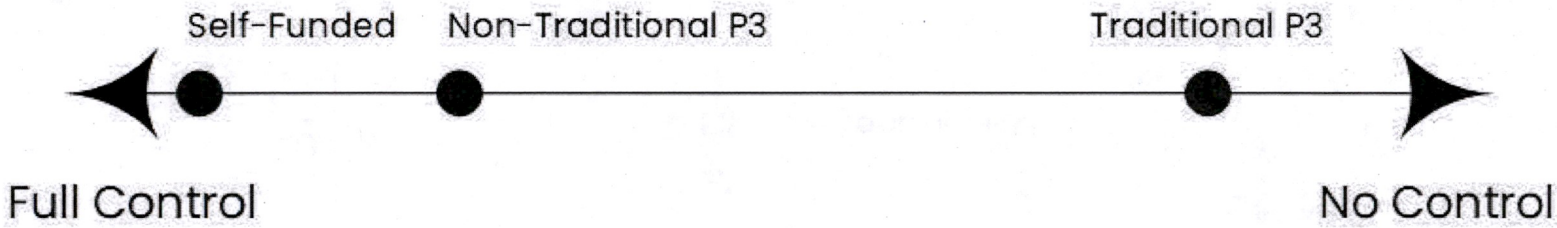
Business Decision - Control of AFN



Business Decision - Assumptions

- Ashland is a small market (pop. 21,607 & 10,052 households)
- Potential private partners may be busy deploying their systems
- Attracting a private partner may require investment by the City
- Full deployment is estimated to cost the City $8 to $10 million

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Business Decision - Self-funded Deployment

- City pays for everything
  - 2 year pilot to verify business model
  - $1 million for the pilot project
- Need a funding source (bond, traditional loan, inter-department loan)
- Funding can be staggered (don't need all the money upfront)
- Can decrease deployment time by using a contractor
- Full deployment time 2 to 3+ years
- Highest risk, highest reward for City

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Business Decision - Non-Traditional P3

- Private Partner
  - Builds out fiber network at its expense/risk
  - Repayment by City via fixed annual fee plus monthly customer fees
  - Estimated cost to the partner is $4 to $7 million
  - Will be very difficult to find a private partner willing to take the risk
- City
  - Purchases all active network equipment
  - Estimated cost to the City is $2.5 to $3.5 million
  - Continues to operate AFN
  - Moderate/middle risk option for City

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Business Decision - Traditional P3

- Long-term contract with a Private Partner
  - Builds out the network at their expense/risk
  - Provides all services (billing, customer service, network operations)
  - Owns the customer base/relationship
- City
  - May need to help pay for fiber rollout
  - May not see any revenue or it may be discounted by services received
  - May not control/dictate service pricing
  - May lose control/ownership of all outside plant assets
  - Lowest risk option for City

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Business Decision - Comparisons

- **Chattanooga, TN** (public utility owned)
  - 180,000 homes and businesses connected
  - Competes against Comcast
  - Went from 30% market share to 75%
  - Did not hire a consultant
  - Relied on grassroots efforts to gain customers
  - Economic benefit of $2.7 billion and 9,500 additional jobs
- **Sandy, OR** (municipal owned)
  - Population of 12,700
  - Competes against Wave Broadband (cable) & Ziply Fiber (DSL)
  - Market share is 78%
  - Did not hire a consultant
  - Number 1 source of new customers is through utility sign-up

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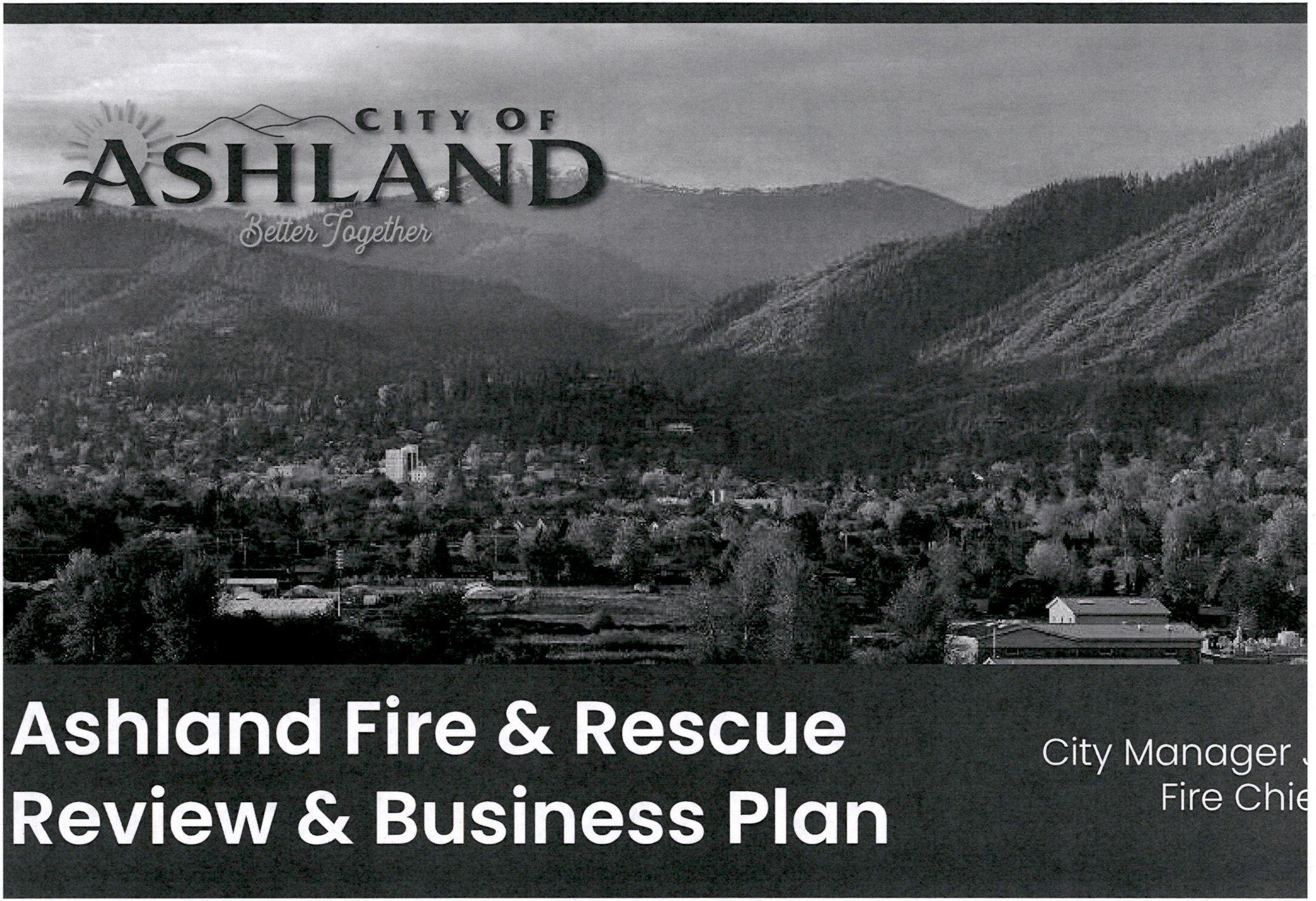
Next Steps

- Pilot program
- Prove feasibility
- Financing

Questions?



Ashland Fire & Rescue Review & Business Plan

City Manager J
Fire Chie

What We Will Be Covering

- Reports
- Staffing
- Service Areas
- Problem Statements
- Call Volume
- Dynamic Staffing
- Business Model

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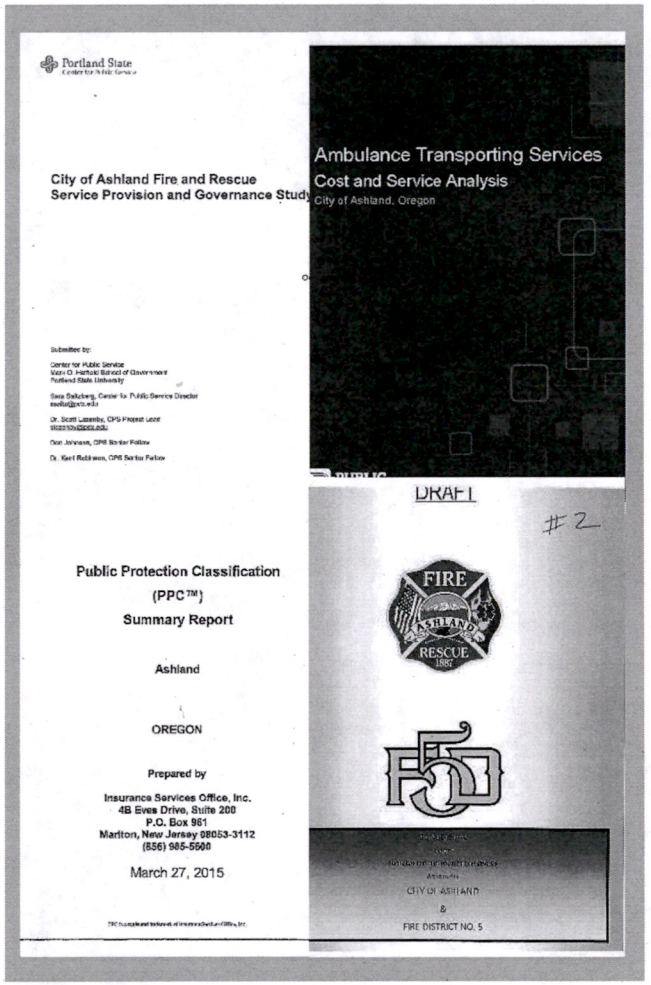
Reports Reviewed



- 1995 Public Protection Classification /ISO
- 2021 Transporting Services Cost and Serv
- 2021 D-5 Proposal for Fire Protection Serv
- 2022 PSU Governance Study

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ISO

Public Protection Classification

(PPC™)

Summary Report

Ashland

OREGON

Prepared by

Insurance Services Office, Inc.
4B Eves Drive, Suite 200
P.O. Box 961
Marlton, New Jersey 08053-3112
(856) 985-5600

March 27, 2015

PPC is a registered trademark of Insurance Services Office, Inc.

- Dispatch 8.59 out of 10
- Water Department 25.83 out of 3
- Fire Department 33.46 out of 50

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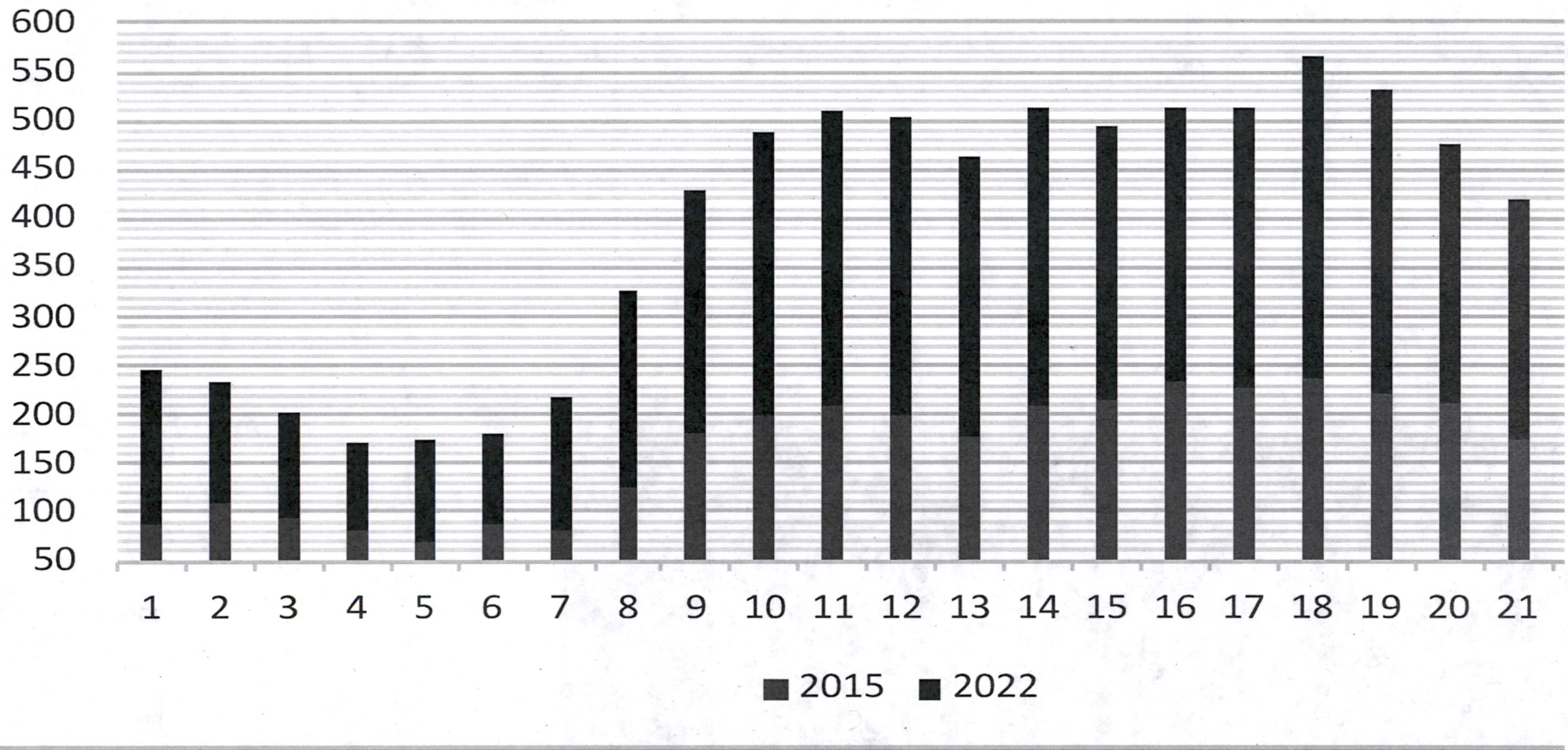
Last ISO vs Today



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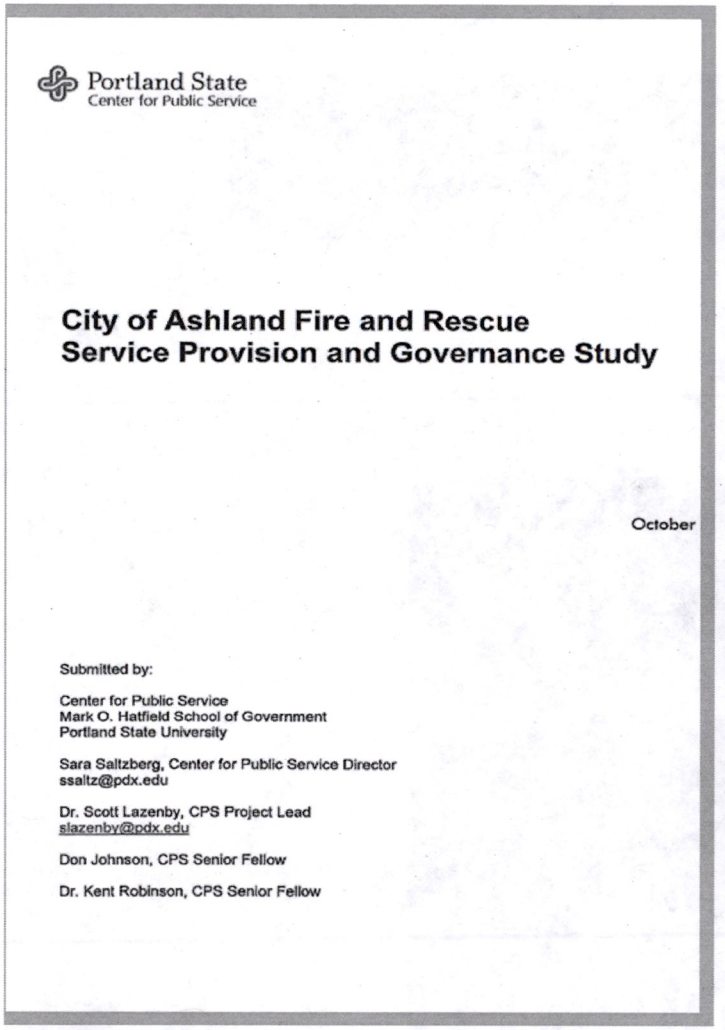
PSU Study



Portland State
Center for Public Service

City of Ashland Fire and Rescue
Service Provision and Governance Study

October

Submitted by:

Center for Public Service
Mark O. Hatfield School of Government
Portland State University

Sara Saltzberg, Center for Public Service Director
ssaltz@pdx.edu

Dr. Scott Lazenby, CPS Project Lead
slazenby@pdx.edu

Don Johnson, CPS Senior Fellow

Dr. Kent Robinson, CPS Senior Fellow

- None of these options appear to offer service benefit to Ashland.
- Added cost to the Ashland taxpayer a organizational incompatibility this is n recommended.
- Recommend that the ambulance be d and they support the recommendatio report.

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Staffing – 8/10 and 10/12
Where do we need to be?

•

NFPA Overview

NFPA 1710 Standards:

- First Arrival: 4 min. or less - 90% of the time
- Second Arrival; 6 min. - 90% of the time
- Deployment of a full first-alarm assignment - 8 min., 90% of the

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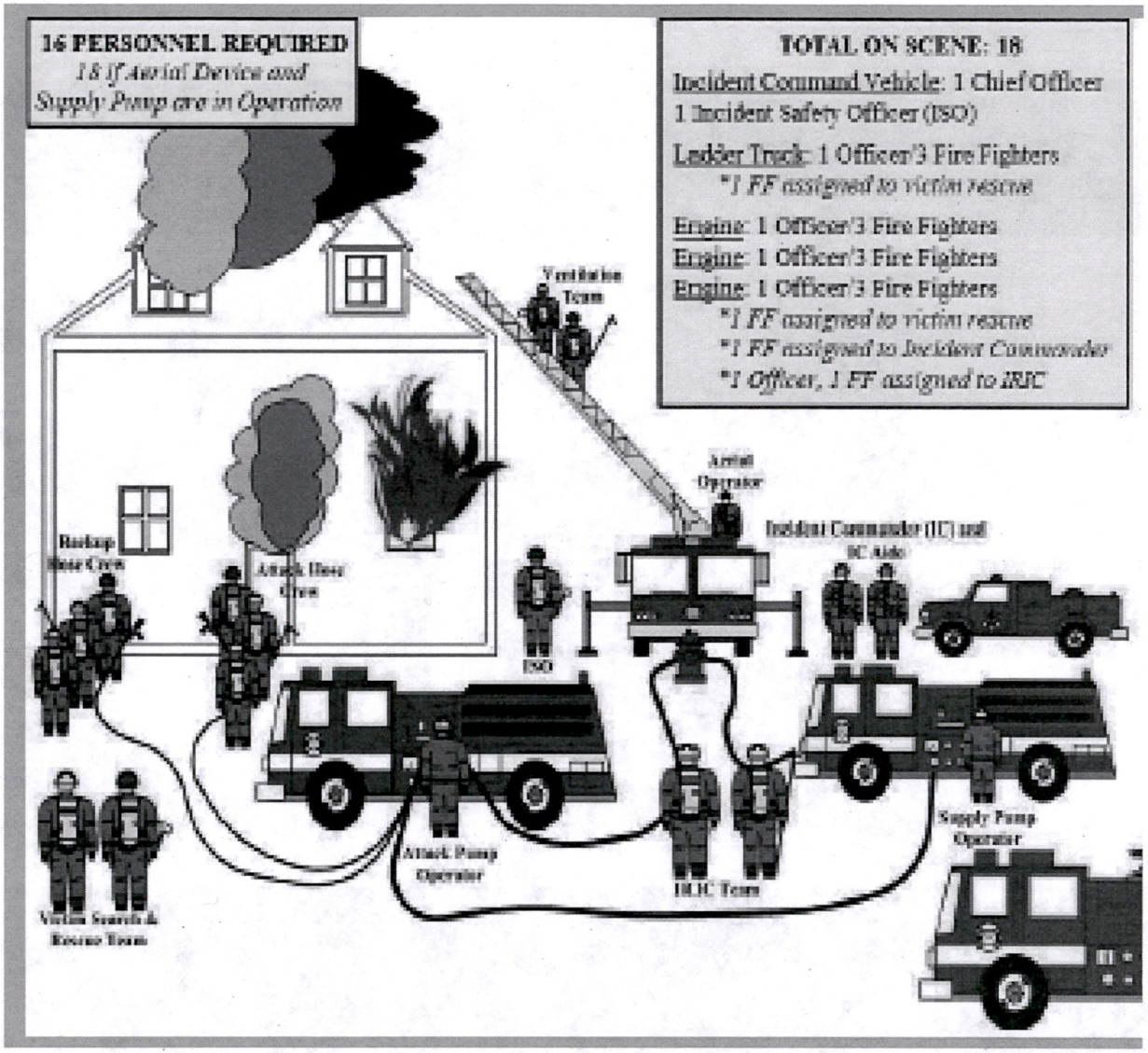
NFPA 1710 Overview

- This is for a 2000 Sq ft home with no exposure and no basement



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Current Minimum Staffing of 8

Station 1

Station 2

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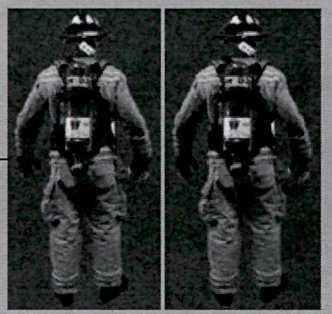
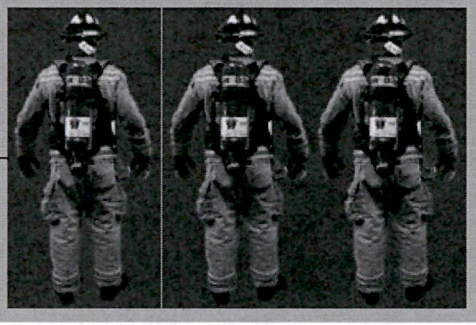
Minimum Staffing of 10

Station 1





Station 2

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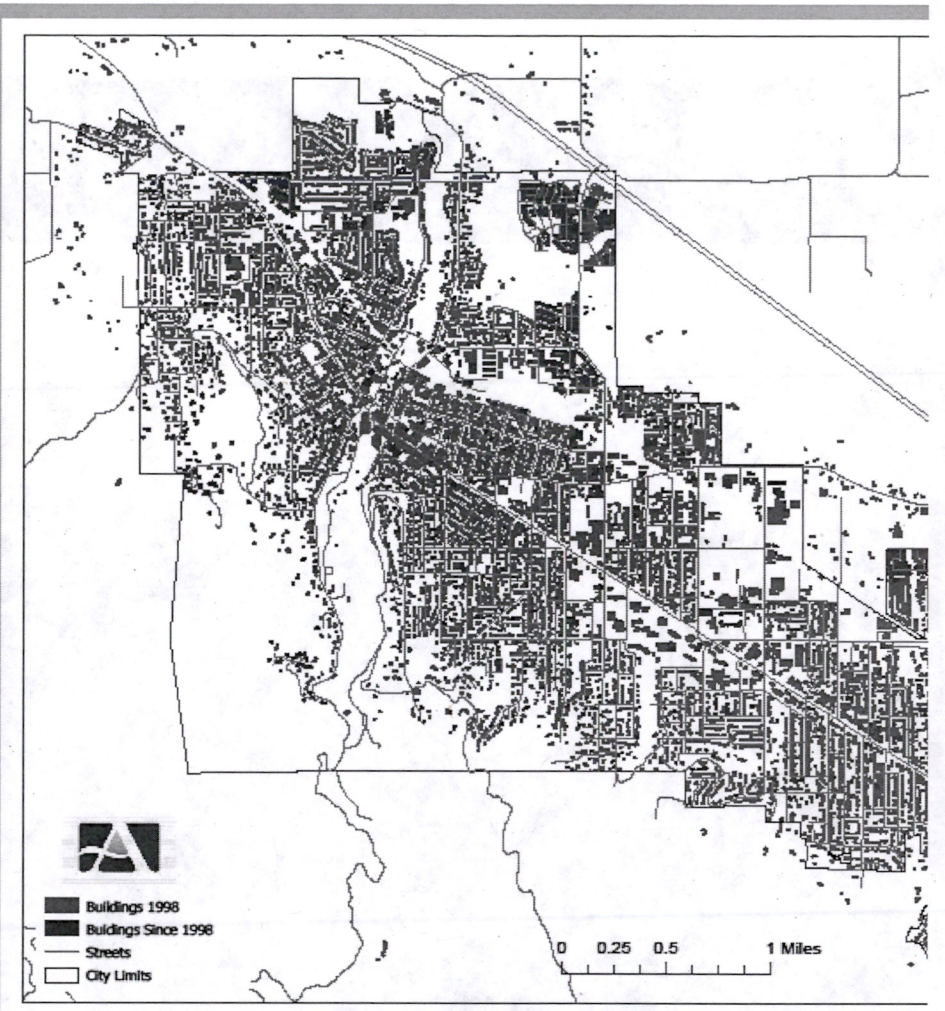
Size: 6.7 Square Miles
Population: 21,138 (2020)

Total Calls Generated 3702
Fire 645
Medical 3,054
Special Rescue 4
(Call History 2022)



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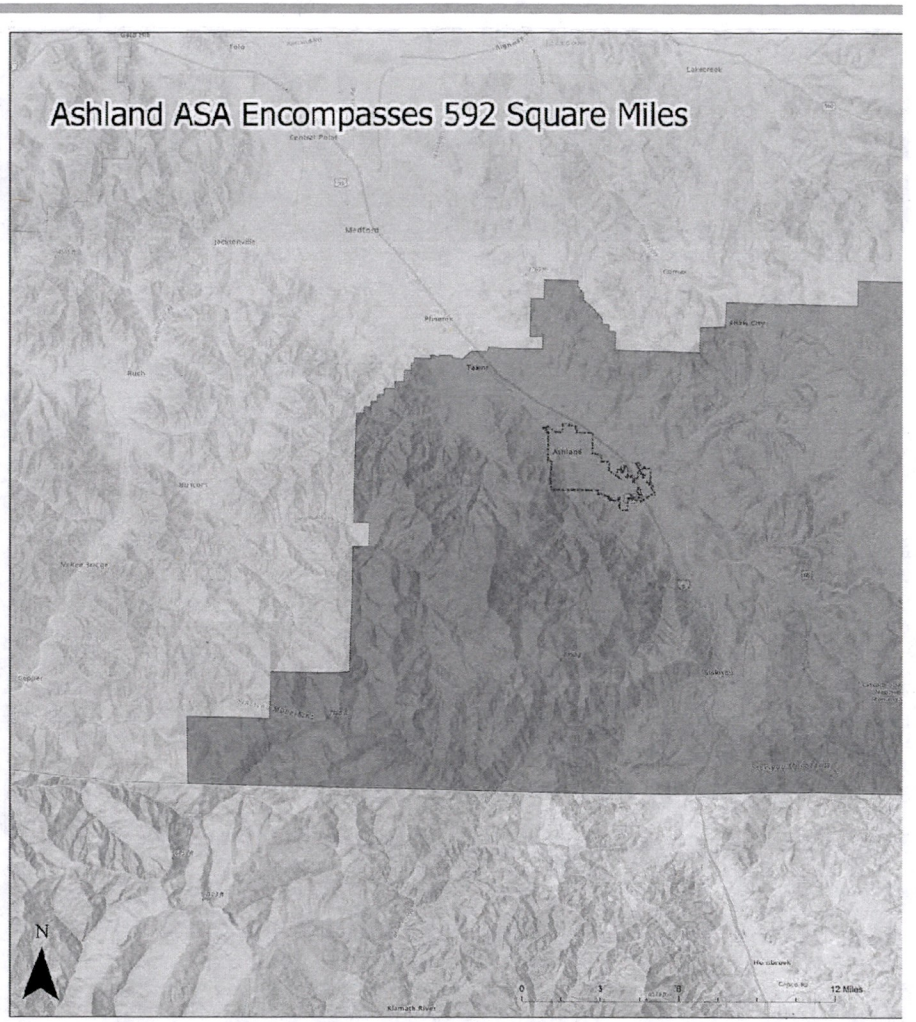
- Population: 43,322
- Size: 592 square miles
- Includes Talent
- 3 Fire Districts, 1 Fire Department
- BLM, ODF, USFS Fire Protection
- Unincorporated Jackson County
- Additional Calls for 2022 are 1562
- Fire 301
- Medical 1,259
- Special Rescue 0



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Problem Statements

- Understaffed for 27 years
- Demands exceed resources
- CANNOT respond 100% of time
- Ashland Fire at risk of dropping ISO 3

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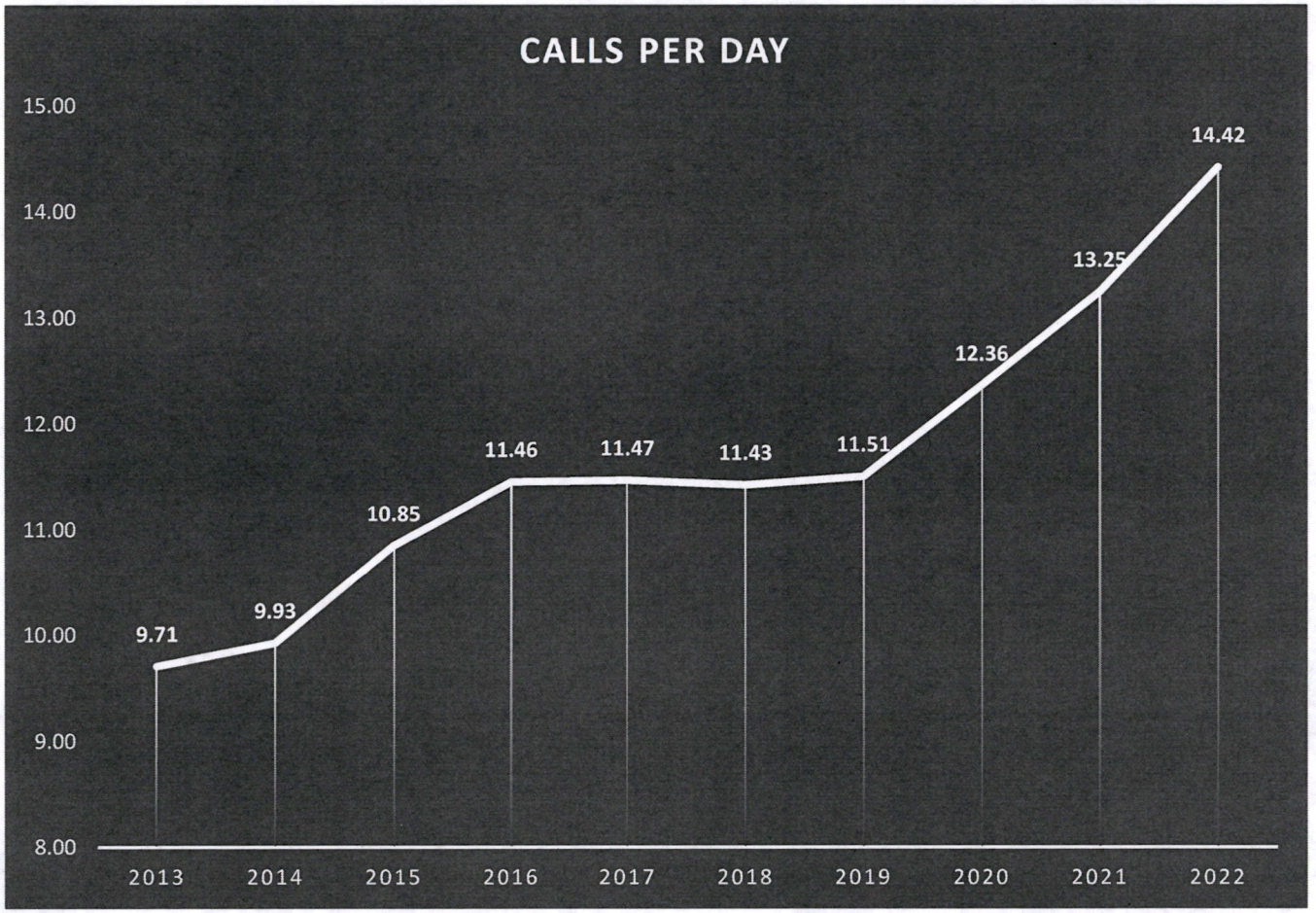
Call Volume History



In 2013 - averag
calls per day.

In 2022 average
calls per day.

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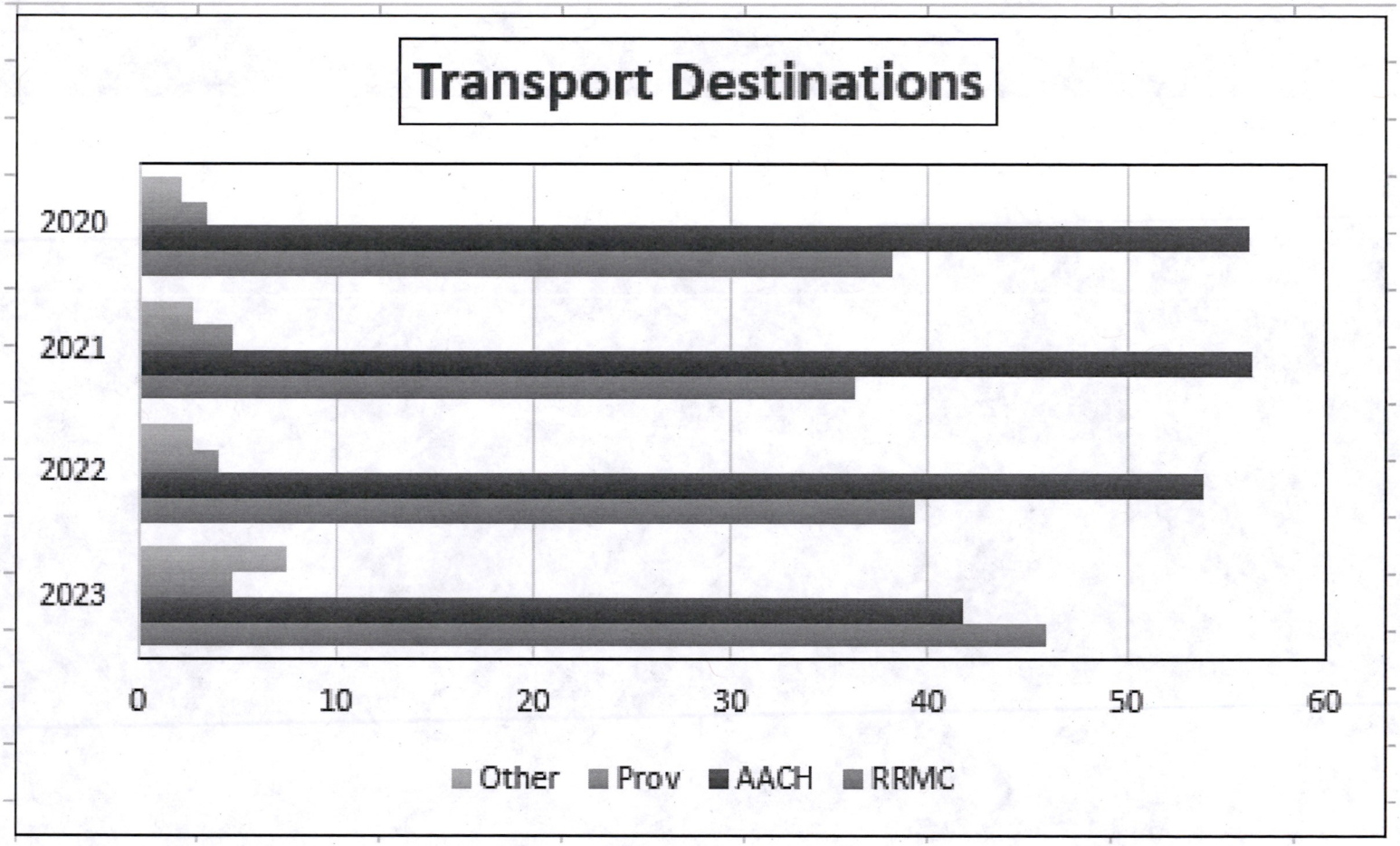
Where are we Going



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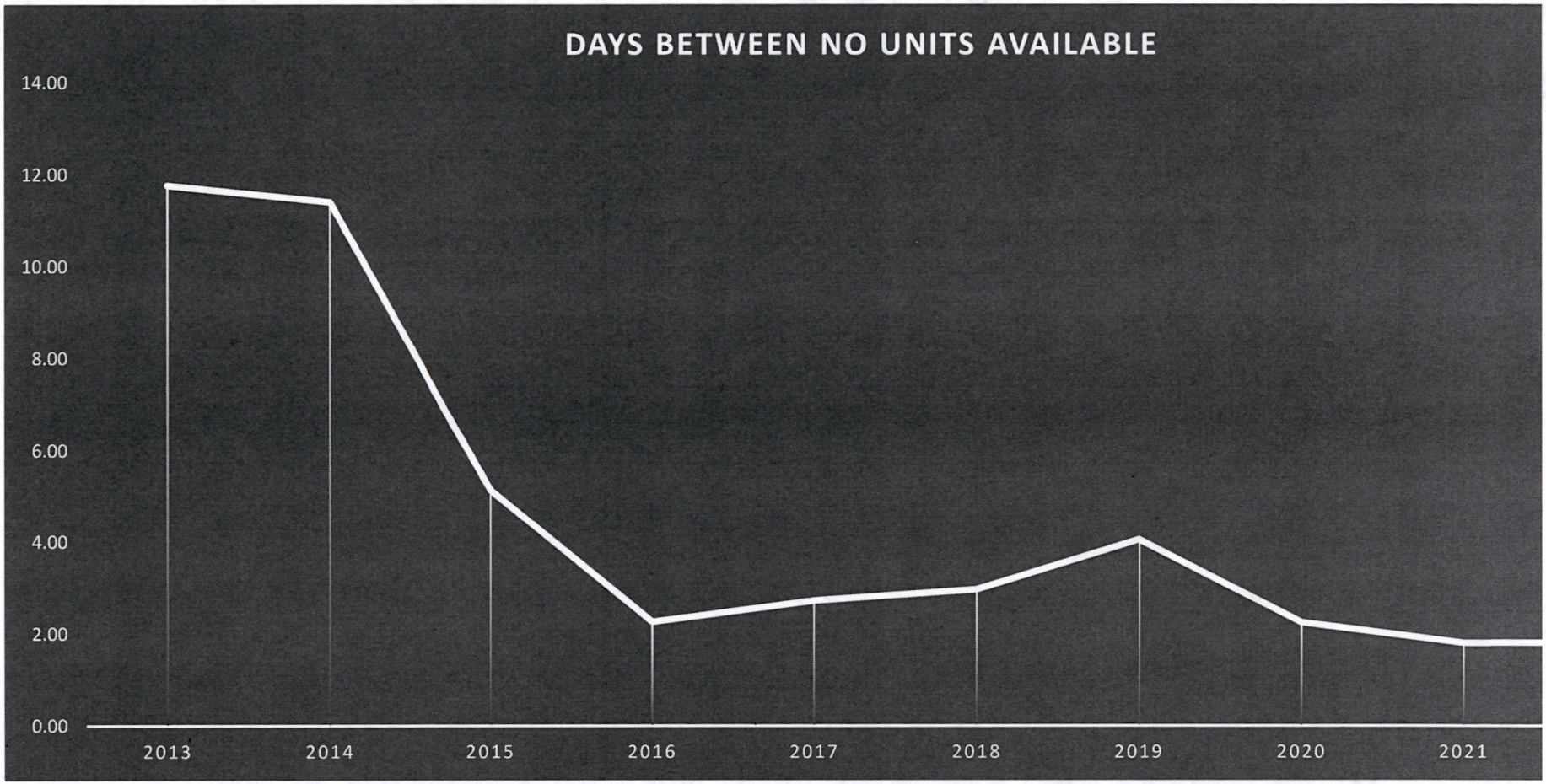
Problem Statements



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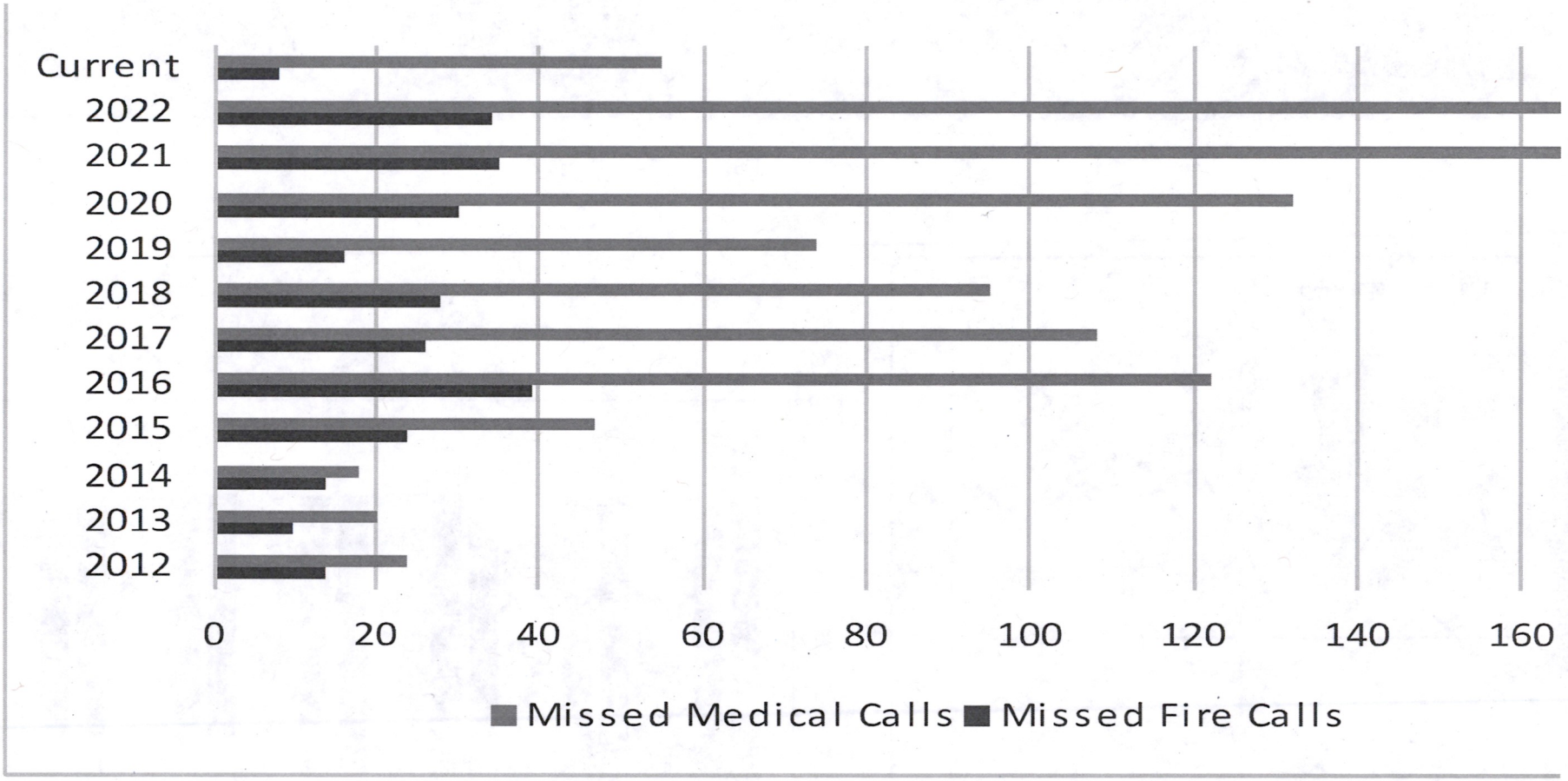
Missed Calls Breakdown



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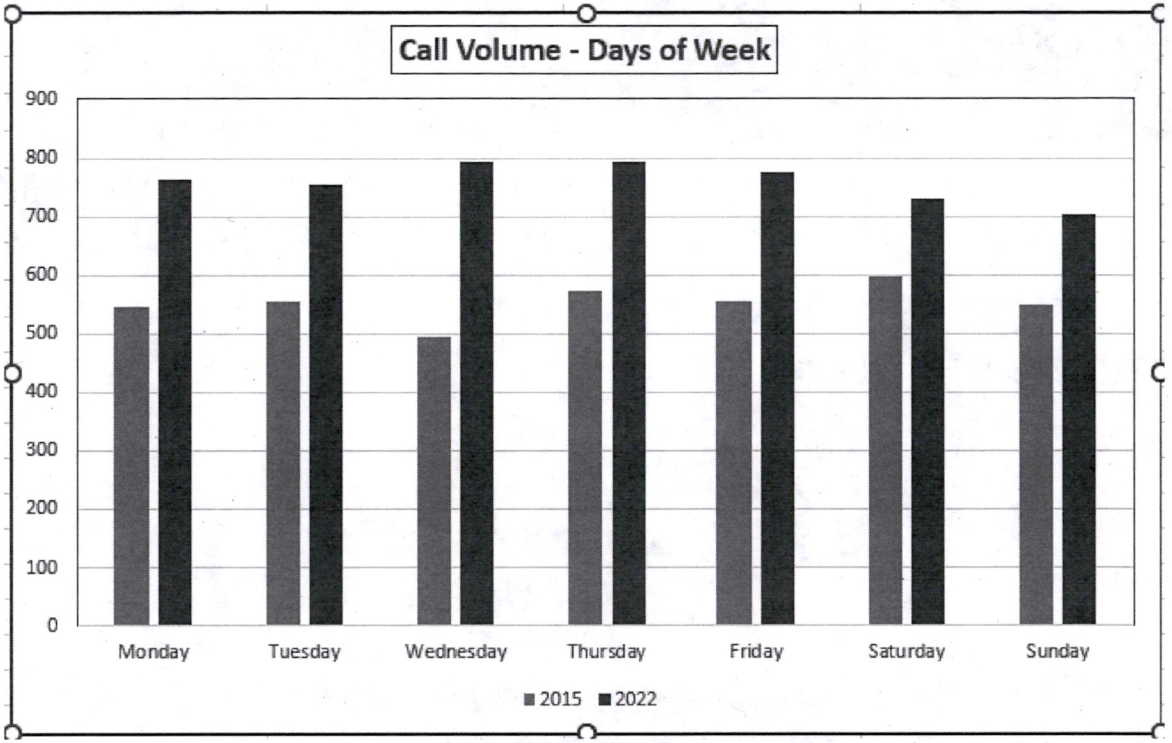
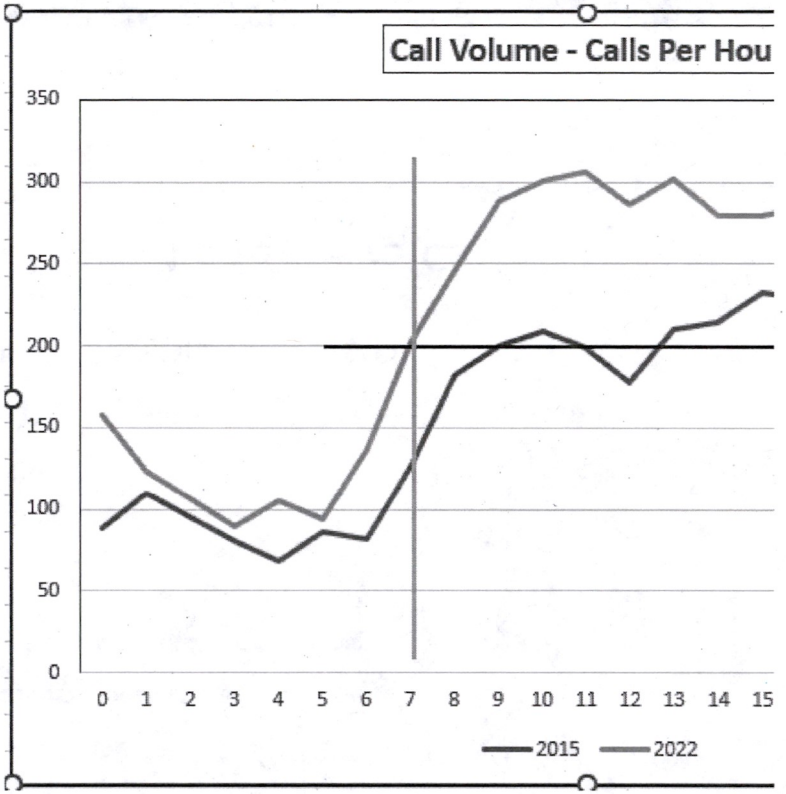
Dynamic Staffing





Better Together

Call Volume – Single Role EMS

- Single Role Paramedic and EMT's
- 10-hour shifts working 4 on and 4 off
- Add interfacility transfers
- Cheaper Ambulances
- Dual role FFs to remain in the City more
- Covers missed calls for Service
- Relief in the system

Better Together

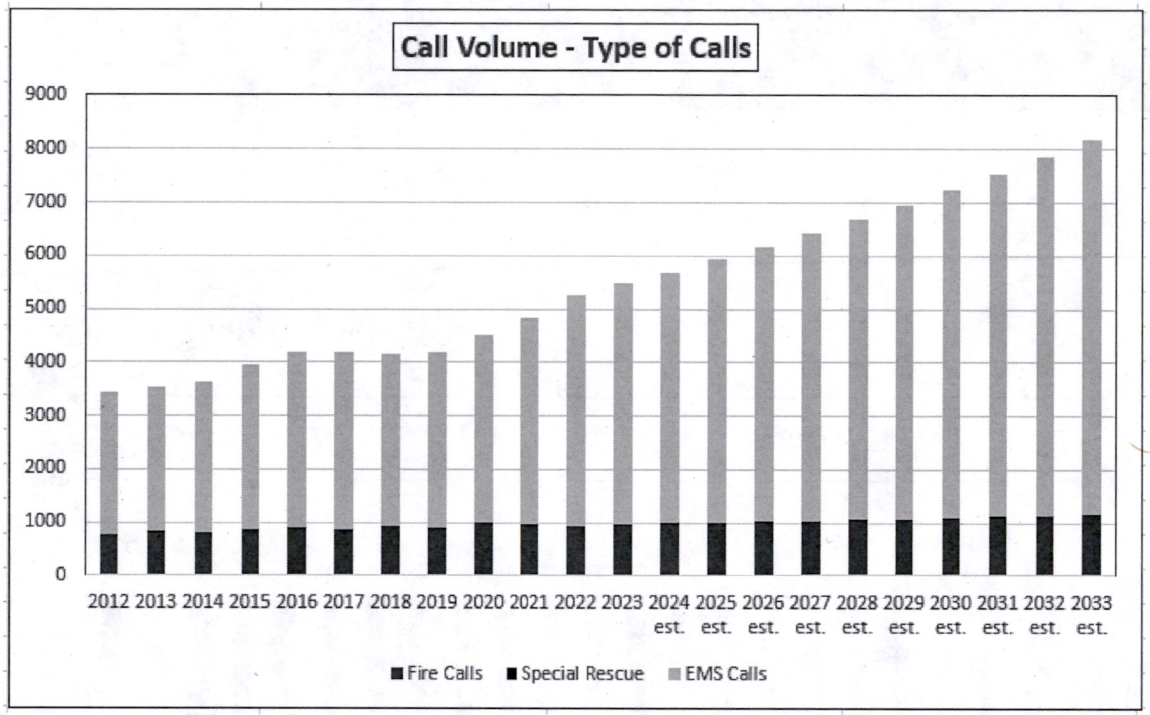
Call Volume – Single Role EMS

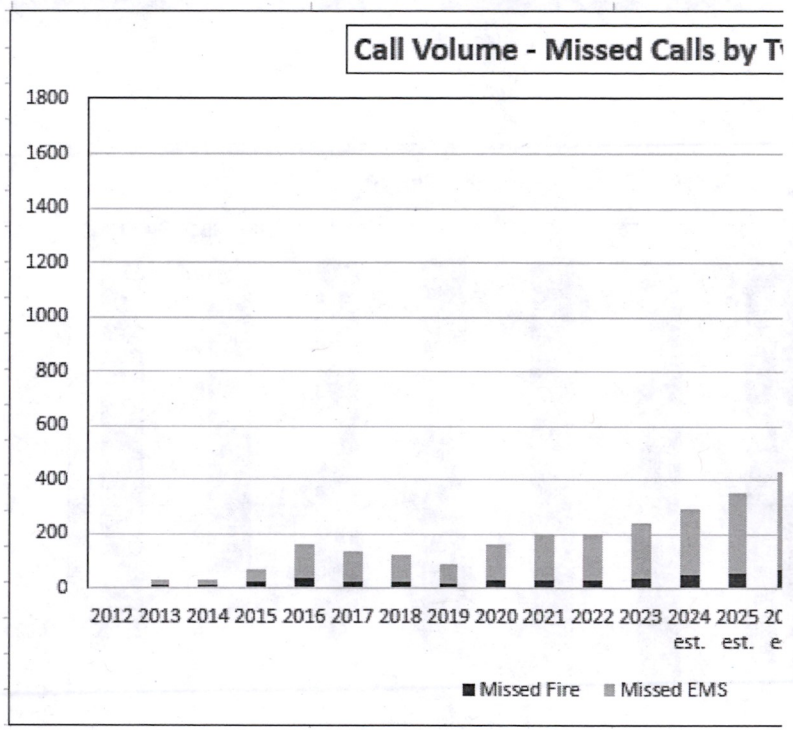
- 19.08% PERS
- $ 4.91 per month W/C
- $ 60,622 starting
- $ 685 uniforms
- $ 605 PPE
- $ 3,500 Radio
- $125,000 Medic Unit

- 23.71%
- $413.16 p
- $ 75,829
- $ 855 ur
- $ 7,118 P
- $ 9,000 F
- $340,000

Better Together

Call Volume – Single Role EMS





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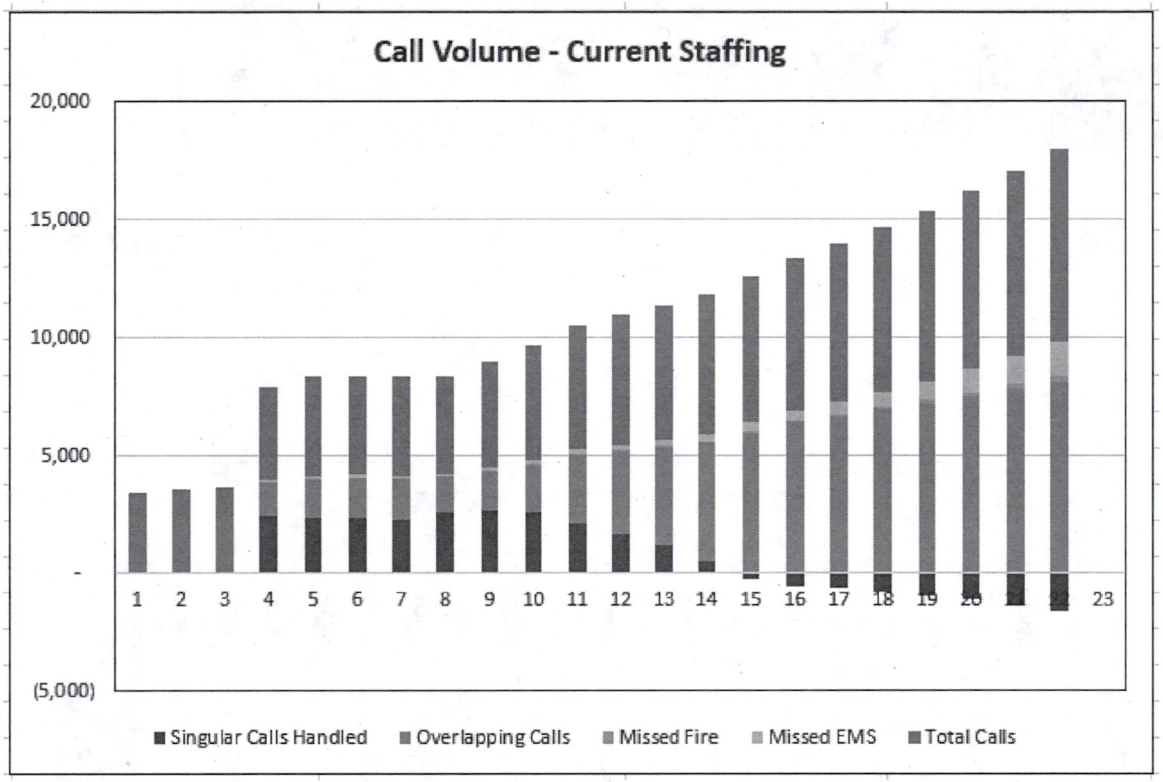
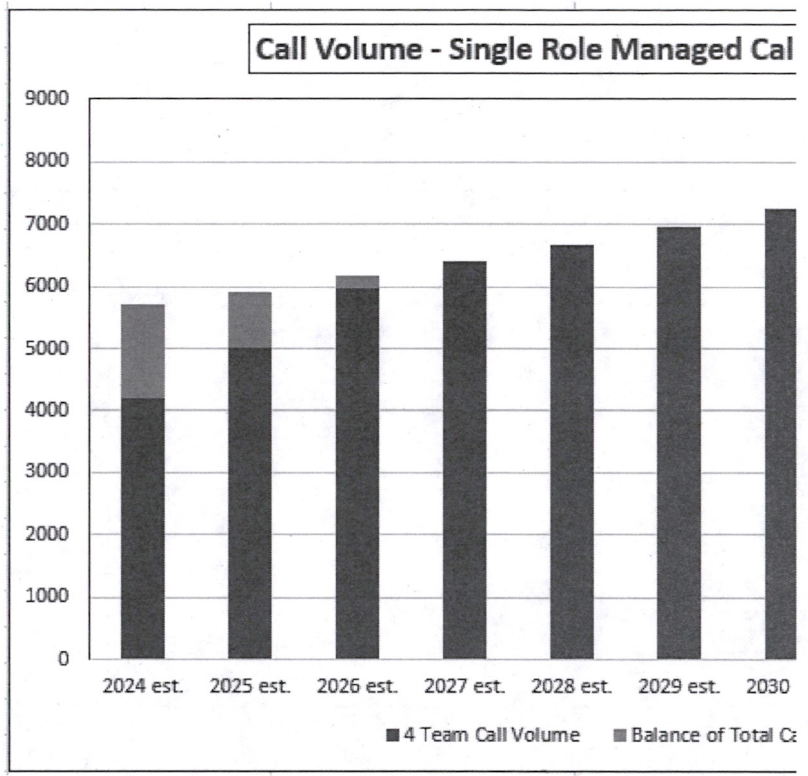
Call Volume – Single Role EMS





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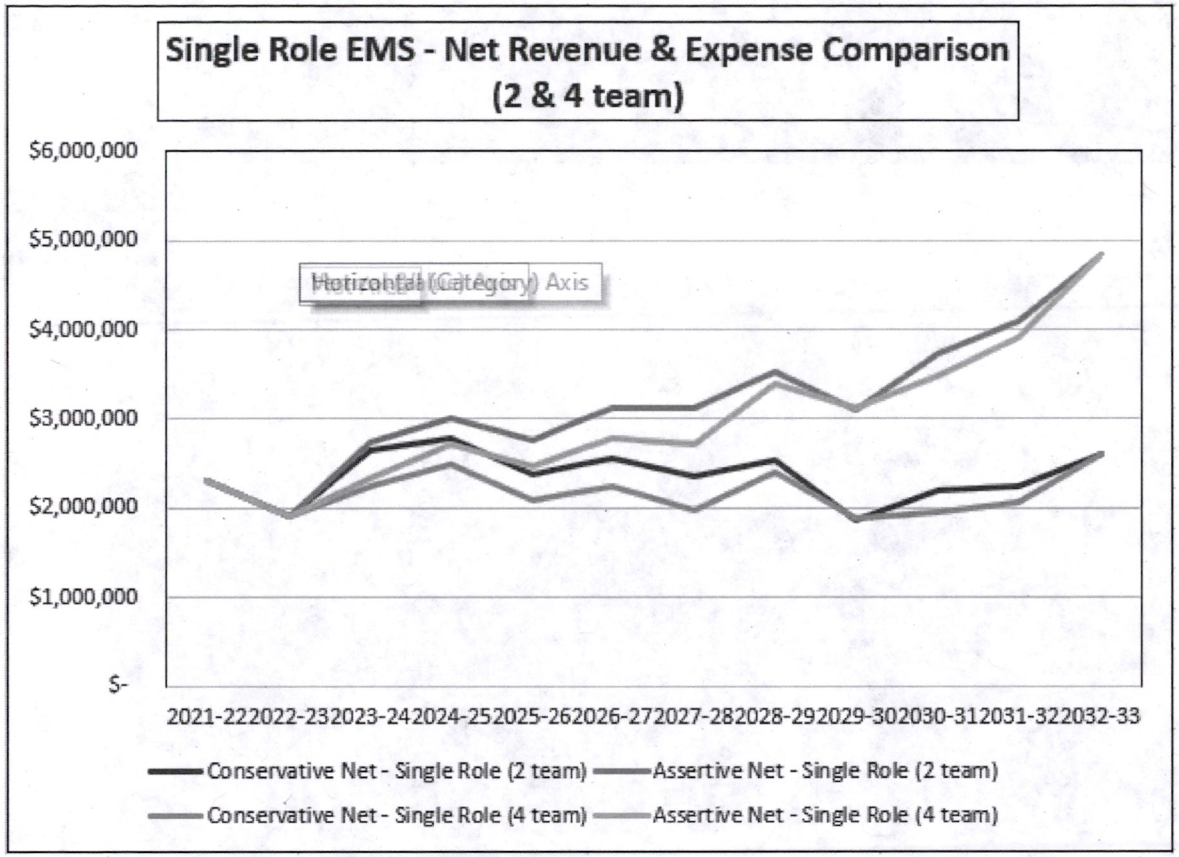
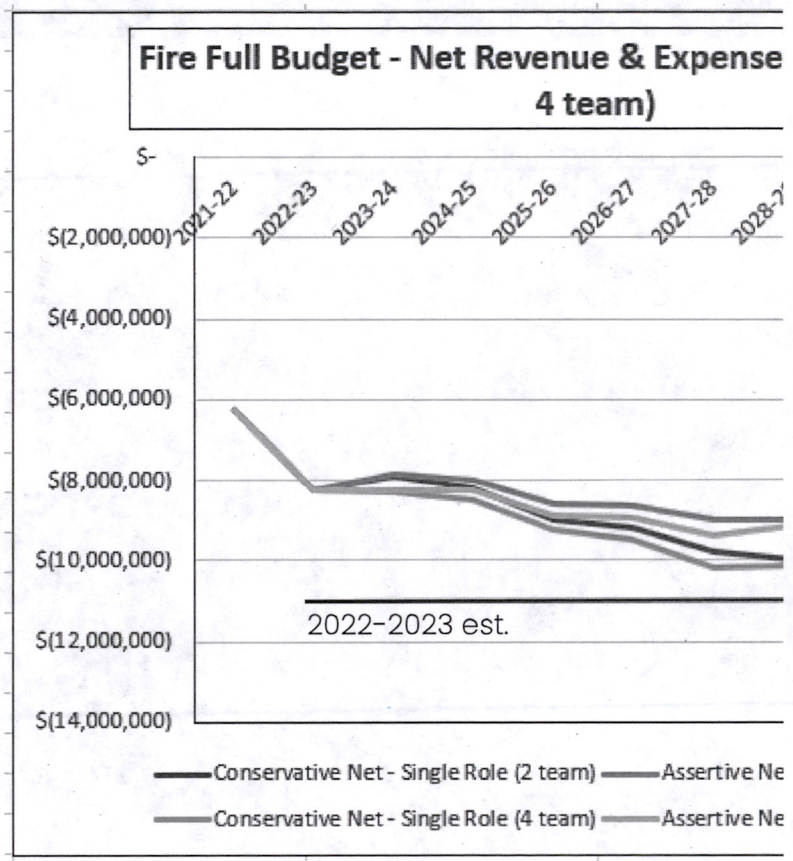
Call Volume – Single Role EMS





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Potential Next Steps

1. Secure the ASA
2. Hire a Fire Marshal
3. Create an Emergency Medical Services (EMS) Di
4. Hire an EMS/Training Supervisor
5. Hire staffing to meet demands
   (Dynamic Staffing/Business model)
6. Run EMS Division as a Business
7. EMS division to support FF Staffing

Better Together

QUESTIONS?

Better Together

ASHLAND CITY COUNCIL
BUSINESS MEETING
MINUTES
Tuesday, April 4, 2023
DRAFT

5:30 PM Executive Session

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, DuQuenne and Hansen were present. Staff present: City Manager Joe Lessard, Deputy City Manager Sabrina Cotta, Acting City Attorney Doug McGeary. Council held an Executive Session for the City Manager's Review, pursuant to ORS 192.660(2)(i).

I. CALL TO ORDER

Mayor Tonya Graham called the meeting to order at 6:02 p.m.

1. Land Acknowledgement

Councilor Hyatt read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Councilor Kaplan 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

1. Proclamation Recognizing National Public Safety Telecommunicators Week 2023
Mayor Graham read the proclamation.

Mayor Graham moved the committee appointment to the Consent Agenda.

V. APPROVAL OF CITY COUNCIL MINUTES ***

1. Minutes of the January 31, 2023, Business Meeting
2. Minutes of the February 7, 2023, Business Meeting
3. Minutes of the March 15, 2023, Special Meeting
4. Minutes of the March 20, 2023, Study Session Meeting
5. Minutes of March 21, 2023, Business Meeting

Councilor Dahle made a correction to the March 15, 2023 minutes, removing himself and Councilor Bloom as attendees to the executive session.

Councilor Hyatt/Bloom m/s to approve the minutes with the correction to the March 15, 2023, minutes, approving the minutes for January 31, 2023, February 7, 2023, March 15, 2023, March 20, 2023, and March 21, 2023. Roll Call Vote: Councilor DuQuenne, Hyatt, Hansen, Kaplan, Dahle, and Bloom, YES. Motion passed.

VI. **SPECIAL PRESENTATIONS** - None

VII. **CITY MANAGER REPORT**

City Manager Joe Lessard noted the city newsletter was coming back, new hires, and upcoming events. ODOT's ADA curb improvement project would end by end of June, 2023. He went on to review the Look Ahead.

Mayor Graham asked for staff to address the homeless campsite. Mr. Lessard explained the Police Department, Legal Department and the housing manager coordinator were working on a proposal and ready to discuss implementing state law regarding campsites. They were hoping to have something soon. Mr. Lessard stressed the importance of having empathy and preserving the public's right to access public areas, under state and ninth circuit court rulings.

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

Gabriel Howe/Ashland/Supported the 1,000 Feet for Kids proposal and commented on the nation's failure to home unhoused individuals.

Anna Ford/Ashland/Thought the 1,000 Feet for Kids proposal was shameful.

Reba Crawford Hayes/Ashland/Explained 6% of the student population were currently homeless and objected to the 1,000 Feet for Kids proposal.

Joseph Gibson/Ashland/Was protesting prohibited camping and expressed his anger at city government.

Robyn/Ashland/Spoke against the 1,000 Feet for Kids proposal and thought it was fear mongering.

Steven Essig/Ashland/Supported the right to sleep and camp in public parks and explained why.

Kyle McKinley/Ashland/Spoke against the 1,000 Feet for Kids proposal.

Elsbeth Seymour/Ashland/Spoke against the 1,000 Feet for Kids proposal and shared her family's experience donating food and time in Hawthorne Park.

Teena Jo Neal/Ashland/Shared her experience as a nurse and the unconditional compassion nurses provided to every patient they worked with.

Alexander Lewis/Ashland/ Spoke against the 1,000 Feet for Kids proposal and shared his experience as a wanderer and traveler.

Zaja Ariee/Ashland/Expressed her disappointment with the residents in Ashland and Spoke against the 1,000 Feet for Kids proposal.

Desiree Cantinho/Ashland/Appeared with her daughter and asked her questions regarding the 1,000 Feet for Kids proposal.

James Lafrenier/Ashland/Spoke against the 1,000 Feet for Kids proposal and thought using children to push this agenda was cowardly.

Lexi Sylvester/Ashland/Spoke against the 1,000 Feet for Kids proposal. It was not enforceable and reminded everyone that a person could be unhoused at any time.

Debbie Neisewander/Ashland/Referenced a document she submitted into the record.

IX. CONSENT AGENDA

1. Council Advisory Committee Appointment

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

X. PUBLIC HEARINGS

1. Public Hearing and First Reading of Ordinance 3220 Amending the City's Food and Beverage Tax to correspond with the City's referendum ballot language on the May 16, 2023, Special Election

City Manager Joe Lessard and Acting City Attorney Doug McGeary introduced the topic. They confirmed second reading would occur during the April 18, 2023 council meeting. Mr. Lessard would correct the ordinance's termination year from 2030 to December 31, 2040.

Mayor Graham opened the public hearing at 7:01 and closed it at 7:02 for further questions from Council.

Councilor Kaplan confirmed staff would add the termination date to the ordinance for second reading.

Mayor Graham opened the public hearing at 7:04 p.m.

Susan Hall/Ashland/Read from a document submitted into the record.

Mayor Graham closed the public hearing at 7:08 p.m.

Councilor Hansen/Bloom m/s First Reading of Ordinance 3220 that corresponds with the City's Food and Beverage Tax referendum ballot measure for the May 16, 2023, Special Called Election with the addition of a sunset date to expire Dec 31, 2040, added to the ordinance .
DISCUSSION: Councilor Hansen explained the Parks Commission asked for this to be on the ballot. It was contentious but the voters will decide. Councilor Bloom supported the measure going out for a vote. Councilor DuQuenne would not support the motion. The tax should go to workforce and affordable housing, fire, and safety, and building a robust economy. This was a decision for the voters. She thought the Parks and Recreation Department should be under the City as well. Councilor Kaplan would support the motion. It would give the Council and the City more flexibility to meet general fund needs. Financing the Parks and Recreation Department partially with the Food and Beverage tax gave Council more flexibility to use the general fund for other purposes. This was in the 2021-23 budget, approved by the budget committee then approved by the Council. Mayor Graham clarified it was not a new funding source. The Parks and Recreation Department could withstand a more volatile funding source. **Roll Call Vote: Councilor Kaplan, Dahle, Hansen, Bloom, and Hyatt, YES; Councilor DuQuenne, NO. Motion passed 5-1.**

XI. **UNFINISHED BUSINESS** - None

XII. **NEW BUSINESS**

1. 2023-2025 Biennial Capital Improvement Plan (CIP) Adoption

Public Works Director Scott Fleury introduced the topic and provided a brief presentation (see attached):

- Capital Improvement Plan-Affordability
- Capital Improvement Plan-Narrative Book
- Capital Improvement Plan-Dashboard
- Next Steps

Public Testimony

Lisa Brill/Medford/Explained her role as president of the Siskiyou Bike Club and encouraged Council to support the plans for protected bicycle lanes.

Gary Shaff/Ashland/Commented on climate change and thought the city should use transportation funds to expedite protected bike lanes on all major city streets.

Parks and Recreation Director Michael Black confirmed the money represented in the CIP for Parks did not include any of the anticipated funds if the Food and Beverage measure passed. None of the money in the current CIP was dependent on the May election. Mr. Black went on to confirm that there was CIP money for trails.

Mr. Fleury clarified this was the plan that drove the budget. Mr. Lessard explained the city manager would make recommendations for the budget. It would go through the budget process. Council would adopt the budget and that dictated which projects they would implement. Appropriating a project was council confirmation for staff to move forward.

Councilor Hyatt confirmed accepting the CIP maintained the City's access to lower costs through grants. If Council did not approve the CIP, the City would lose grant funding.

Electric Department Director Thomas McBartlett III corrected a typo regarding the electric master plan update starting the second year of the biennium. Staff would initiate the update before the end of the current biennium, but it would take until the second year to start.

Mr. Black confirmed that $2,000,000 was allocated for the Daniel Meyer Memorial Pool for the first year of biennium. They were planning on the food and beverage fund, grants, and other income for pool improvements. There were discussions on enclosing the pool for year round activities.

Mr. Fleury addressed protected bike lanes and the need for a micro street sweeper prior to implementation. He listed the streets that would include the protected lanes and the process. He clarified they used part of the gas tax for general operations and daily maintenance. He went on to explain how franchise fees were more dependable than the food and beverage tax for funding sources. The gas tax currently funded street projects. He thought they could modify Hersey Street with a protected bike lane by restriping and using bollards. However, parking would need vetting.

Councilor Hansen/Dahle m/s to approve the 2023-2029 Capital Improvement Plan with the following amendment: adding the Hersey Street protected bike lane conversion project in the year 2025 to be funded by grants obtained by Public Works.
DISCUSSION: Councilor Hansen listed important projects in the CIP, thanked staff and the Transportation Committee. Councilor Dahle added this was a living document and without Council approval the city was at a standstill. Councilor Kaplan agreed and appreciated the work they did. Councilor DuQuenne thanked staff but would not support the motion. Councilor Hyatt also thanked staff and commented the she did have questions on projects and looked forward to discussing them. Council needed to give the team the tools to get grants. She would support the motion. **Roll Call Vote: Councilor Dahle, Bloom, Hyatt, Kaplan, and Hansen; Councilor DuQuenne, NO. Motion passed 5-1.**

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Contract for 2023 Street Slurry Seal Projects

Public Works Director Scott Fleury explained they do one slurry seal project every year. Improvements to the process included limiting the amount a contractor can do daily and working with Recology and the Bus Barn to minimize disruption.

Councilor Dahle/Hyatt m/s to award a public improvement contract to Doolittle Construction Inc. for Project No. 2022-14, Street Slurry Seal, in the amount of $379,379.
DISCUSSION: Councilor Dahle appreciated Councilor Bloom's question on cheapest not always being the best. Councilor Hyatt commented on her street and lessons learned. Councilor DuQuenne liked that it was cost effective. **Roll Call Vote: Councilor Hyatt, DuQuenne, Bloom, Hansen, Kaplan, and Dahle, YES. Motion passed.**

2. Contract for Water Utility Brass Fittings

Public Works Director Scott Fleury explained staff typically ordered small batches of parts. Due to increased demand and supply, it was more cost effective to purchase a larger inventory.

Councilor Hyatt/Bloom m/s approval to contract with Iconix Waterworks to procure necessary supplies for our water utility in the amount of $122,641.20.
DISCUSSION: Councilor Hyatt appreciated staff being proactive. Councilor Bloom commented on supply issues he experienced running a go kart track and supported the effort staff made. **Roll Call Vote: Councilor Hansen, Bloom, Hyatt, DuQuenne, Kaplan, and Dahle, YES. Motion passed.**

3. Second Reading of Ordinance 3218 adopting the 2022 Oregon Fire Code

Councilor Hyatt/Hansen m/s to approve the 2nd reading of Ordinance No. 3218 to amend the Ashland Fire Prevention Code AMC Chapter 15.28. Roll Call Vote: Councilor Dahle, DuQuenne, Kaplan, Bloom, Hansen, and Hyatt, YES. Motion passed.

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

1. Additional 2023-2025 Biennium Citizens' Budget Committee Calendar Meeting

Deputy City Manager Sabrina Cotta and Mayor Graham explained the request to add an additional meeting. It would give participants the opportunity to meet and select a chair.

Councilor Dahle/Bloom m/s to amend the budget calendar for the BN2023-2025 Budget process by adding a Citizens' Budget Committee meeting for April 21, 2023.
Roll Call Vote: Councilor Hansen, DuQuenne, Bloom, Dahle, Hyatt, and Kaplan, YES. Motion passed.

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2. Transportation Advisory Committee study of restaurant parklets request
Councilor Hansen and Kaplan were interested in having the Transportation Committee survey local restaurants to gage their interest in permitting parklets and determine the effort it might take.

Councilor Hansen/Bloom m/s advised the Transportation Committee to do a feasibility study on a parklet program that should we find positive, Council will recommend staff develop a program for it. DISCUSSION: Councilor Hansen appreciated doing a feasibility study and creating more business opportunities. Councilor Bloom agreed.
Roll Call Vote: Councilor Kaplan, DuQuenne, Hansen, Bloom, Dahle, and Hyatt, YES. Motion passed.

Councilor Kaplan attended the Climate and Environmental Advisory Committee and spoke to the electrification ordinance. There was a Housing and Human Services Committee meeting on March 23, 2023 where Police Chief Tighe O'Meara discussed tent camping in city parks and right of way areas.

Councilor DuQuenne announced the Social Equity and Racial Justice Committee were asking Council to sponsor bags for the upcoming Juneteenth Celebration. Mayor Graham suggested the city sponsor at the bronze level of $500. Deputy City Manager Sabrina Cotta would need an agreement. The money could come from council training funds. Council consensus gave staff direction to sponsor bags for the Juneteenth celebration.

XV. ADJOURNMENT OF BUSINESS MEETING

Councilor Bloom/DuQuenne m/s to adjourn the meeting at 9:06 p.m. Voice Vote: ALL AYES. Motion passed. The meeting adjourned 9:06 p.m.

Respectfully Submitted by:

DocuSigned by:
Melissa Huhtala
A02A82A0E5F2482...

City Recorder Melissa Huhtala

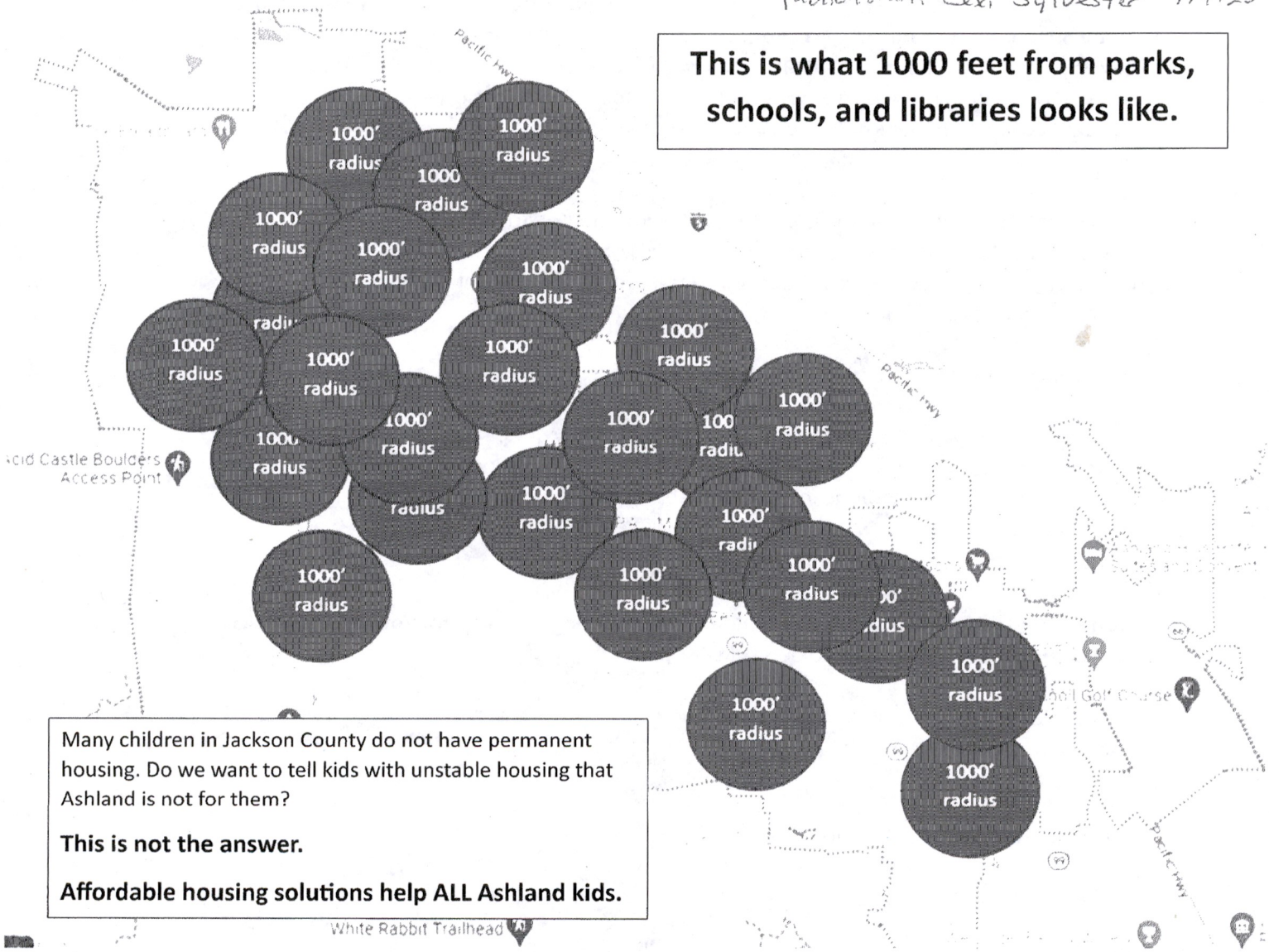
Attest:

Tonya Graham

Mayor Tonya Graham

Public Forum Lexi Sylvester 4/4/23

This is what 1000 feet from parks, schools, and libraries looks like.



Many children in Jackson County do not have permanent housing. Do we want to tell kids with unstable housing that Ashland is not for them?

This is not the answer.

Affordable housing solutions help ALL Ashland kids.

HUD OR-502 Continuum of Care

JACKSON COUNTY HOMELESS TASK FORCE
WORKGROUP OF THE HUD OR-502 CONTINUUM OF CARE
Email: jchtf97501@gmail.com
Facebook: https://www.facebook.com/JacksonCountyHTF

Homeless Task Force Minutes: December 20, 2022

6. **Questions/Discussion** - Heather Hassett stated that she would like to find out how the coordinated entry list is working in our community, that there are currently over 500 people on the Kelly Shelter wait list. She would like to know if and how other agencies are pulling people off the Coordinated Entry list to fill beds and how that is working for them. Rogue Retreat may be interested in doing away with the "waiting list" system they are currently using and move towards utilizing the Coordinated Entry list as a way to work the way HUD intends for communities to. Are SPDAT's being updated every six months by other agencies?

) VI-SPDAT = scoring system
risk factor
(Vulnerability Index = Risk Factor)
Service Prioritization Decision Assistance Tool)
=) HMIS - Database JAGO
(data entered Homeless Management Info System
) Coordinated Entry - based on score

OHRA

OHRA mission: Moving people from crisis to stability - Ashland News - Independent, Nonprofit, Community News

The Options for Helping Residents of Ashland Resource Center at 2350 Ashland St. OHRA photo

Should be:

Options For Helping Residents of JACO

A new approach

Started in 2012 by volunteers concerned about homelessness in Ashland, OHRA began with a laundry-shower trailer, then a small resource center with a staff of one, and finally the management of the Ashland Winter Shelter, which for many years rotated from one church to another over the course of the winter.

In 2021, all of this changed when the Oregon Community Foundation awarded OHRA the first Project Turnkey capital grant of $4.2 million in state funds, promising to address the depth and breadth of homelessness in the community. With these funds, OHRA purchased an underutilized Ashland motel and transformed it into The OHRA Center: a year-round low-barrier shelter with 52 rooms for guests; a resource center with a professional staff of six to assist anyone seeking help with rent, jobs, utilities, benefits and more; and a permanent home for the shower trailer.

"We were blown out of the water in the best way," Sinclair says, "going from 5 mph to 50 in a few short months, from a staff of five to 36, from managing a budget of $225,000 to $2.6 million."

What sets OHRA apart from the 19 new shelters started statewide with Turnkey funds is the open door policy of its resource center. The center serves not only shelter guests. Others helped include people who are not housed at the shelter but simply show up and folks who have housing but are at risk of losing it.

Staffed by six case workers aptly named "navigators," the center's services are many: from preventing eviction, getting a job, accessing health care to securing an ID, picking up mail, SNAP food benefits, and much more. The starting place is not what staff believe is in the best interest of the client, but the needs the client identifies.

"We don't get out in front of them, we work alongside of them," Sinclair stresses.

The importance of "navigators" exploded in the first year of COVID-19 when many public facilities and support systems across the valley closed down, removing lifelines those experiencing homelessness relied upon. This extended from public bathrooms and transportation to accessing official records.

"We'd have 80 or 90 people a day showing up in our small office next to Safeway, desperate for help," says Sinclair.

OHRA's catchment area has also grown. It is now an access point for the Jackson County Continuum of Care (ACCESS), which means that OHRA may shelter people in crisis from elsewhere in the county, based on their score on a common intake tool. OHRA can also refer its guests to service providers countywide through relationships and referrals.

A half century in the making

We tend to think of homelessness as a 21st century phenomenon, but the roots of "modern" homelessness in America stretch back half a century.

In the 1970s, when government policy closed inpatient mental health facilities nationwide, patients with severe and persistent mental illness were left without care or housing, often ending up on the streets.

In the 1980s, when the federal government cut its annual housing budget, the largest source of affordable housing, by three-quarters — from $80 billion to $20 billion a year — new construction halted and the public housing infrastructure crumbled. Homelessness skyrocketed.

In the 1990s, when homelessness spilled to urban sidewalks and parks, making the invisible visible, a patchwork of emergency shelters, clinics and street outreach programs emerged, as unprepared to meet the crisis then as they are now.

OHRA website

The Oregon equation

Oregon has the second highest percentage of unhoused in the nation, with 14,655 people experiencing homelessness on any given day (U.S. Department of Housing and Urban Development, 2021.) It also has the highest rate of unsheltered families with children, numbering 23,765 public school students in 2018-2019 (U.S. Department of Education).

The challenges of an inadequate housing supply and rising rents that leave tens of thousands of children and families at risk of becoming homeless (the cost of living in Oregon is the fifth highest in the country) is a national story. So, too, is the persistence of a smaller population of chronically homeless people in need of intensive social services.

Still, statistics in Oregon are staggering. Oregon ranks worst in the nation for prevalence of mental illness, according to a new study by Mental Health America, and at the bottom for mental health spending. It ranks third in the nation for mental illness among youth and has consistently claimed the top spot for addiction rates (U.S. Department of Health and Human Services, 2021.) In 2020, the homeless represented 3% of the state population while representing 52% of arrests (World Population Review), an expensive solution when the arrest leads to jail.

Rogue Ridge Apartments (Internet)

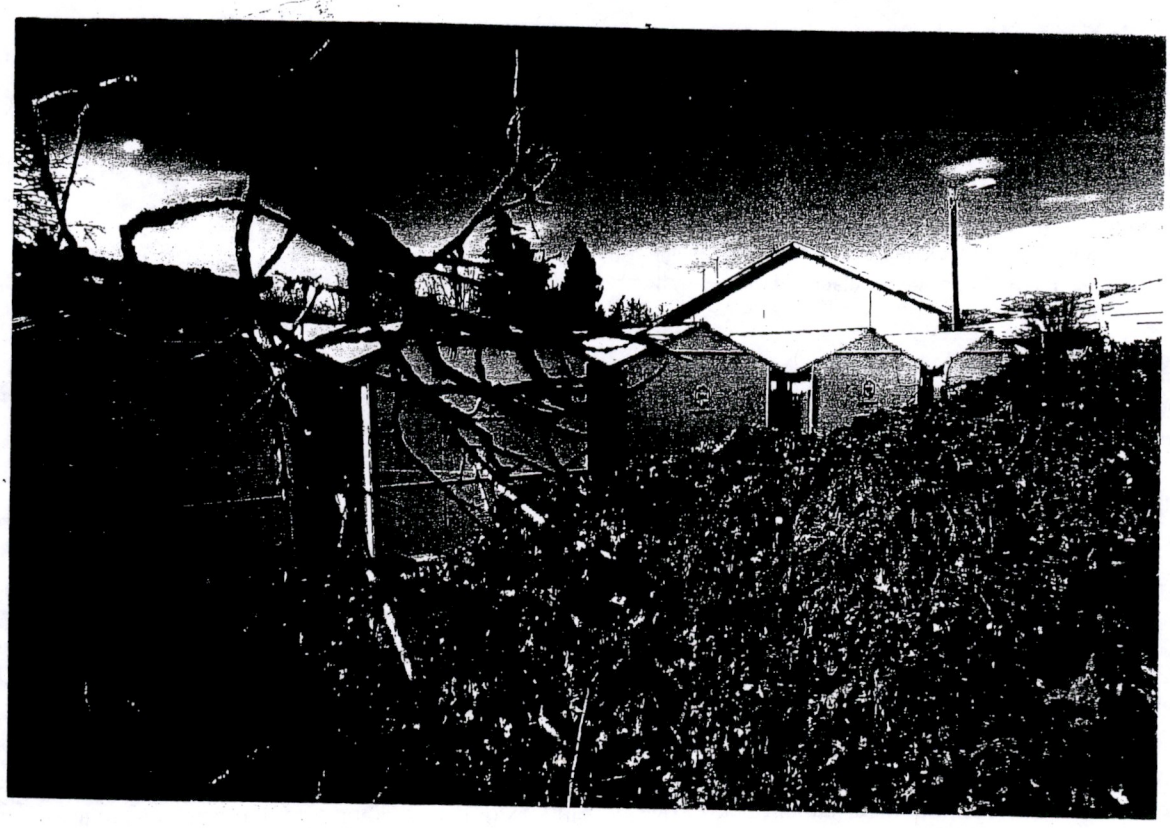
Rogue Ridge Apartments (est. 2022) is 28-unit Permanent Supportive Housing program providing affordable housing to local citizens who are low-income and without housing. ColumbiaCare is a non-profit, behavioral health organization who offers the combination of safe and stable affordable housing, along with services that help promote resident success, and will prioritize individuals who will benefit from this combination of housing and specialized support.

General staffing includes an on-site Resident Manager available to provide access to housing support; and a Supportive Housing Associate and Certified Recovery Mentor (Peer) providing 7-day a week presence and services such as skills training, tenancy assistance, housing stabilization, and community navigation. The program is supervised by a full-time Supportive Housing Supervisor, and ColumbiaCare's Property Management team offers tenancy support around move in/out, rent collection, and maintenance and repairs.

Rogue Ridge is a true community resource, with referrals coming through the Jackson County Coordinated Entry System. Jackson County citizens who meet criteria will have access to this housing based on need. A portion of the units will be designated for Jackson Care Connect and AllCare members.

Rogue Ridge is a beautiful, three-story complex complete with elevator and ADA-accessible units. There is a community/activity room for residents to participate in supportive services, community and skills-building activities, engage in structured learning, and find social connection. There are multiple community spaces for residents to enjoy, including a sky bridge which connects the buildings and offers beautiful views of the mountains. The grounds include outdoor seating areas and a bike room for storing personal transportation. The building was designed to ensure congruity with the surrounding buildings in the area and fits beautifully into the community. We are proud to share that the project was developed according to Earth Advantage Certification to ensure eco-friendly "green" standards.

Pallet Housing (10 units)
Stored on City Property
N Mtn / B St City Owned



RV Unitarian Universalist Church
Pallet Housing (3) FEMA
Rumor: Being Removed
Fatality This Winter - Jeffrey Glenn

Requirements - Portapotty 2 Garbage Can

Permanent Placement thru OHRA

Ashland.news (https://ashland.news)
Independent, Nonprofit Community News

February 4, 2023

Support Ashland.news (/donation/)

Sponsor Ashland.news (/sponsorship-guidelines/)

Ashland seeking new location for extreme weather shelter for use due to cold, heat or smoke

$1M state grant could pay for finding a place, but no ongoing source for operating costs has been identified

By Stephen Floyd, Ashland.news

The Ashland City Council has directed staff to identify a location for a new emergency shelter to house people in need during severe weather or similar disasters.

The city is working with a $1 million state grant to purchase or lease property that could be used during extreme heat, cold or smoke conditions, as well as during sudden emergencies such as wildfires.

City Manager Joe Lessard said the city has already identified around 15 properties that could be suitable, and at its meeting Tuesday, Jan. 17, the council directed staff to examine options in-depth and return with a recommendation.

Lessard said a property would ideally be selected within 30 to 60 days with the intent to open a new shelter by next winter, and his office is exploring multiple possibilities from leasing an existing building to purchasing a plot and building to suit.

"The churches have always been very gracious," said Reid, "and I'm sure they would actually continue to be very gracious, but essentially the outcome of the stakeholder feedback was the city needs to do more. The churches are overburdened at this time, and it's just harder for them to provide the level of volunteerism — including the buildings — for these purposes."

Lessard said staff have looked at properties the city currently owns, properties that are for sale, and properties that would be suitable for a shelter but are not on the market. He said one goal is to identify a property that would "mature over time" and be suitable for services beyond severe weather sheltering, such as the storage and distribution of emergency supplies and shelter for residents during a disaster.

"What we're really talking about is a health and public safety issue in terms of having shelter in any emergency," he said.

Seeking a long-term solution

City Council debate

Targeting Houseless

expulsion

expulsion

Punishing someone by sending them somewhere else

Evicting and forcing to leave

expulsion *noun* [C or U] (MAKE LEAVE)

(the act of) forcing someone, or being forced, to leave

WORDS RELATED TO EXPULSION

banishment, discharge, displacement, ejection, eviction, exclusion, ouster, purge, removal, suspension, boot, bounce, debarment, deportment, dislodgment, dismissal, dispossession, exile, expatriation, extrusion

Notice of Expulsion

Warning of Consequences

No person shall knowingly enter or remain in any park at any time in violation of a park expulsion order as issued and served upon the person in accordance to AMC 10.68.350. Entering a park in violation of an expulsion order constitutes Criminal Trespass in the Second Degree (ORS 164.245), which is a class C misdemeanor.

Appeal Process

The person receiving this notice may appeal within 10 days in accordance with AMC 2.30 to have written notice rescinded or the period shortened. The appeal notice shall specify the relief sought and the reason for said relief. The written appeal should be delivered to: City Recorder, 20 East Main Street, Ashland, Oregon, 97520.

The Hearing Officer shall uphold the expulsion if, upon de novo review, the preponderance of the evidence convinces the Hearing Officer that, more likely than not, the person in fact committed the crime or violation, and that the expulsion is otherwise in accordance with law. If an appeal of the expulsion is timely filed under AMC 2.30, the effectiveness of the expulsion shall be stayed, pending the outcome of the appeal. If the expulsion is affirmed, the expulsion shall be effective immediately upon issuance of the written decision and then shall commence and run for the specified number of days.

Expulsion Periods

Any peace officer, or park official or city code compliance officer may expel any person who violates any applicable provision of law in a city park from any or all city parks for a period of 30 days for any violation or for a period not to exceed the maximum jail period for any particular criminal offenses. If the person to be expelled from any park has been expelled from a city park on two or more occasions within two years before the date of the present expulsion for criminal offenses, the expulsion shall be for a period not to exceed 180 days.

CITY OF ASHLAND

ASHLAND POLICE DEPT.
1155 E. Main St.
Ashland, OR 97520
www.ashland.or.us

Tel: 541-482-5211
Fax: 541-488-5351
TTY: 800-735-2900

APD Form Rev 11/2015

Cruel & Unusual Punishment !!

Notice of Expulsion

(Case Number)

The following person:
Houseless Individual
(Last, First Middle)
[redacted]
(Date of Birth) (ID # / State)

(Sex) (Race) (Height) (Weight) (Hair) (Eyes)

Has been expelled from the following Ashland Park(s):

- ☐ Lithia Park, including the Calle Guanajuato extension area
- ☐ Skate Park
- ☒ Other(s) Railroad Park

The issuer is alleging that the person violated:

- ☐ Park Rules–Parks Commission Authority (AMC 10.68.030)
- ☐ Open Container of Alcohol (AMC 10.40.040)
- ☐ Liquor Prohibited (AMC 10.68.090)
- ☐ Using Marijuana in Public (ORS 475B.381)
- ☐ MIP Marijuana (ORS 475B.316)
- ☐ Camping Prohibited (AMC 10.46.020)
- ☐ Dog License Required (AMC 9.16.015)
- ☐ Dog Control Required (AMC 9.16.010)
- ☐ Skateboarding Equipment Violation (AMC 11.54.030)

☒ Other(s) 1068.080

(Date and Location of Violation)

The person is expelled from above listed parks between:

1/16/23 until 11:59pm on 2/15/23
(Date of issuance) (Date of expiration)

Issued by:

[illegible]
(Title and name of issuer who is a peace officer, park official, or city code compliance officer)

[illegible]
(Signature of issuer)

See reverse for warning of consequences and appeal process

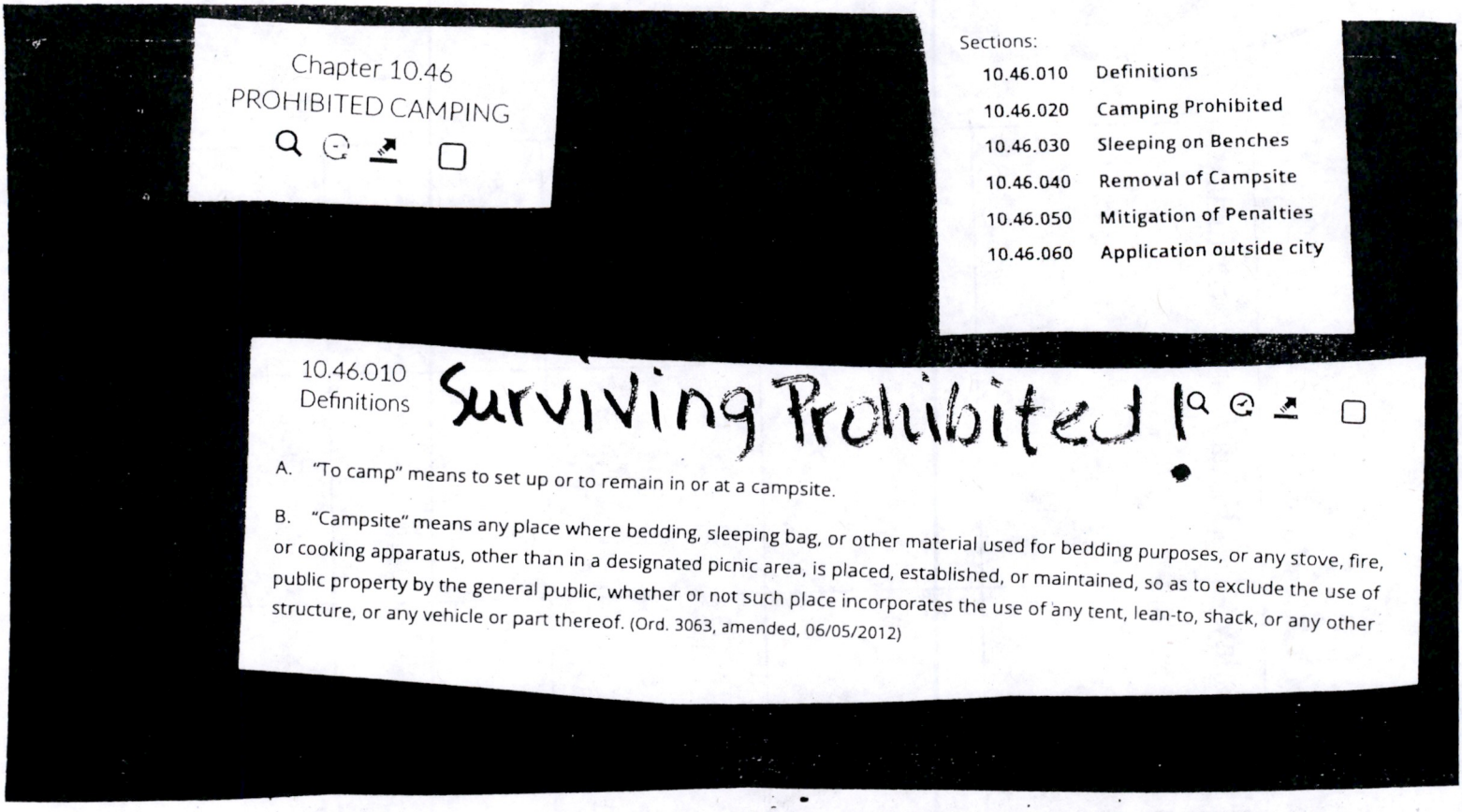
CITY OF ASHLAND
ASHLAND POLICE DEPT. Tel: 541-482-5211
1155 E. Main St. Fax: 541-488-5351
Ashland, OR 97520 TTY: 800-735-2900

10.68.080Posting Notices prohibited

A. No one shall erect on any pole or post or attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, fence railing, fountain, wall, post, structure or other device of any kind whatever, on any of the bases, statues, bridges, or monuments in any park without permission of the Park Commission.

B. 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 IV violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

on Violent offense - weather High Winds/Rain



ASHLAND MUNICIPAL CODE 10.46.020 Camping Prohibited:

A. No person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park, or any oth publicly owned property or under any bridge or viaduct, unless otherwise specifically authorized by this by the owner of the property, or by emergency declaration under AMC 2.62.030.

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Mu Code. Any violation of this section is a Class IV Violation. (Ord. 3137, amended, 2017; Ord. 3026, am 08/03/2010; Ord. 2972, amended, 11/04/2008)

ASHLAND MUNICIPAL CODE 10.46.040 Removal of Campsite:

A. Prior to removing the campsite, the City shall post a notice, 72-hours in advance. All posted notices s in English and Spanish. A City enforcement officer shall not issue a citation for violation of Chapter 10.4 citation would be issued within 200 feet of the notice (identified above) and within two hours before c the notice was posted.

B. At the time that a 72-hour notice is posted, the City shall inform a local agency that delivers social s to homeless individuals where the notice has been posted.

C. The local agency may arrange for outreach workers to visit the campsite where a notice has been po assess the need for social service assistance in arranging shelter and other assistance.

D. All personal property shall be given to the police department whether 72-hour notice is required or n property shall be stored for a minimum of 60 days during which it will be reasonably available to any inc claiming ownership. Any personal property that remains unclaimed for 60 days may be disposed of cor with state law and AMC 2.44 for disposition of found, lost, unclaimed or abandoned property, as applica

JANUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Martin Luther King Jr. Day	17	18	19 Emergency Shelter	20 Emergency Shelter	21 Emergency Shelter
22 Emergency Shelter Lunar New Year	23	24	25	26	27	28 Emergency Shelter
29 72 hr notice Emergency Shelter	30 Emergency Shelter	31 Emergency Shelter				

FEBRUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 72 hr notice	2 Groundhog Day	3 72 hr notice	4
5	6	7 72 hr notice	8	9 72 hr notice	10	11 Emergency Shelter
12 (last minute) Emergency Shelter	13 72 hr notice Emergency Shelter	14 Emergency Shelter Valentine's Day	15 Emergency Shelter	16 72 hr notice Emergency Shelter	17 Emergency Shelter	18
19 72 hr notice	20 Presidents' Day	21 Emergency Shelter	22 Emergency Shelter Ash Wednesday	23 72 hr notice Emergency Shelter	24 Emergency Shelter	25 Emergency Shelter
26 Emergency Shelter	27 Emergency Shelter	28 Emergency Shelter				

JANUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Martin Luther King Jr. Day	17	18	19 Emergency Shelter	20 Emergency Shelter	21 Emergency Shelter
22 Emergency Shelter Lunar New Year	23	24	25	26	27	28 Emergency Shelter
29 72 hr notice Emergency Shelter	30 Emergency Shelter	31 Emergency Shelter				

MARCH 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Instability!			1 Emergency Shelter	2 Emergency Shelter	3 72 hr notice Emergency Shelter	4 Emergency Shelter
5 Emergency Shelter	6 Emergency Shelter	7 72 hr notice Emergency Shelter	8 Emergency Shelter Holi	9 (Lice) Emergency Shelter	10 Closed/re-opened Emergency Shelter	11 72 hr notice
12 Daylight Saving Time	13	Heavy Snow Day 14 Emergency Shelter (2 hr notice)	15 Emergency Shelter	16	17 St. Patrick's Day	18
19 72 hr notice	20 First Day of Spring	21	22 72 hr notice Emergency Shelter Beginning Of Ramadan	23 Emergency Shelter	24 Emergency Shelter	25 72 hr notice Emergency Shelter
26 Emergency Shelter	Police-Fire 27 Ambulance at Emergency Shelter	28 72 hr notice	29	30	31	

FAIR HOUSING COUNCIL OF OREGON

CALLING ALL HOUSING AND SOCIAL SERVICE PROVIDERS!

EXHIBITORS NEEDED FOR THE HOUSING HELP FAIR

APRIL 15, 2023 9:00 AM – 5:00 PM
MEDFORD PUBLIC LIBARAY 205 S CENTRAL AVE, MEDFORD, OR 97501

Join the Fair Housing Council of Oregon and our community partners at the first annual Housing Help Fair at the Medford Public Library in celebration of Fair Housing Month! The goal for this event is to bring together local social service providers, especially those who provide housing navigation and rental/utility assistance, to educate the community about resources available in the region. Registration deadline March 20, 2023 at 4:00 PM.

Who should register?

Organizations and agencies who provide...

- Housing Services/Education
- Rental/Utility Subsidies
- Health and Wellness Education
- Resources for Individuals and Families with Low Incomes

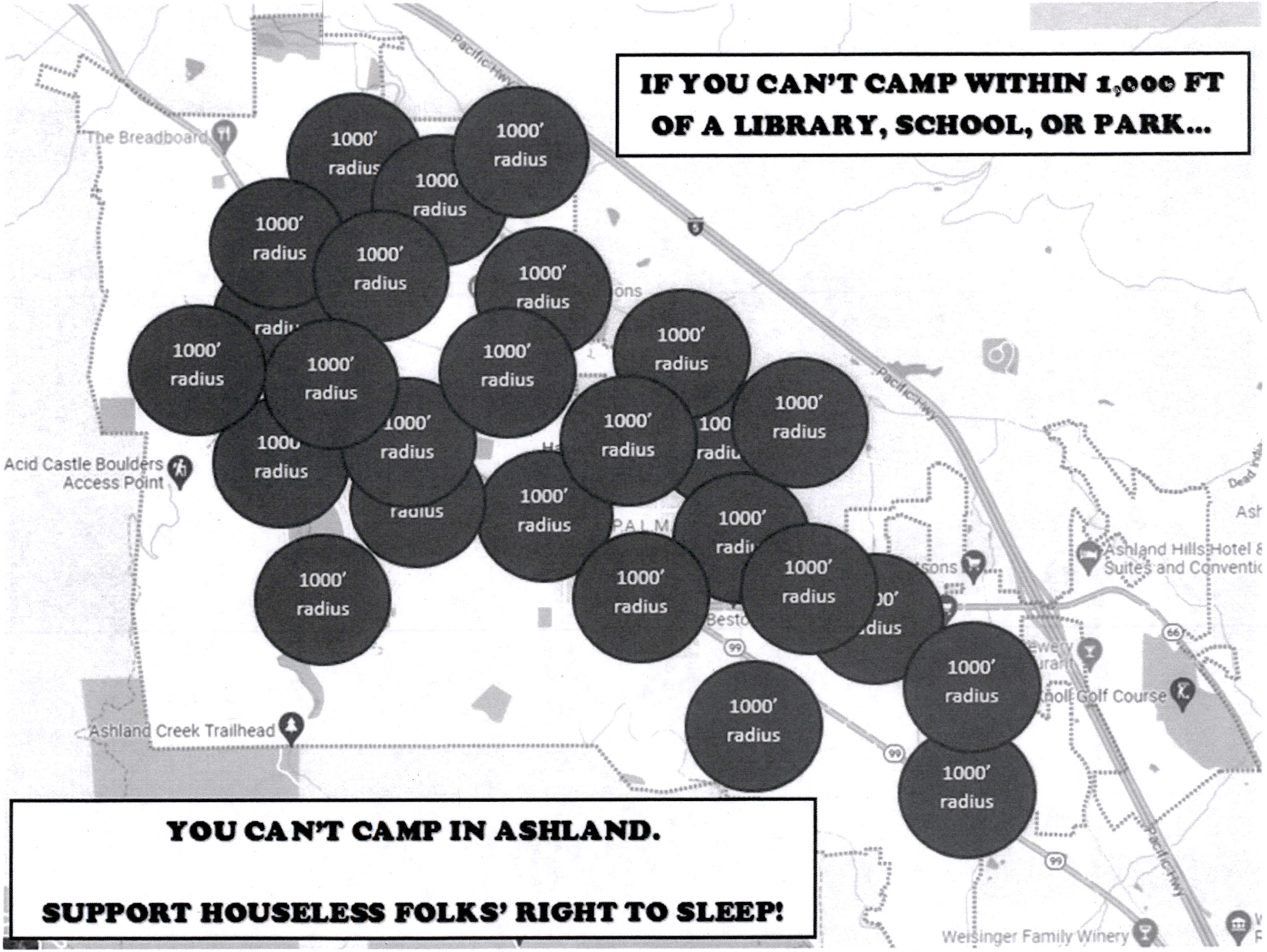
Spanish Interpretation Available for Morning and Lunch Presentations

Flow of the day:

9:00 AM – 10:00 AM Set Up
10:00 AM – 10:45 AM Welcome and Direct Guests to Tabling
10:45 AM – 11:45AM Morning Presentation, Tenant Rights or Rental Readiness (TBA)
11:45 PM – 3:00 PM Lunch Service Available
12:45 PM – 2:00 PM Lunch Presentation, Housing Authority of Jackson County, Housing Choice Vouchers
2:00 PM – 4:00 PM Tabling Continued and 20 Minute Housing Help Tables
4:00 PM – 5:00 PM Clean Up

Register Here!
tinyurl.com/ExhibitorHHF2023

Contact: Jamie Gatewood
jgatewood@fhco.org
503-223-8197 Ext 121


IF YOU CAN'T CAMP WITHIN 1,000 FT OF A LIBRARY, SCHOOL, OR PARK...
1000' radius
The Breadboard
Acid Castle Boulders Access Point
Ashland Creek Trailhead
Ashland Hills Hotel & Suites and Conventic
Golf Course
Weisinger Family Winery
Pacific Hwy
YOU CAN'T CAMP IN ASHLAND.
SUPPORT HOUSELESS FOLKS' RIGHT TO SLEEP!

I wish I could take full credit for what I am saying here, but in fact most of these words come from a friend who asked me to talk to you.

Many folks who would love to live in Ashland, and spend money in Ashland....Can Not. Everyone here knows why that is. Ashland does not have affordable housing, so people are living in tents like refugees. Which they are, in our town. The Governor of Oregon has declared her first priority is affordable housing. The people living in tents all around town, sometimes here in front of where we are now.... ...These are the people who are protesting to try to bring this to our attention.

Affordable housing is what we actually need. That is what this Council and Administration should be putting in front of the voters and asking us to support. The 73% of the Food & Beverage tax that PARKS is in a hurry to get and dreams of spending on land acquisition and on Capital Improvement Projects (CIP) , should go toward something we actually need.

Voters should not be asked to vote for money for things the economically advantage want—- such as mountain bike tails, a pump track and the oversized pool Parks yearns to build. I have attached a copy of Director Black's CIP Project list 23/25 that he presented at the APRC Special meeting of 2/21/23. It has a stunning total of just under $17 Million dollars. And this doesn't include land buying totals.

My family and many in Ashland would love a brand new shiny pool but the point is..we need housing FIRST..... Then if there is money left or we can get a grant we can improve and rehab the pool we have. We should be voting on essentials needs for the under resourced, underserved and economically disadvantaged just surviving day by day.

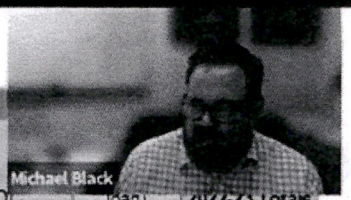
Please let's work together to get our priorities straight.

Susan Hall RN et al.
Ashland
4/4/23

4/4/23 Susan Hall PH ORD 3220 F+B Tax

Mail 7:56 AM Tue Mar 21

SUSAN HALL – 4/4/23



Description	2023/25 Budget Proposal	FY 2023/24 F&B	SDC	Other (grant/ loan)	2019-20 Totals	F&B	SDC	loan)	2022-23 Totals
Dept Payments (Calle, Briscoe, Garfield)	374,734	187,687			187,687	187,047			187,047
Real Estate Acquisition	384,878	-	234,878		234,878		150,000		150,000
Repair Perozzi Fountain @ Lithia Park	650,000	-		650,000	650,000			-	-
Japanese Garden	100,000	-		50,000	50,000			50,000	50,000
Daniel Meyer Pool Rebuild	10,200,000	2,200,000			2,200,000			8,000,000	8,000,000
East Main Park Development	1,341,100	400,000		941,100	1,341,100				-
Kestral Park Bridge	700,000	150,000		550,000	700,000				-
Lithia Park Improvements	300,000	75,000		75,000	150,000	75,000		75,000	150,000
All Parks Master Plan	150,000	150,000			150,000				-
Mace Property Trail	-	-			-				-
Building Maintenance (sinking/depreciation facilities fund)	300,000	150,000			150,000	150,000			150,000
Oak Knoll Golf Course Improvements	550,000	550,000			550,000				-
TID Improvements	100,000	50,000			50,000	50,000			50,000
Ashland Creek Park Basketball Court	100,000	-			-	100,000			100,000
Parking Lot/Road/Sidewalk Repairs in Parks	300,000	150,000			150,000	150,000			150,000
Capital Outlay	350,000	175,000			175,000	175,000			175,000
General Maintenance Trx to GF (sinking/depreciation equipment fund)	845,090	422,545			422,545	422,545			422,545
ICC Irigation Control	200,000	100,000			100,000	100,000			100,000
Total	16,945,802	4,760,232	234,878	2,266,100	7,261,210	1,409,592	150,000	8,125,000	9,684,592

CIP PROJECT LIST 23/25

2023-02-21 19:16:33

APRC Special Meeting, February 21, 2023

33 views 3w ago ...more

A Ashland Parks & Recreation Commission 7

Subscribe

0 Share Download Save

Capital Improvement Program - 2023-2025 Biennium

Master Planning

Capital Improvement Plan-Overview

- Capital Planning "The Roadmap"
  - Utilize **Master Plans**
    - Identify System Needs – 20 Year Window
    - Define Level of Service Goals
    - Prioritize – Regulatory, Life Cycle, Deficiency, Capacity
      - Reduce Risk and Increase Resiliency
  - Update every 7-10 years
    - Include Council Goals and Priorities
    - Assess Regulatory Changes
    - Assess Changes in Growth and Development
    - Finances
  - Evaluate and Make Appropriate Changes Every Budget Cycle
  - Layer Project Priorities
    - Assess Utility Components with Street Improvements

Better Together

Master Planning

Capital Improvement Plan-Overview

- Capital Program 2-year, 6-year
- Budgeting – 2023/25 Budget Biennium
  - 2-year appropriation; forecast spending
    - Staffing Levels
  - Distinct Council Project Approvals
    - Master Plans
    - CIP Adoption
    - Budget Adoption
    - Rate Analysis & Project Funding
    - Feasibility Studies
    - Preliminary Engineering
    - Final Engineering
    - Construction & Construction Administration

Better Together

CIP Affordability

Capital Improvement Plan-Affordabilit

- Utility Affordability Metrics
  - Utility Bill - 6-10% of income
    - Street , Storm, Wastewater, Water, Electric, Internet, Trash, Natural Gas
- Rate Analysis – Based on Adopted CIP and Budget Requirements
- Utility Assistance Programs –Updates

Utility Bill Affordability Analysis

2021 Median Household Income	$	5,303.42
2% of Median Household Income Per Utility		

Last Update	Utilities	Monthly Rate	% of Median Income
2019	Street Utility Fee	$ 9.56	0.18%
2021	Storm Drain Utility Fee	$ 5.44	0.10%
2019	Wastewater (average)	$ 54.20	1.02%
2019	Water (average)	$ 59.36	1.12%
2021	Electric (average)	$ 76.88	1.45%
2021	Ashland AFN	$ 65.00	1.23%
2022	Recology	$ 22.67	0.43%
N/A	Natural Gas	$ 56.00	1.06%
	Totals	**$ 349.11**	**6.58%**

2019 Water Rc

Impact of Rates on Household

Item
Ashland Median Household Inco
CURRENT Water Bill 3/4" using 1
Water Bill as % of Ashland MHI
2019-20 Water Bill 3/4" using 1,(
Water Bill as % of Ashland MHI
Water Rates @ 2.0% of MHI [2]

Source: US Census.

[1] 2017 5-year American Communit

[2] Per EPA guidelines a typical wate a typical water bill greater than 2

Better Together

CIP Narratives

Capital Improvement Plan-Narrative B

- Project Description
- Project Cost & Funding
- Project Timing & Duration

- 2 – Year Narrative Book
  - 2/6 year spreadsheets

Street Fund – Roadway

Project Name: **Clay Street (300' North of Takelma to Siskiyou Blvd)** Proj

Total Project Cost: **$5,048,314** Durati

	FY22	FY23	FY24	FY25	FY26	F
Expenses:						
Design						
Construction						
Revenues:						
Fees						
SDCs						
Grant	$1,500,000	$3,035,814				
Other	$512,500					

Anticipated Long Term Expenses: Project is completely grant funded with Jackson Coun required match (other*). After completion the improvement will become part of the str costs will include overlay's as required for a pavement preservation program.

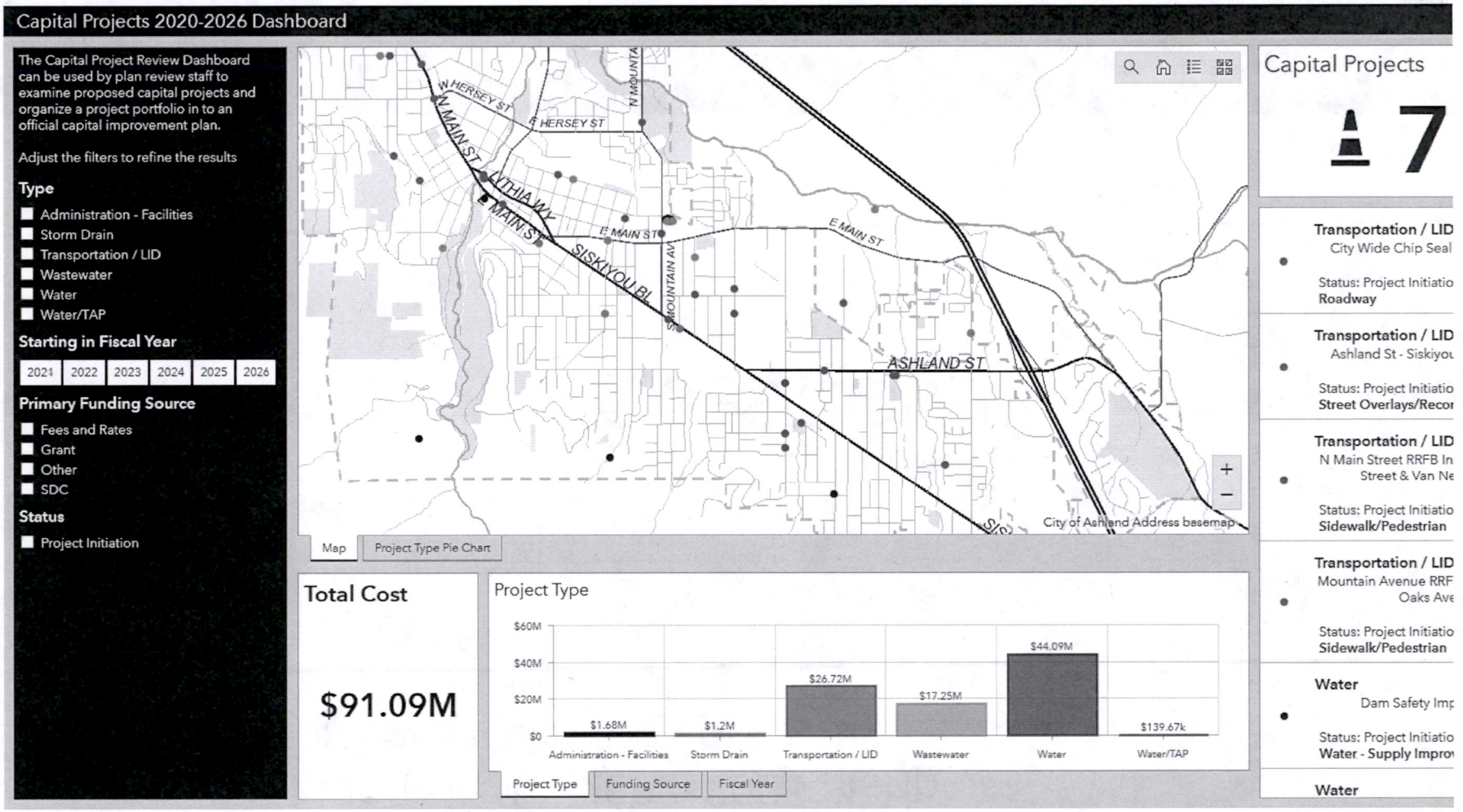
Description: Middle Clay Street is currently under Jackson County jurisdictional control improved to a typical City standard. Jackson County and the City of Ashland coordinated effort to fully improve middle Clay Street to its designated City standard in conjunction jurisdictional ownership of the roadway from the County to the City. Middle Clay Street feet wide road with no bike or ped facilities. The street serves low, medium and high-d city park and a private elementary school, and connects the neighborhood to Ashland S Blvd. The purpose of the project is to add bike and pedestrian facilities with curb, gutte underground drainage to facilitate the addition of the bike and pedestrian facilities. Sid be added to the northern approximately 40' of Faith Ave to provide a sidewalk connecti

CAPITOL IMPROVEMENTS PROGRAM

Better Together

CIP Dashboard

Capital Improvement Plan-Dashboard



Better Together

Next Steps

- Update Water and Wastewater Rate Models
- Departmental Budget requests for appropriations in the 2023-2025 Biennium Budget for 2-year CIP projects

QUESTIONS?

Next Steps

Street Fund		FY24		FY25
People	$	1,243,627	$	1,293,078
M&S	$	2,676,016	$	3,093,580
Capital	$	8,330,620	$	7,150,000
Totals	**$**	**12,250,263**	**$**	**11,536,658**
Revenue (utility fee)	$	1,660,000	$	1,700,000
Gas Tax	$	1,640,000	$	1,650,000
F&B (Franchise)	$	1,000,000	$	1,490,000
Grants				
Total Revenue	$	4,300,000	$	4,840,000
P+M&S	**$**	**3,919,643**	**$**	**4,386,658**
Capital	**$**	**8,330,620**	**$**	**7,150,000**
Total Fund	**$**	**12,250,263**	**$**	**11,536,658**
Revenue - Total	**$**	**(7,950,263)**	**$**	**(6,696,658)**
Revenue - P+M&S	**$**	**380,357.00**	**$**	**453,342**
Street Debt	$	81,563	$	81,563

Better Together

Council Business Meeting

April 18, 2023

Agenda Item	Grant Application for Unhoused Emergency Shelter	
From	Lind Reid	Housing Program Manager
Contact	Linda.reid@ashland.or.us 541-552-2043	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Staff is requesting authorization to prepare and submit an application requesting funding for the acquisition of property within Ashland that could readily be renovated to provide shelter beds and accommodation for unhoused families. Renovations may include installation of a commercial kitchen, laundry facilities, accessibility improvements, showers, and the installation of sprinkler systems necessary for overnight accommodation. The formal application would include a request for funding sufficient to cover the costs of site acquisition, renovation costs, and additional funding to cover the operating costs through the term of the grant in coordination with a nonprofit service provider.

POLICIES, PLANS & GOALS SUPPORTED

2020-2024 Consolidated Plan for Use of CDBG funds

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland is involved in the implementation of Emergency Order 23-02, a Governor's emergency order aimed at addressing homelessness. The funding for this program is being provided through Continuums of Care (CoC), which is expected to be administered by the CoC lead agency, ACCESS Inc.

The State has provided guidance for how the funding is to be utilized. The State is asking the Jackson County CoC to utilize the funding to develop 67 new shelter beds and rehouse at least 133 currently unsheltered households, with a total of $8.8 million awarded to achieve these goals. The State expects the funding to be completely expended on eligible activities by Jan. 11, 2024. The State has indicated that there is no offer or guarantee of ongoing State funding to operate newly acquired facilities or initiated programs beyond the Jan. 11th deadline. The City of Ashland is represented in the Multi-Agency Coordination (MAC) group, which is responsible for the administration of the funding, but as a potential applicant for funding would not be represented on the Jackson County CoC award selection committee. The City has submitted a Letter of Interest to indicate the City will be prepared to submit an application for funding in support of an Emergency Shelter proposal.

The MAC group will issue a request for proposals (RFP) and advertise it through a public process to ensure transparency and inclusion. The RFP is expected to be issued the week of April 17th with the formal application due two weeks after issuance. In order for City Staff to respond to the RFP and submit an application in the limited timeframe presented, the Council will need to authorize the application for competitive State funding through the anticipated RFP process to establish an emergency shelter in Ashland in compliance with the State priority use for the funding.

The grant contracts are expected to be executed, and the funding will be available to the CoC by April 28th. More information about Emergency Order 23-02 funding and process can be found on the Oregon Housing and Community Services website. https://www.oregon.gov/ohcs/Pages/housing-eo.aspx

FISCAL IMPACTS

The City is not required to provide any matching funds for this grant application; however, the City does have unallocated funding from The State Department of Administrative Services Grant under Senate Bill 5561 that could support this activity if needed.

DISCUSSION QUESTIONS

Not Applicable

SUGGESTED NEXT STEPS

Staff recommends that the Council authorize staff to prepare and submit an application for grant funding to acquire and renovate a building to be used for sheltering purposes and to contract with a service provider to oversee the operations of the shelter. However, it is important to note that in the event the City is awarded the competitive grant funds, the City Council will still need to authorize the acceptance of the grant as recommended by staff.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to authorize staff to prepare and submit an application for grant funding to acquire and renovate a building to be used for sheltering purposes, and to contract with a service provider to oversee the operations of the shelter.

Council Business Meeting

April 18, 2023

Agenda Item	Community Development Block Grant Award and Public Hearing	
From	Lind Reid	Housing Program Manager
Contact	Linda.reid@ashland.or.us 541-552-2043	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

The City of Ashland received three proposals for the award of Community Development Block Grant funds for the 2023 Program year. The Housing and Human Services Advisory Committee reviewed the proposals on March 23, 2023, and has forwarded recommendations for the Council's consideration.

The City of Ashland has a total of $**168,171** in Community Development Block Grant (CDBG) funding to award to eligible activities. This amount includes $143,660 in newly available funds and the balance of $22,228 in reprogrammed funding from a prior activity that failed to expend the full award as well as $2,283 in unallocated funds from a prior year. The City of Ashland will be receiving an annual allocation of $179,575 CDBG for the 2023 Program Year. Of that amount the City will reserve 20%, or $35,915, for administrative costs and $143,660 is available for eligible projects as noted above. The award of CDBG funds to public service activities is limited to 15% of each year's annual allocation, therefore the City can award up to **$26,936** to public service activities for the 2023 program year.

The City of Ashland Housing and Human Services Advisory Committee held a public hearing on March 23, 2023, to review the grant requests and make a recommendation to forward to the City Council for consideration. The Council will make the final award selections at a public hearing scheduled for April 18, 2023. Staff's eligibility assessment of each of the proposals received, and recommendations regarding the allocation of the 2023 CDBG funds are provided on the following pages.

Proposals Received: The City of Ashland has received three applications for the competitive 2023 CDBG funds. The applications received are attached and include the following:

- **Maslow Project - $25,000** requested to continue to provide case management in the elementary, middle, and high schools, providing outreach to high-risk homeless youth and providing resources for immediate needs, case management to keep youth engaged in school and to promote stability and self-sufficiency for the homeless youth and their families, as well as to provide temporary housing to homeless youth and families engaged in services or impacted by wildfires. (Public Service Activity)
- **Options For Helping Residents of Ashland (OHRA) - $27,884** requested to provide navigation services and resources to unhoused and those at risk of losing their housing.
- **Options For Helping Residents of Ashland (OHRA) - $170,947** requested to install a commercial kitchen to provide meals for residents of the shelter.

The funds will be available upon HUD's approval of the 2023 Action Plan, and upon the completion of any regulatory requirements including but not limited to environmental review clearance. Upon completion of the Action Plan a public hearing for review and approval will be held by the Housing and Human Services Advisory Committee to ensure consistency with the awards designated by the City Council. HUD must review the annual Action Plan submitted by the City to ensure the activities funded are consistent with federal requirements, and with Ashland's Consolidated Plan for use of CDBG funds.

The Housing and Human Services Advisory Committee reviewed the CDBG applications at its regular meeting on March 23rd. Both the staff and the Housing and Human Services Advisory Committee recommendations are provided in the recommendations section below. Staff's evaluation criteria are detailed more fully in the attached evaluation.

POLICIES, PLANS & GOALS SUPPORTED

2020-2024 Consolidated Plan for Use of CDBG funds

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland is an entitlement jurisdiction and receives a direct allocation of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD). The City of Ashland provides Community Development Block Grant funds to eligible affordable housing providers and non-profit organizations for capital improvement and public service projects within the City of Ashland.

Public Service Projects: 15% of the overall annual allocation is available for public service activities. One applicant, Maslow Project, has applied for an amount less than is available under the current allocation. Consequently, both staff and the Housing and Human Services Advisory Committee is recommending funding the Maslow Project application at the requested level.

Capital Projects: The City received one capital project proposal, OHRA Project Turnkey Remodel. The proposed remodel activities qualify as eligible uses of CDBG funds, the project is ready to proceed and would be able to expend the funds in a timely manner thereby allowing the City to expend some of the capital funds quickly. Both the timeline for completion and the budget for the activity is well thought out and achievable. Matching funds have been identified and secured, and the project serves an eligible population with a documented and prioritized need.

The City Council is to evaluate the three proposals requesting regular CDBG program funds. Upon review of the proposals, and after taking public testimony at a public hearing, the Council shall award funding to the selected applicant(s).

FISCAL IMPACTS

The CDBG program is funded by Federal grants through HUD and no City of Ashland funds will be used for CDBG activities. In addition, 20% of the annual grant award will be made available to cover administrative costs associated with carrying out grant administration and CDBG program requirements.

Any Community Development Block Grants that are not awarded at this time would remain available for distribution through the 2023 annual award cycle or may be used to support eligible actives as directed by the City Council over the coming year.

DISCUSSION QUESTIONS

[Provide somewhat of an outline of the progression of the questions that will assist Council in stepping through the issue. This could include "if/then" format, or other groupings depending on the topic]

SUGGESTED NEXT STEPS

Staff recommends award of the 2023 Regular CDBG funding as follows:

- Public Service Activities: Staff is equally amenable to fully funding one project or partially funding both projects by either splitting the funding equally, or any division of funding between the two organizations utilizing the full amount of public services funding available.
- Capital Projects: City staff would recommend funding the OHRA Commercial Kitchen project with conditions.

Staff's recommendations are based on evaluation of CDBG eligibility, the City's five-year Consolidated Plan Goals, agency experience and capacity, and readiness to proceed.

The Housing and Human Services Advisory Committee Recommendation:

The Housing and Human Services Commission's recommendation is consistent with the staff's recommendation. The Housing and Human Services Advisory Committee recommends award of the 2023 CDBG funds as follows:

- $15,000 to Maslow Project School Based Services
- $11,936 to Options for Helping Residents of Ashland Navigation Services
- $141,235 to Options for Helping Residents of Ashland Commercial Kitchen Project

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to direct staff to draft the 2023 Annual Action Plan for the use of Community Development Block Grant funds reflecting the award of CDBG funding for the 2023 Program year as follows:

- $_____ to Maslow Project School Based Services
- $_____ to Options for Helping Residents of Ashland Navigation Services
- $_____ to Options for Helping Residents of Ashland Commercial Kitchen Project

REFERENCES & ATTACHMENTS

Atch1-Staff evaluation March 23, 2023
Atch2-Maslow-School Based Services Proposal
Atch3-Options for Helping Residents of Ashland-Navigation Services Proposal
Atch4-Options for Helping Residents of Ashland-Commercial Kitchen Proposal
Housing and Human Services Commission Meeting Minutes, March 23, 2023

CITY OF
ASHLAND

Staff Evaluation

To: Ashland Housing and Human Services Advisory Committee
Title: Community Development Block Grant (CDBG) 2023 RFP
Date: March 23, 2023
Submitted by: Linda Reid, Housing Program Specialist

The City of Ashland has a total of $**168,171**in CDBG funding to award to eligible activities. This amount includes $143,660 in newly available funds and the balance of $22,228 in reprogrammed funding from a prior activity that failed to expend the full award as well as $2,283 in unallocated funds from a prior year. The City of Ashland will be receiving an annual allocation of $179,575 in Community Development Block Grants (CDBG) for the 2023 Program Year. Of that amount the City will reserve 20%, or $35,915, for administrative costs and $143,660 is available for eligible projects as noted above. The award of CDBG funds to public service activities is limited to 15% of each year's annual allocation, therefore the City can award up to **$26,936** to public service activities for the 2023 program year.

The City of Ashland has received one application for capital funding (the entire amount of funding is eligible for capital projects). The city received two applications for public service funding (which can be 15% of the total allocation).

The City of Ashland Housing and Human Services Commission will hold a public hearing on March 23, 2023, to review the grant requests and make a recommendation to forward to the City Council for consideration. The Council will make the final award selections at a public hearing scheduled for April 18, 2023. Staff's eligibility assessment of each of the proposals received, and recommendations regarding the allocation of the 2023 CDBG funds are provided on the following pages.

Proposals Received

Organization	Proposed Project	CDBG Funds Requested	Goal	Consolidated Plan Goal
Maslow Project	Encourage stability, self-sufficiency, and school	$25,000	Homeless Goals: Provide access to basic needs, information, and referral. Provide case	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

	achievement for homeless youth. ***Public Service**		management and housing to improve stability to approximately **100** identified homeless youth ages 0-24.	Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
Options For Helping Residents of Ashland	Provide navigation services and resources to unhoused and those at risk of losing their housing.	$27,884	Homeless Goals: Provide housing assistance and resources to 50 households to move them from homelessness into housing, provide services to 50 housing threatened households to assist them to remain housed.	Public service activities other than Low/Moderate Income Housing Benefit: 480 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted

CDBG Capital Proposals Received

Organization	Proposed Project	CDBG Funds Requested	Goal	Consolidated Plan Goal
Options For Helping Residents of Ashland	Purchase of a self-contained commercial kitchen to provide meals for residents of the shelter.	$170,947	Public Infrastructure: Provide resources to support homeless populations residing in shelter, by providing 60 meals a day to the estimated 180 residents served annually at the OHRA Shelter	Public Facility or infrastructure activities other than Low-Mod Housing benefit: 100 Persons Assisted

Funding Requested/Available

A total of $168,171 in regular CDBG funding is available to distribute to eligible recipients for projects meeting the CDBG national objectives, and which are consistent with the City of Ashland 5-year Consolidated Plan.

These CDBG funds from the regular cycle will be available upon approval of the 2023 Action Plan, and upon the completion of any regulatory requirements including but not limited to environmental review clearance. Upon completion of the Action Plan a public hearing for review and approval will be held before the Housing and Human Services Commission to ensure consistency with the awards designated by the City Council. The U.S. Department of Housing and Urban Development (HUD) must review the annual Action Plan submitted by the City to ensure the activities funded are consistent with federal requirements, and with the local Consolidated Plan. The City will reserve the right to award more or less than this estimate dependent on the final entitlement amount authorized by Congress and the Department of Housing and Urban Development.

Assessment Criteria

Staff has assessed the proposals to determine whether they meet the Federal CDBG regulations and address the priorities identified within the City of Ashland 5-year Consolidated Plan.

Three areas are evaluated for each proposal regarding compliance with federal regulations.

- Projects must meet the National Objective of the Community Development Block Grant Program.
- All CDBG funded projects must be an "eligible" use under the Community Development Block Grant Program.
- If a project meets all federal requirements and is selected for award, then federal regulations must be met throughout the course of the project.

Some examples of federal regulations which pertain to Community Development Block Grant funded projects are: all projects funded in whole or in part, with CDBG dollars require an environmental review in accordance with the National Environmental Policy Act (NEPA). Certain construction projects must use federal Davis-Bacon wage rates. Housing involving structures built prior to 1978 must be tested for the presence of Lead Based Paint and if found steps to mitigate Lead Based Paint must be taken. Any project involving the displacement of residents or businesses as a result of the federally funded project are entitled to assistance under the Uniform Relocation Act. Most importantly the beneficiaries from the application of CDBG funds must qualify as eligible populations under the Federal requirements for the CDBG program. Areas of concern are described for each proposal received. The Housing and Human Services Commission and the City Council can only award CDBG funds to projects that can meet all federal requirements and meets an objective as outlined in the City's 5-year Consolidated Plan.

Priorities within the City of Ashland's 5-year Consolidated Plan are given a priority ranking of High, Medium, or Low. The rankings are intended to assist in directing CDBG funds to the greatest needs. In cases where there are competing projects for limited funds, the projects(s) that are ranked the highest will be funded.

Public Service Proposal Evaluation

Maslow Project-School Based Services for Ashland Homeless Youth

Staff has reviewed the Maslow Project, School Based Services for Ashland Homeless Youth Proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland 2020-2024 Consolidated Plan. Maslow Project requested $25,000 in Public Service Grant funds to continue to support a case manager in the elementary, middle, and high schools, providing outreach to high-risk homeless youth and providing them with immediate needs, case management to keep youth engaged in school and promote stability and self-sufficiency for the homeless youth and their families, and to provide temporary housing to homeless youth and families engaged in services.

- This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective; homeless populations are a presumed benefit population under the CDBG program.
- Services to homeless and at-risk populations are an eligible use of CDBG funds.

- Maslow's proposal expects to provide services and housing to 100 identified homeless school children currently enrolled in the Ashland School District.
- Maslow Project has proven capacity to administer CDBG grant funds-this would be Maslow's eighth year of undertaking this activity in Ashland.
- Staff finds that Maslow Project's proposal is consistent with goals identified in the City of Ashland's 5-year Consolidated Plan.

Staff sees that Maslow Project's proposal is an eligible use of CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5-year Consolidated Plan. This activity assists in the prevention of homelessness for low-income households. Maslow has successfully administered this program within the Ashland School District for the past five years. Furthermore, this project meets and exceeds the 10% leverage requirement of the City of Ashland's CDBG program and leveraging funding from other sources.

Options for Helping Residents of Ashland-Navigation Services

Staff has reviewed the OHRA Navigation Services Proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland 2020-2024 Consolidated Plan. OHRA requested $27,884 in Public Service Grant funds to continue to support case management and navigation services for homeless populations, and those at risk of becoming homeless by providing them with case management and resources to obtain and maintain housing.

This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective; homeless populations are a presumed benefit population under the CDBG program.

- Services to homeless and at-risk populations are an eligible use of CDBG funds.
- OHRA's proposal expects to provide services and housing to 100 homeless and at-risk households over the course of the program year.
- OHRA has proven capacity to administer CDBG grant funds.
- Staff finds that OHRA's proposal is consistent with goals identified in the City of Ashland's 5-year Consolidated Plan.

Capital Improvement Proposals

Options for Helping Residents of Ashland-Commercial Kitchen addition.

Staff has reviewed the Options for Helping Residents of Ashland's (OHRA) Commercial Kitchen addition to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland 5-year Consolidated plan. OHRA has requested $170,947 to purchase a self-contained commercial kitchen to be placed at the OHRA center to serve homeless populations residing at the shelter.

- This project proposal qualifies under the Low-Moderate Income (LMI) (presumed) (presumed) benefit national objective.
- Modifications to a facility to support a homeless shelter and resource center is an eligible capital improvement activity.
- OHRA expects to be able to provide 60 meals per day to approximately 180 residents each year with the addition of a commercial kitchen.

- Staff finds that OHRA's proposal is consistent with the goals identified in the City of Ashland's 5-year Consolidated Plan.

Staff sees that OHRA's proposal is an eligible use of CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5-year Consolidated Plan. This activity assists an eligible population in serving homelessness residents of the shelter. Further this project meets and exceeds the 10% leverage requirement of the City of Ashland's CDBG program.

STAFF RECOMMENDATIONS

Staff's recommendations are based on evaluation of CDBG eligibility, the City's five-year Consolidated Plan Goals, agency experience and capacity, and readiness to proceed.

Public Service Projects: The City received two public service project proposals. Both organizations, Maslow Project and OHRA have successful track records of providing resource referrals and, case management to homeless populations and those at risk of homelessness. Both OHRA and the Maslow Project's proposed activities would continue to provide needed services to alleviate and prevent homelessness. Both OHRA and Maslow Project have the experience and capacity to administer CDBG grant funds and have exceeded the matching requirements of the grant. Staff understands that both projects are needed and are effective strategies for addressing and preventing homelessness, and that both organizations provide needed and valuable service to the community. Staff is equally amenable to fully funding one project or partially funding both projects by either splitting the funding equally, or any division of funding between the two organizations utilizing the full amount of public services funding available.

Capital Projects: The City received one capital project proposal, OHRA's Kitchen Addition project. The project qualifies as eligible uses of CDBG funds, the project easy to implement and would be able to expend the funds in a timely manner. City staff would recommend funding the project contingent upon several items:

- A more detailed budget the breaks out estimated cost for the self-contained kitchen unit, costs for site preparation, delivery, and installation costs as well as an estimate of the SDC credits mentioned in the budget attached to the application.
- The inclusion of a site map showing that the location of the improvement is outside of physically constrained lands including floodplains, wetlands, and water resource protection areas, extension of the utilities and other site improvements as needed.
- Agreement that OHRA will make available use of the commercial kitchen to the City in instances of a community wide emergency declaration, the terms of such use would be incorporated into the grant agreement for a reasonable period, not longer than the terms of the CDBG program requirements.
- Provided OHRA is able to apply for building permits before the expiration of HB 2006, on July 1, 2023. Until that date, emergency shelters and ancillary uses are not subject to land use requirements.

Council Business Meeting

April 18, 2023

Agenda Item	Acquisition of the Palen Property (Taxlot 391E16 - 600) for the Open Space Park Program	
From	Michael Black	APRC Director
Contact	Michael.black@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before Council is a request for the acquisition of the Palen property (Tax lot 391E16 - 600) and dedication of the property as Open Space and Park Program Inventory, consistent with Article 19a "Open Space Park Program" of the Ashland City Charter.

POLICIES, PLANS & GOALS SUPPORTED

Maintain and expand park, recreational, and educational opportunities; provide high quality, efficient and safe services with positive experiences for guests and other participants while maintaining community participation in the decision-making processes and protecting the environment.

This property is identified for acquisition within the City of Ashland Master Plan within the Parks, Trails, and Open Space Program.

APRC Goal

- *Continue to improve and develop our watershed ped and MTB trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.*

Council Priority

- *Economic Development including development of eco-tourism like trails*

BACKGROUND AND ADDITIONAL INFORMATION

The purchase of the Palen Property is a significant trails and open space property acquisition for the Ashland Parks and Recreation Commission (APRC). It will be the final piece in securing a perpetual trail connection through the Alice in Wonderland Trail Corridor (Palen property connects from USFS land to alternate-Alice-COA trail easements that connect through private properties to City land) in the Ashland Watershed. This important connection to the existing sanctioned trail network and easements will provide a safer, more user-specific experience for hikers, trail runners, mountain bikers, and equestrians, while they enjoy the natural beauty of the area. Furthermore, the purchase of the property will ensure that an Alice in Wonderland Trail connection remains open and free to use for the public, which aligns with our mission to provide the highest quality of recreation and leisure opportunities for our community.

FISCAL IMPACTS

APRC is proposing to use the funds currently available in the SDC Fund to acquire this property. No other resources will be required for the purchase of this property. The current balance of the SDC account is: $285,000 and the fund has no other encumbrances presently.

DISCUSSION QUESTIONS

By investing in the Palen Property, we will be able to protect extremely important trail connectivity within the trails network and provide more opportunities for people to enjoy the great outdoors. The property is currently vacant, with the multi-use Alice Trail already running through the property. The acquisition will make it possible to create alternative-Alice Trail connections that will be user-specific (by connecting to the adjoining COA trail easements that are designated for bikes and ped/horse), which will encourage more people to get out and enjoy the beautiful scenery and trail experiences that the Ashland Watershed has to offer. This investment is not only good for the community's health and well-being but also the local economy as it promotes tourism and outdoor activities, which in turn, supports local businesses. Overall, the purchase of the Palen Property is a sound investment that will provide long-term benefits to our community.

SUGGESTED NEXT STEPS

APRC is recommending that the City Council approve the purchase of the Palen Property as proposed.

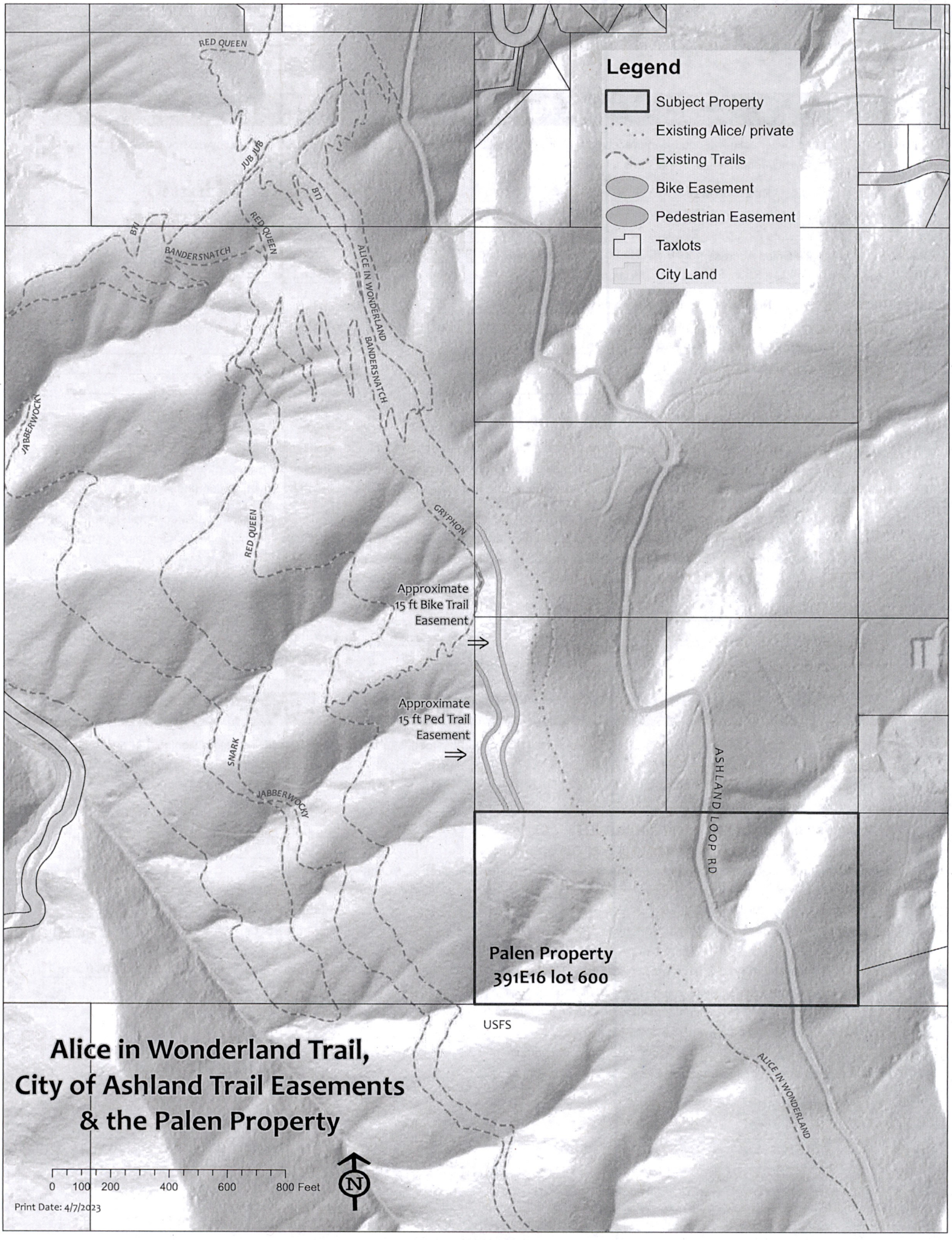
The Charter of the City of Ashland requires both the Parks Commissioners and City Council to agree on property purchases for the Open Space Program. With the Commissioner's approval of the purchase by motion, the next step is to present the same information to the City Council for their approval.

APRC board of Commissioners approved the purchase of the Palen property at the April 12, 2023, Business Meeting.

Possible motion: I move to approve the proposed acquisition of the Palen Property, Taxlot 391E16 – 600 as described in the staff report and for its dedication as Parks and Open Space program inventory.

REFERENCES & ATTACHMENTS

Property Location Map
Real Estate Contract


Legend
Subject Property
Existing Alice/ private
Existing Trails
Bike Easement
Pedestrian Easement
Taxlots
City Land
RED QUEEN
JUB JUB
BTI
BANDERSNATCH
ALICE IN WONDERLAND
JABBERWOCKY
GRYPHON
Approximate 15 ft Bike Trail Easement
Approximate 15 ft Ped Trail Easement
SNARK
ASHLAND LOOP RD
Palen Property 391E16 lot 600
USFS
Alice in Wonderland Trail, City of Ashland Trail Easements & the Palen Property
0 100 200 400 600 800 Feet
N
Print Date: 4/7/2023

DigiSign Verified - 4c796413-58cd-4608-b029-510f7a7cb514

OREF OREGON REAL ESTATE FORMS

Sale Agreement # 03202023ep

RESIDENTIAL

FINAL AGENCY ACKNOWLEDGMENT

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

Buyer's Agent(s)*: Eric Poole Oregon License #: 200212183

is/are the agent of *(select one)*: ☑ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm(s)*: Full Circle Real Estate Firm License #: 200604291

Buyer's Agent's Office Address: 240 E Main St Ashland OR 97520

Phone #1: (541) 951-5711 Phone #2: _____ E-mail: ericp@fullcirclereal.com

Seller's Agent(s)*: No Agency Representation Oregon License #: _____

is/are the agent of *(select one)*: ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm(s)*: No Agency Representation Firm License #: _____

Seller's Agent's Office Address: _____

Phone #1: _____ Phone #2: _____ E-mail: _____

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

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

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

Buyer Michael A. Black Print City of Ashland Date 03/21/2023 ←

Buyer _____ Print _____ Date _____ ←

Seller Richard K. Palen, POA Print Margaret K. Palen Date 03/22/2023 ←

Seller _____ Print _____ Date _____ ←

VACANT LAND REAL ESTATE SALE AGREEMENT

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

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer City of Ashland offers to purchase from Seller Margaret K. Palen the following described real property (the "Property") situated in the State of Oregon, County of Jackson, and commonly known or identified as *(insert street address, city, zip code, tax identification number, lot/block description, etc.):*

Map and Taxlot 391E16 600, Acct # 1-010225-9, Ashland, OR 97520

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)

for the "Purchase Price" (in U.S. currency) of ..... A $ 150,000.00

on the following terms: as earnest money, the sum of (the "Deposit") ..... B $ 5,000.00

on _____, as additional earnest money, the sum of (the "Additional Deposit") ..... C $ _____

at or before Closing, the balance of the down payment ..... D $ _____

at Closing and on delivery of the ☑ Deed ☐ Contract, the balance of the Purchase Price ..... E $ 145,000.00

will be paid as agreed in the Financing Sections of this Agreement. *(Lines B, C, D, and E should equal Line A)*

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VACANT LAND REAL ESTATE SALE AGREEMENT

FINANCING

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

_____

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

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

☐ Buyer has attached the Verification to this Agreement.
☑ Buyer will provide Seller with the Verification within 5 Business Days (three [3] if not filled in) after the Effective Date;
☐ Other (*Describe*): _____

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

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

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

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.
☐ Other (*Describe*): _____.
Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.
☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
☐ Buyer will provide Seller with the Pre-approval Letter within ____ Business Days (three [3] if not filled in) after the Effective Date;
☐ Other (*Describe*): _____

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

_____

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

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

_____

_____

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VACANT LAND REAL ESTATE SALE AGREEMENT

CONTINGENCIES

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

Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 7 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 22 (Deed) below. If within 7 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Sellers's sole expense, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

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

Select only one box below:

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

Identify Invasive Inspections: _____

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

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

Buyer will have 15 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

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

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

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

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

Identify invasive inspections: _____

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

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

☐ **Other Inspection Addendum:** _____

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

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

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

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

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

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

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

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

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

CONDITION AND COMPONENTS OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

(9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) 0 acres, have been utilized and applied for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should verify compliance with appropriate agency.

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

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

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

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

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

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

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

14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property in a planned community, or does it have a Homeowner's Association? ..... ☐ Yes ☑ No ☐ Unknown
If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

15. ADDITIONAL PROVISIONS: See Addendum 1.

For additional provisions, see Addendum 1

ESCROW/CLOSING

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

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

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

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

The Deposit will be payable and deposited within 5 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows *(select all that apply)*:

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

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

Buyer Initials MAB / _____ Date 03/21/2023

Seller Initials RKPP / _____ Date 03/22/2023

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

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

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

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

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

21.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 04/28/2023 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

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

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

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

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

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

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

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

TAXES

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

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

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

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

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

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

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

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

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

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

DEFINITIONS/MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

29. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

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

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

DISPUTE RESOLUTION

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

31. EXCLUSIONS: The following will not constitute Claims:

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

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

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

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

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

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

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

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

SIGNATURE INSTRUCTIONS

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

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VACANT LAND REAL ESTATE SALE AGREEMENT

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

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

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

This offer will automatically expire on *(insert date)* 03/24/2023 at 2 ☐ a.m. ☑ p.m. (the "Offer Deadline"). If not accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Michael A. Black City of Ashland Date 03/21/2023, 02:07:56 PM PDT _____ a.m. _____ p.m. ←

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

This offer was transmitted to Seller for signature on *(insert date)* 03/22/2023, 02:37:53 PM PDT at _____ a.m. _____ p.m.

by Eric Poole (Agent(s) presenting offer).

---

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

Seller Richard K. Palen, POA Margaret K. Palen Date 03/22/2023, 02:43:42 PM PDT _____ a.m. _____ p.m. ←

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

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

---

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

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

☐ Seller rejects Buyer's offer.

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

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

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Sale Agreement # 03202023ep
Addendum # 1

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) City of Ashland
Seller(s) Margaret K. Palen
Property Address or Tax ID # Map and Taxlot 391E16 600, Acct # 1-010225-9, Ashland, OR 97520
(the "Property")

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

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

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

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

Buyer Michael A. Black City of Ashland Date 03/21/2023, 02:07:56 PM PDT _____ a.m. _____ p.m. ←

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

Seller Richard K. Palen, POA Margaret K. Palen Date 03/22/2023, 02:43:42 PM PDT _____ a.m. _____ p.m. ←

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

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

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OREF
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Sale Agreement # 03202023ep
Addendum # 2

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) City of Ashland
Seller(s) Margaret K. Palen
Property Address or Tax ID # Map and Taxlot 391E16 600, Acct # 1-010225-9, Ashland, OR 97520
(the "Property")

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

Buyer and Seller agree that the Deposit Deadline for the earnest money, as described on lines 282-283 of the Sale Agreement, is to be on or before April 10, 2023.

Buyer Michael A. Black City of Ashland Date 03/22/2023, 03:08:43 PM PDT _____ a.m. _____ p.m. ←

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

Seller Richard K. Palen, POA Margaret K. Palen Date 03/22/2023, 02:43:42 PM PDT _____ a.m. _____ p.m. ←

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

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

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Council Business Meeting

April 18, 2023

Agenda Item	Climate Change Addendum to Ashland Forest Plan	
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, Fire Department staff asked the former Forest Lands Commission, now a management advisory committee, to help update direction provided in the 2016 Ashland Forest Plan (AFP) as pertains to climate change. Though climate change was addressed in the AFP, no specific direction was given and just five years later the effects of heat and drought have stressed our local forests beyond what the AFP had considered. To engage in managing our forests for climate adaptation, an updated vision is needed and that is contained in this addendum to the AFP. This addendum provides the necessary direction and policy to react to current conditions and, importantly, to anticipate future changes. Adaptive management and community engagement have been a hallmark of our approach to community forestry since 1995 and will continue.

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

Conditions in Southern Oregon have been changing. Smoky summers, extreme heat, and wildfires have gone from rare to commonplace. Climate change has been documented in many research publications as a root cause of these changes with predictions for it only to intensify in coming decades. Our forests are likewise suffering novel effects of climate change as evidenced by "Douglas-fire decline" recently documented by researchers who used City of Ashland data in their study published in the Journal of Forestry.

We are not prepared to deal with the level of tree mortality that is happening and predicted. Infrastructure may not be prepared for predicted increases in peak precipitation or wildfires. Ashland's increasing economic benefit from outdoor recreation tourism will be threatened without aggressive action to smooth the transition to hotter and drier years ahead with a predicted doubling or tripling of wildfire acres burned in our region.

The addendum document planning process was guided through the Ashland Forest Lands Management Advisory Committee and included a noticed public comment period and two public field tours.

FISCAL IMPACTS

There is no direct fiscal impact to update the Ashland Forest Plan with this Addendum. Programs and projects that carry out this policy will have increased costs that will be presented during budget deliberations and project-specific proposals.

DISCUSSION QUESTIONS

What changes are already happening that you've seen in our forests?

Is this part of the AFR project?

What costs have been incurred in the past year to deal with climate change?

What kinds of project would be the result of approving this climate change addendum?

Since this only applies to City and APRC lands, what do we do about the rest of the watershed?

SUGGESTED NEXT STEPS

Staff recommends approval of the Ashland Forest Plan Climate Change Addendum.

Staff's recommendations are based on the rapidly changing condition of our forests, recent scientific research, and predicted changes based on climate change emissions scenarios.

The Ashland Forest Lands Management Advisory Committee Recommendation:
The AFLMAC voted on April 11, 2023 to approve submittal of the Ashland Forest Plan Climate Change Addendum to the City Council.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve and make final the Ashland Forest Plan Climate Change Addendum.

REFERENCES & ATTACHMENTS

Draft Ashland Forest Plan Climate Change Addendum
2016 Ashland Forest Plan

Ashland Forest Lands Management Advisory Committee:
Draft Climate Change Addendum to the
2016 Ashland Forest Plan
April 2023

I. Introduction

The 2016 Ashland Forest Plan (AFP) contained a chapter on climate change, but it was general in nature and limited by uncertainty as to the impact climate change would have on the approximately 1,200 acres of forest lands managed by the City of Ashland and Ashland Parks and Recreation Commission (APRC). The increased research and rapid rate of climate change induced impacts on Ashland's forest lands over the past six years have added considerably to the Forest Lands Commission's (FLC, now a management advisory committee) understanding of the urgent need to address climate change impacts through recommendations to the Ashland City Council for planning direction and management actions over the next 25 years. Current drought and temperature-related changes to vegetation on municipal forest lands warrant an improved and more comprehensive analysis of climate-adaptive planning and management beyond what was addressed in the AFP. Adaptive management is a key overarching strategy addressed throughout this addendum to assess both new and changing resource conditions and land management goals, as well as those that remain unchanged at this time.

Specific examples of necessary adaptive management updates in planning direction and management actions that this addendum will add to the AFP include:

- Shifting from the restoration paradigm that guided previous forest planning and management to an enhanced adaptive management strategy that incorporates new science and technology to effectively address climate change-induced forest land conditions that are likely without historic reference.
- Utilize existing data from attribute tables and encourage contractors to both review data and update it as appropriate.
- Maintaining and promoting refugia conditions and stand characteristics to buffer against climate change impacts to allow diverse habitats to persist. Develop a finer scale approach to refugia[1] delineation, where appropriate.
- Enhance a variable mosaic of forest structure conditions and fuel loads. For example, creating openings in the forest canopy to reduce potential crown or ground fire intensity from continuous tree canopies or surface fuels. Growing shade intolerant and fire tolerant species would be balanced with higher tree densities and fuel loading in other areas such as riparian areas.
- Managing to promote and maintain healthy, functional, and productive soil conditions. This addendum will add soils as a stand-alone chapter with equal standing with other resources addressed in the AFP.
- Planning for increasing frequency and intensity of extreme precipitation events that could negatively impact soils and aquatic resources, resulting in the loss of ecosystem services in Ashland's built environment including road systems, trails, infrastructure, and other downstream assets and values.

1 Refugia: Locations that experience less severe or less frequent disturbances than the surrounding landscape.

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- Anticipating and proactively treating tree mortality events to reduce excessive fuel accumulations. Additionally, implementing a rapid response for the strategic and timely removal of dead and dying trees will reduce overall costs of treatment, enhance public safety, and contribute to the local timber supply (only as a by-product of ecosystem management).
- Mitigating the increasing impact of habitat loss on wildlife populations from wildfire, weather pattern changes, insects and disease outbreaks, and pressures from recreational use on city forest lands because of climate change while considering adjacent land ownerships.
- Monitoring, evaluation, and regulation of recreation resource users to protect ecosystems from the additive stressors of climate change and to protect the recreation resource itself.
- Improving coordination and partnerships between various city departments, APRC, the Rogue River-Siskiyou National Forest, neighboring communities, volunteer and advocacy organizations, and various stakeholder groups.

II. Ashland Forest Plan Climate Change Addendum Development

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The FLC has a long history, dating back to the mid-1990s, of public engagement and the development of professional and implementable planning and management documents listed below:

- City Forestlands Restoration Phase II (2004)
- Coordination and contribution to the Ashland Forest Resiliency Community Alternative on U.S. Forest Service lands in the Ashland Watershed under the Ashland Forest Resiliency Stewardship project (2004)
- City Forestlands Restoration Phase III for the City's Winburn parcel (2009)
- Ashland Forest Plan (2016)

To create this addendum to the AFP for climate change-specific adaptative management recommendations on City and APRC forest lands, the FLC took the following steps to research, author, review, and prepare this document for presentation to the City Council:

- Consultant Marty Main of Small Woodland Services, Inc. compiled and presented an extensive literature review of predicted climate change impacts on vegetation, wildfire behavior, soils, hydrology, wildlife, recreation, and carbon storage to the FLC, within the context of 25 years of past management. Main suggested changes to the AFP based on his assessment of existing research compared to policy and science in the 2016 Ashland Forest Plan.
- Forest Lands Committee members reviewed and discussed each recommendation to determine if a change to the AFP was needed or if current direction in the AFP was sufficient.
- Planning direction and management actions to adapt or change are described in this addendum.
- A public review period of the draft addendum occurred prior to finalization and presentation to the City Council.

III. Ashland Forest Plan Climate Change Addendum

This section describes recommendations by the FLC for changes to planning direction and management actions for the city's forest lands and resources. Unless otherwise stated, guidance in the 2016 AFP (www.ashland.or.us/forestplan) remains in effect.

A. Vegetation

- Increase individual tree and stand-level resilience and diversity of Plant Association Groups (PAGs) more tolerant of climate-induced high-severity disturbance and predicted future conditions.
- Identify unique vegetation types that are currently under stress and implement management strategies to maintain them within a refugia framework. Promote refugia to buffer against climate change impacts and to allow at-risk species to persist and expand.
- Emphasize fuel treatments adjacent to refugia to minimize risk of high severity fire in refugia.
- Consider adding deferred or untreated units to the refugia framework.
- Rate the refugia potential of units based on temperatures, moisture, aspect, and site productivity. Consider refugia subtypes to rate units across multiple refugia categories. Develop a finer scale approach to refugia ratings and delineation.
- Modify silvicultural prescriptions to produce a more variable structural mosaic including more open forests to reduce density-related tree stress and mortality. Emphasize uneven-aged stand structure to encourage vigor in multiple crown classes and seral stages, without compromising hardwood development and ground shading.
- Prioritize pre-emptive treatment of vulnerable and mortality-prone sites to avoid outbreak-level mortality using Main's risk rating system.
- Increase scope and intensity of fuels reduction treatments on and adjacent to AFP parcels for more wildfire management effectiveness, (as referred to in the Potential Operational Delineations (PODs) analysis) during predicted increasing higher-severity wildfire disturbances. Emphasize area-wide treatments taking advantage of control features over linear treatments (fuel breaks) to maximize suppression success and footprint of climate-adapted forests.
- Identify and reduce potential vectors for invasive species. Aggressively monitor, inventory, and manage invasive species using an integrated pest management approach.
- Use prescribed burning to reduce stand density, increase heterogeneity of vertical and horizontal stand structure and fuel loading, and promote tree species and individuals better adapted to predicted climate change and the resulting disturbance regimes.
- When updating the AFP and for future project documents:
    - Define and discuss the term refugia.
    - Define and discuss the term pyrosilviculture.
    - Define and discuss the PODs rating system.
    - Update existing plant list.

B. Soils

- Add a stand-alone soils chapter to the AFP during the next update.
- Reduce erosion potential by maintaining higher root-holding capacity on sites vulnerable to excessive erosion through increased occupancy of vegetation.
- On sites vulnerable to erosion, consider alternative management such as radial thinning only around vigorous retention trees, thinning in strips across the contour, and creating small openings (< 1 acre).
- Manage for endemic, rather than outbreak, levels of tree mortality to maintain sufficient

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amounts of Coarse Woody Material (CWM) for soil health while avoiding an excess of snags and CWM which may result in long duration fires.

- Increase protection and enhancement of below-ground soil functions and processes, particularly for enhancement of water and carbon retention.
- Reduce the likelihood of slope failure and landslides by applying site-specific management strategies in areas designated as landslide hazards by the State of Oregon.
- Increase the scale and intensity of prescribed underburning to decrease possibility of soil loss from high-severity fire. Reduce the likelihood of erosion by implementing mosaic burns to retain unburned patches and minimize large areas of bare soil exposure.
- Increase the creation and retention of partially burned CWM and biochar through light underburning.
- Define and discuss biochar when updating the AFP.

C. Carbon Sequestration and Storage

- Consider carbon sequestration and storage as a resource to be managed.
- Develop CWM budgets based on management priorities and PAGs.
- Assign two CWM budgets for PAGs within riparian areas: (1) streamside moist PAG and (2) upland dry PAG.
- Explore options to generate revenue from carbon sequestration and storage while recognizing that lower elevation dry forests are predicted to lose carbon as vegetation type shifts. Carbon storage is more appropriate in the wettest Plant Association Groups in riparian areas and the Winburn Parcel.
- Though the Ashland Climate Energy Action Plan calls for carbon neutrality, we recognize that this may not be possible on City forestlands, where goals of community wildfire safety and maintaining forested ecosystems intact are higher priorities.

D. Hydrology

- Monitor changes in stream condition classes and focus management on perennial and intermittent streams. Update inventory if climate change causes alterations to stream condition classes.
- Evaluate, upgrade, and maintain forest road system (7 lane miles) in partnership with U.S. Forest Service. Improve drainage systems and increase culvert sizes where needed in anticipation of likely increase in peak flows. Minimize sediment discharge from roads and ditches into the hydrologic network.
- Create and maintain more canopy openings for longer retention of snow at the ground surface, where appropriate.
- Manage organic matter amounts, specifically CWM and biochar, to increase water holding capacity.
- The combination of the projected extension of the dry season and the fire season, and more extreme precipitation events during the wet season with higher peak flows, presents an urgent need for adaptive management in Riparian Management Areas (RMA).
    - Target stands for thinning and promote more shade intolerant species higher in hydrologic networks (regardless of elevation) in intermittent and ephemeral portions of streams.
    - Utilize RMAs as corridors connecting mid- and late-seral habitats across all land ownerships.
    - FLC recommends that APRC designate the Ashland Ponds parcel as anadromous fish critical habitat to manage for salmon and steelhead spawning and rearing habitat.
    - Manage for terrestrial and aquatic RMA communities, based on PAGs and stream class.

DRAFT

- Prioritize the reduction of fuel continuity adjacent to major riparian areas (especially along Ashland Creek) to discourage high-severity disturbance from occurring within RMAs.

E. Wildlife

- All management actions, including refugia enhancement, will consider vulnerable and at-risk species and their habitat as identified by federal and/or state agencies such as coho salmon and pacific fisher.
- Increase public awareness of wildlife moving into the city to seek water sources during the dry season. Establish and maintain water sources away from the city to reduce human/wildlife conflicts.
- Maintain landscape level habitat connectivity as ranges shift by implementing broader landscape level analysis and partnerships with adjacent landowners, especially along RMAs connecting with cooler aspects.
- Reduce pressures on wildlife species from additive sources other than climate change.

F. Recreation

- Protect recreation resources from the additive stressors of climate change.
- Establish and codify the relationship between FLC and APRC to further define roles and responsibilities for planning direction and management actions. Specifically, develop procedures for FLC to maintain AFP consistency and provide advisory input to APRC when modifications or additions to the city trail network is proposed.
- Increase public awareness of potential human-caused high-severity disturbance that can be exacerbated by climate change in order to protect amenity values, user experience, public safety, and access.
- Recommend that city emergency evacuation plans are updated to include trail users in the watershed.
- With higher predicted summer temperatures, expect increased demand for recreational use of city lands in cooler locations and along RMAs. In other areas, higher summer temperatures may modify the amount, timing, or seasonality of some recreation uses.
- Improve user awareness of:
    - climate change
    - wildfire safety
    - potential ignition sources
    - forest management objectives
    - trail etiquette
    - invasive species
    - reducing negative resource impacts
- Through partnerships, manage recreation to reduce negative impacts to vulnerable species, climate refugia integrity, and forest lands stressed by climate change.
- Increase monitoring, inventory, and management of invasive species introduced by recreation, especially along trails and parking areas.
- Plan for increased maintenance of access roads, parking areas, trails, and other recreational infrastructure due to more frequent and intense extreme precipitation events and increased use during the wet season.

DRAFT

Council Business Meeting

April 18, 2023

Agenda Item	Second Reading of Ordinance 3220 Amending the City's Food and Beverage Tax to correspond with the City's referendum ballot language for the May 16, 2023, Special Election	
From	Doug McGeary Joseph Lessard	City Attorney City Manager
Contact	doug.mcgeary@ashland.or.us ; 541-488-5350 joe.lessard@ashland.or.us ; 541-522-2103	

SUMMARY

On February 7, 2023, the City Council approved a ballot measure (referendum) for the May 16, 2023, Special Election that would amend the City's Food and Beverage Tax Ordinance (AMC 4.34). The ballot measure requests Ashland voters approve an ordinance adopted by the City Council that dedicates Food and Beverage Tax revenues to uses for city parks, open space, recreation, and senior service purposes (uses currently under the City's Parks and Recreation Department) as follows:

- Not less than 25% of the tax revenues will be used for capital expenses, including acquisition, planning, development, repair, and rehabilitation;
- Up to 73% of tax revenues will be used for operations, maintenance, and capital expenses;
- Tax administration will continue to be 2% of revenues.

The ballot measure extends the tax expiration date from Dec. 31, 2030, to Dec. 31, 2040 with the current 5% tax rate unchanged. Any further change to the proposed uses of the tax revenues will require a future vote by Ashland voters. The ballot measure has been submitted to the Jackson County Elections Officer for inclusion on the Special Election ballot.

Council now must adopt the ordinance that corresponds with the ballot measure submitted for the May 16th Special Election. The proposed ordinance was provided to Council in the supporting documents for the February 7th approval of the ballot measure language and is attached here for approval consideration.

FISCAL IMPACTS

The draft proposed amendment to AMC Chapter 4.34.020 will not alter the tax rate or level of revenues collected from of the Food and Beverage Tax but will broaden its allocations to 98% for City uses currently under the Parks and Recreation Department, including for operations, maintenance, and capital expenses. The proposed amendment would not increase the tax amount but does change its expiration date from Dec. 31, 2030, to Dec. 31, 2040.

STAFF RECOMMENDATION

City staff recommend adoption of the proposed Food and Beverage Tax ordinance amendment to correspond with the related ballot language for the May 16, 2023, Special Election.

CITY OF ASHLAND

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve on second reading, Ordinance 3220 that corresponds with the City's Food and Beverage Tax referendum ballot measure for the May 16, 2023, Special Called Election.

REFERENCES & ATTACHMENTS

Attachments:

1. Ordinance 3220, AMC 4.34.020 and 4.34.160 Amendments
2. Notice of Measure Election – Proposed Amendment to Ashland's Food and Beverage Tax Ordinance

ORDINANCE NO.

AN ORDINANCE RELATING TO THE FOOD AND BEVERAGE TAX; AMENDING AMC 4.34.020

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

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

SECTION 1. Ashland Municipal Code 4.34.020 is hereby amended as follows:

4.34.020 Tax Imposed.

A. Except for exempt or tax-capped activities specified in AMC 4.34.030, the City imposes and levies, in addition to all other taxes, fees, and charges of every kind, a tax upon:

1. All food and beverages sold by restaurants located within the City to the public, except for whole cakes, pies, and loaves of bread if purchased for consumption off premises, and for alcoholic beverages;
2. All food and beverages sold by a caterer for an event located within the City, except alcoholic beverages and exempt events as defined in AMC 4.34.030.K;
3. The following items sold by combination facilities:
    a. Salads from salad bars;
    b. Dispensed soft drinks and coffee;
    c. Sandwiches or hot prepared foods ready for immediate consumption;
    d. The following items, including toppings or additions, scooped or otherwise placed into a cone, bowl or other container for immediate consumption whether or not they are consumed within the confines of the premises where scooped or placed: any frozen dessert regulated by the Oregon State Department of Agriculture under ORS 621.311 and any ice cream, ice milk, sherbet or frozen yogurt. No tax shall be imposed under this subsection, however, on any item whose volume exceeds one-half (1/2) gallon or more.
    e. Any other food mixed, cooked or processed on the premises in form or quantity for immediate consumption whether or not it is consumed within the confines of the premises where prepared; and
4. The following items sold by combination facilities that are bakeries:

a. All those items listed in subsections A.3.a-d of this section;

b. All bakery products sold for consumption on the premises; and

c. All "takeout" or "to go" orders of bakery products prepared on the premises except for whole cakes, pies, and loaves of bread and any order consisting of six or more bakery products.

5. Use of a delivery service for any activity under this section, whether an independent delivery service or operator provided delivery service, does not excuse the operator from the requirement to collect and remit the tax on the food and beverages sold.

B. Such tax shall be imposed at a rate of five percent (5%) on the total amount charged by the seller for the food and beverages, or for the meal. In the computation of this tax any fraction of one-half (1/2) cent or more shall be treated as one cent.

~~C. The taxes collected by the City under this chapter shall be used as follows:~~

~~1. Twenty-five percent (25%) shall be paid into a parks account for purposes of acquisition, planning, development, repair and rehabilitation of City parks per adopted plans of the Ashland Parks and Recreation Commission.~~

~~2. The City may retain up to two percent (2%) of the tax collected for costs of administration and collection.~~

~~3. The following amounts for fiscal years 2017 through 2022 must be used to pay for wastewater treatment plant debt and wastewater capital improvement projects, per the City of Ashland's Capital Improvement Plan:~~

~~a. In fiscal year 2017: $1,868,290.00.~~

~~b. In fiscal year 2018: $1,608,600.00.~~

~~c. In fiscal year 2019: $1,600,600.00.~~

~~d. In fiscal year 2020: $1,600,000.00.~~

~~e. In fiscal year 2021: $1,650,000.00.~~

~~f. In fiscal year 2022: $1,650,000.00.~~

~~4. Any taxes collected by the City under this chapter and not used as described in subsections C.1-3 of this section shall be paid into the Street Fund and used for street maintenance and reconstruction.~~

~~5. Beginning in fiscal year 2023, the Council may, through the statutory budget process, appropriate taxes under this chapter as follows:~~

~~a. Not less than twenty-five percent (25%) for the acquisition, planning, development, repair and rehabilitation of City parks.~~

~~b. Not less than an amount necessary to pay for debt service on any borrowing for street repair and rehabilitation per the City of Ashland Pavement Management Program.~~

~~c. Up to two percent (2%) for the collection and administration of the tax.~~

~~d. Except as provided in subsection D of this section, any remaining amounts shall be appropriated for purposes consistent with this chapter unless other purposes are approved by a Council-adopted ordinance enacted by a vote of the Ashland electorate.~~

C. The taxes collected under this chapter shall be used for city parks, open space, recreation, and senior services as follows subject to other Ashland Municipal Codes and City financial and administrative policies:

1. **Not less than twenty-five percent (25%) for capital expenses, including acquisition, planning, development, repair and rehabilitation.**
2. **Up to seventy-three percent (73%) for operations and maintenance and the uses of subsection 3.C.1 above.**
3. **The City will retain two percent (2%) of the tax collected for costs of tax administration and collection.**
4. **Amounts shall be appropriated in the City's General Fund for purposes consistent with this chapter unless other purposes are approved by a Council-adopted ordinance enacted by a vote of the Ashland electorate.**

D. The Council may decrease the rate of the tax or eliminate the tax described in subsections A and B of this section after a public hearing. Notice of the hearing shall be given by publication in a newspaper of general circulation in the City at least ten days prior to the date of the public hearing.

SECTION 2. Ashland Municipal Code 4.34.160 is hereby amended as follows:

4.34.160 Termination of tax

This chapter shall expire on December 31, ~~2030~~ **2040**, unless extended by a vote of the electorate.

SECTION 3. Codification. In preparing this ordinance 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) Renumber sections and parts of sections of the ordinance;

(b) Rearrange sections;

(c) Change reference numbers to agree with renumbered chapters, sections or other parts;

(d) Delete references to repealed sections;

(e) Substitute the proper subsection, section, or chapter numbers;

(f) Change capitalization and spelling for the purpose of uniformity;

(g) Add headings for purposes of grouping like sections together for ease of reference; and

(h) Correct manifest clerical, grammatical, or typographical errors.

SECTION 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 5. Referral. This ordinance is referred to the electors of the City of Ashland for approval at the next local special election on May 16, 2023.

SECTION 6. Effective Date. This ordinance takes effect and becomes operative thirty (30) days after the day on which it is approved by a majority of the voters.

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

PASSED 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:

Douglas M McGeary, Acting City Attorney

Notice of Measure Election

SEL 802

rev 01/18 ORS 250.035, 250.041, 250.275, 250.285, 254.095, 254.465

City

Notice

Date of Notice	Name of City or Cities	Date of Election
March 16, 2023	City of Ashland	May 16, 2023

Final Ballot Title The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Proposed Amendments to Ashland's Food and Beverage Tax Ordinance

Question 20 words which plainly phrases the chief purpose of the measure.

Shall the ordinance be amended to dedicate revenues to city parks, open space, recreation, and senior service purposes?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

A "Yes" vote for this measure authorizes the City of Ashland to use the Food and Beverage Tax for city parks, open spaces, recreation, and senior service purposes as follows, consistent with City policies and practices: twenty-five percent (25%) for capital expenses including acquisition, planning, development, repair, and rehabilitation; seventy-three percent (73%) for operations, maintenance, or capital expenses. Two percent (2%) of the tax will be used for administration of the tax.

The tax rate will remain unchanged at 5%, and any increase to the tax rate or change of its use will require voter approval. The expiration date of the tax will be December 31, 2040.

A "No" vote means the existing Food and Beverage Tax allocation will stay the same, with tax revenues going towards park capital expenses (not less than 25%), street repair debt or parks capital expenses (up to 73%), and tax administration (2%).

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:
→ any measure referred by the city governing body; **or**
→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? ☒ Yes ☐ No

Authorized City Official Not required to be notarized.

Name	Title
Douglas M McGeary	Acting City Attorney
Mailing Address	**Contact Phone**
20 East Main Street, Ashland, OR 97520	541-552-2107

By signing this document:
→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; **and**
→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Douglas M McGeary

Signature

03-06-2023

Date Signed

EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

NAME OF PERSON RESPOSIBLE FOR CONTENT: Douglas M McGeary, Acting City Attorney

NAME OF ORGANIZATION PERSON REPRESENTS, IF ANY: City of Ashland

BALLOT TITLE CAPTION: Proposed Amendment to Ashland's Food and Beverage Tax Ordinance

MEASURE NUMBER: _____

(Explanatory Statement Shall Be Typed)

The Food & Beverage Tax has been authorized by a public vote of the City of Ashland ' s residents since 1995 to be used for major capital improvements, including to the city ' s wastewater system, streets, and City parks. The City's current Food and Beverage Tax Ordinance requires that not less than twenty-five percent (25%) of the tax collected be appropriated for the capital expenses of acquisition, planning, development, repair, and rehabilitation of City parks. Up to two percent (2%) may be appropriated for administration of the tax. The remaining amount, seventy-three percent (73%), may be appropriated for street repair or for City parks capital expenses.

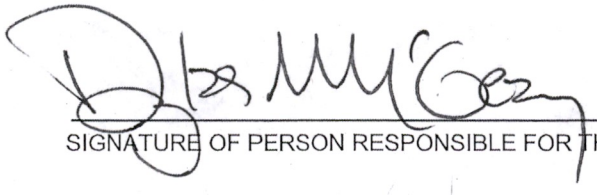
This Measure authorizes the City to appropriate twenty-five percent (25%) of the tax collected exclusively for City parks capital expenses and two percent (2%) for administration of the tax. The remaining amount, seventy-three percent (73%), will be appropriated more broadly for parks, open space, recreation, and senior services purposes, including for these purposes ' operations, maintenance, and capital expenses.

This measure also extends the expiration date of the Food and Beverage Tax to December 31, 2040. The tax rate remains unchanged at 5%. If passed, this ordinance will become effective upon approval and any future changes to authorized uses, tax rate or expiration date will require Ashland voter approval.

Result of a "No" Vote
If this measure does not pass, the existing food and beverage tax ordinance will remain in place, with tax revenues directed to City parks capital expenses (at least 25%), street repair debt (up to 73%) and for tax administration (up to 2%), and the expiration date remains December 31, 2030.

WORD COUNT TOTAL: 267

THE TOTAL WORD COUNT CANNOT EXCEED 500 WORDS.



SIGNATURE OF PERSON RESPONSIBLE FOR THE CONTENT OF THE EXPLANATORY STATEMENT

03/06/2023

DATE

Council Business Meeting

March 21, 2023

Agenda Item	Contract Amendment with RH2 Engineering for the East and West Forks Water Transmission Line Design and Construction Administration	
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 contract amendment with RH2 Engineering for the final design and construction administration of the East and West Forks Transmission Line Rehabilitation Project. This contract amendment has been developed due to additional construction administration requirements imposed by the Federal Energy Regulatory Commission (FERC) along additional time and design requirements for the project in total.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:
Essential Services

- Water

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

A steel and ductile iron raw water line system are connected to the East and West Fork diversions dams on Ashland Creek that eventually tie into the penstock raw water line that feeds the water treatment plant. The rehabilitation project will replace approximately 1800 of aged and leaking steel pipe along with construction of a bridge cross on the west fork of Ashland Creek. Upgrades to the steel pipe include two crossings over Reeder Reservoir. The pipelines enable water to be diverted above Reeder Reservoir to the water treatment plant, allowing the City to dewater the main reservoir for sediment removal, make dam repairs, make intake structure repairs and potentially manage an algal bloom. This improvement will provide a reliable bypass option for raw water when needed during critical times.

RH2 Engineering was selected through a formal solicitation process to develop the preliminary and final design packages and support the construction phase of the East and West Forks Transmission Line Rehabilitation Project.

The Council awarded the preliminary engineering design contract at the September 18, 2018 Business Meeting.
September 18, 2018 Minutes

September 18, 2018 Staff Report

The Council awarded the final engineering design contract at the December 3, 2019 Business Meeting.
December 3, 2019 Minutes
December 3, 2019 Staff Report

Additional Work Requirements from base scope and fee:

- **Project Administration:** Due to delays associated with the United States Forestry Service response regarding permitting of the project, the construction schedule has been amended and project administration services through the anticipated project closeout have been extended.

- **East and West Fork Bridge Crossing Bid-Ready Design:** The existing East Fork Bridge was damaged during a previous sediment removal project and staff requested RH2 add the design work for a new bridge into the existing scope as this is consistent with the total scope of services provided under contract.

- **East and West Fork Transmission Line Piping Final Design:** There was limited background information on the East and West Fork impoundment structures and the design of new slide gates required significantly more in design effort that originally anticipated. Multiple site visits were required to take field measurements and gather other information on the aging concrete structures to develop a design that could work for this application. FERC has also required development of an erosion control plan for the construction phase and a Quality Control Inspection Program (QCIP) (FERC Chapter 7 Engineering Guidelines) , that was not developed as part of the original scope.

- **Construction Permitting Assistance for East and West Fork Bridge Crossing:** The previously developed budget for this scope item was expended over the last 2 years due to the additional design and coordination efforts.

- **Services During Bidding for East and West Fork Bridge Crossing:** The previously developed budget for this scope item was expended over the last 2 years due to the additional design and coordination efforts.

- **Services During Construction for West Fork Bridge Crossing**: The previously developed budget for this scope item was expended over the last 2 years due to the additional design and coordination efforts. The significant addition in cost associated with this item was required by FERC and includes the implementation of the QCIP during the construction phase.

Historic Background

In 1909, dams and small reservoirs were constructed on the East and West Forks of Ashland Creek. Water from these reservoirs was then piped for the City's power production and domestic water use. Original pipe construction consisted of wire-wound wooden stave piping. The connections to the original power house were constructed of riveted steel pipe.

FISCAL IMPACTS

The proposed contract amendment with RH2 Engineering is an increase of $210,515 over the original final engineering design contract. Funds are current appropriated for the project and staff will be requesting additional appropriations for the project in the 2024-2025 Biennium Budget. To date the City has expended $263,334 in design fees for the project.

FY22/23 Budget Amount $2.1 million
FY24/25 Budget Amount $2.3 million

STAFF RECOMMENDATION

Staff recommends the Council authorized the City Manager to sign a contract amendment with RH2 Engineering for the additional design and construction administration work required for the project.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move approval of a professional services contract amendment with RH2 Engineering in the amounts of $210,515 for the design and construction administration of the East and West Forks Rehabilitation Project.

2. I move to amend the contract amendment with RH2 Engineering (insert amendment).

DISCUSSION QUESTIONS

Does the Council have any questions about the contract amendment or process moving forward?

SUGGESTED NEXT STEPS

Next steps include finalizing the design documents and cost estimate, submitting documentation to FERC for final review and publicly solicit construction phase of project.

REFERENCES & ATTACHMENTS

Attachment #1: RH2 Engineering contract amendment
Attachment #2: FERC Engineering Guidelines Chapter 7

RH2 ENGINEERING
MEDFORD
3553 Arrowhead Drive, Suite 200
Medford, OR 97504
1.800.720.8052 / rh2.com

December 19, 2022

Mr. Scott Fleury
Director of Public Works
City of Ashland, Public Works
20 East Main Street
Ashland, OR 97520

Sent via: *Email*

Subject: **East and West Forks Raw Water Transmission Line Rehabilitation Phase 2 – East and West Fork Bridge and Piping Design Contract Amendment No. 2**

Dear Mr. Fleury:

As previously discussed, RH2 Engineering, Inc., (RH2) has prepared the attached Amendment No. 2, which modifies various tasks within the contract to account for work performed that was beyond the original scope of work. The following is an explanation for the fee increase and out-of-scope work that was completed throughout the design process, as well as work that has yet to be performed.

Task 1 – Project Administration: Due to delays associated with the United States Forestry Service response, the construction schedule for the project has been amended to spring/summer of 2023 with project closeout occurring in late 2023. This Contract Amendment No. 2 extends the contract term to conclude December 31, 2023. Fees for Task 1 were increased accordingly to provide project administration services through the anticipated project closeout.

Task 3 – East and West Fork Bridge Crossing Bid-Ready Design: An additional bridge was designed that was not included in RH2's original scope of work. The additional bridge was added when the existing structure at the east fork crossing failed during maintenance work activities and it became unsafe to cross. This added work required additional coordination and design activities. This effort consumed the entirety of the original Task 3 budget, as well as budget from other tasks. Ten (10) additional hours are now budgeted for RH2's design team to review structural calculations and finalize the bridge designs.

WASHINGTON LOCATIONS
Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

OREGON LOCATIONS
Medford
Portland

IDAHO LOCATIONS
Nampa

Task 4 – East and West Fork Transmission Line Piping Final Design: Retrofitting the existing impoundment structures with new slide gates required a significant effort due to limited information on the structure itself. During development of the original scope, we were not planning on this level of modification to the existing impoundment structures. Multiple site visits were required to take field measurements and gather other information on the aging concrete structures to develop a design that could work for this application. This additional effort consumed the original budget for Task 4, as well as budget in other tasks. Sixty-two (62) additional hours are budgeted for RH2's design team to incorporate comments received from the City's review of the 90-percent design package, and to develop the erosion control plan as required by the FERC, to review and complete the piping design, and to update the bid package. Eighty-four (84) additional hours are budgeted for preparation of the Category 3C Quality Control Inspection Program, required by FERC, which was not included in the original scope of work.

Task 5 – Construction Permitting Assistance for East and West Fork Bridge Crossing: Budget under this Task was expended over the last 2 years due to the additional design and coordination efforts previously described.

Task 6 – Services During Bidding for East and West Fork Bridge Crossing: Budget under this Task was expended over the last 2 years due to the additional design and coordination efforts previously described.

Task 7 – Services During Construction for West Fork Bridge Crossing: Budget under this Task was expended over the last 2 years due to the additional design and coordination efforts previously described. The only exception to this is subtask 7.4 – Provide Periodic Construction Observation, where hours were eliminated due to the addition of subtask 7.8 – Implement QCIP Program. Subtask 7.8 was added to provide the level of construction observation services required by the FERC, which includes an additional four hundred (400) hours of engineering support.

If you have any questions or would like to discuss the amended Scope of Work and/or Fee Estimate, please feel free to contact me at (541) 301-1555 or jballard@rh2.com.

Sincerely,
RH2 ENGINEERING, INC.

Jeffrey Ballard, PE
Principal

TD/sp/gn

Attachment: Contract Amendment No. 2

AMENDMENT NO. 2
to
PERSONAL SERVICES AGREEMENT
between
THE CITY OF ASHLAND,
an Oregon municipal corporation,
("*City*")
and
RH2 Engineering, Inc,
("*Contractor*")
for
the design of the East and West Forks Transmission Line Rehabilitation project

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RECITALS

A. The City and Contractor previously entered into a Personal Services Agreement effective December 5, 2019 (the "Agreement") to Contractor provide the design of the East and West Forks Transmission Line Rehabilitation project services.

B. The City and Contractor amended the Agreement through the execution of Amendment No. 1 on October 8, 2021, which extended the contract date to December 31, 2022.

C. The City and Contractor wish to amend the Agreement to extend the term of the Agreement.

D. The City and Contractor wish to amend the Agreement to modify the Scope of Work, and Fee.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend the Completion Date as follows, with strikeout wording deleted and underscored wording added:

   COMPLETION DATE: ~~December 31, 2022~~ December 31, 2024

2. Increase the Fee by $210,515.00 as shown in Exhibit B.

3. This Amendment No. 2 is effective upon being signed by both parties.

4. Except as specifically modified by this Amendment No. 2, the terms and conditions of the

Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 2 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF ASHLAND, OREGON	**RH2 Engineering, Inc (CONTRACTOR)**
By: _____	By: _____
Printed Name: _____	Printed Name: Richard L. Ballard
Title: _____	Title: Director
Date: _____	Date: _____

EXHIBIT A
Scope of Work
Amendment No. 2
City of Ashland
East and West Forks Raw Water Transmission Line Rehabilitation
Phase 2 – East and West Fork Bridge and Piping Design

November 2022

Amendment No. 2 – Modifications to Scope of Work

Due to delays associated with the United States Forest Service (USFS) review process, the project has been delayed 2 years. After many conversations and meetings with USFS and other agencies, it was determined that, while a portion of this project is located on USFS lands, USFS does not have jurisdiction over this project because it is located within the FERC boundary.

On November 2, 2022, FERC issued review comments to the previously submitted 90-Percent Preliminary Drawings. The review comments require the preparation and review of several plans that were not included in the original scope of work. This Scope of Work has been modified to show outstanding work to complete, and include the additional components required by FERC

Scope of Work

RH2 will perform the following modified tasks per the Scope of Work and attached Fee Estimate. *If needed, additional effort shall be mutually negotiated between the City and RH2.*

Task 1 – Project Administration

Objective: Coordinate with City staff and the RH2 project team to manage key activities, schedule, and budget to provide timely completion of the required work tasks and final deliverables, including managing the quality of the work and work products. Develop and maintain a project schedule and conduct regular progress and coordination meetings with the project team and City Project Manager to coordinate project resources and activities. This role will occur throughout all tasks within this Scope of Work and will be a key component in project completion.

Approach:

1.1 Progress Reporting: Monitor RH2's scope, budget, and schedule of the project. Provide updates and monthly invoices to the City.

1.2 Project Coordination: Develop a project schedule with key activities and milestones and distribute to the project team. Coordinate with the project team on individual tasks and provide regular communication and coordination meetings with City staff. *For budgeting purposes, this subtask assumes one (1) coordination meeting per month and a total project schedule of ~~five (5)~~* ***twelve (12) months*** *for Phase 2.*

Assumptions:

- *It is assumed Tasks 1.1 and 1.2 will be necessary for the duration of the project.*

Provided by City:

- Review invoices and process payments monthly.
- Attend monthly coordination meetings.

RH2 Deliverables:

- Monthly invoices in electronic (PDF) format.
- Project schedule in electronic (PDF) format.
- Meeting agenda, presentation materials, and meeting notes in electronic (PDF) format.

Meetings:

- Monthly coordination meetings.

Task 3 – East and West Fork Bridge Crossing Bid-Ready Design

Objective: Prepare bid-ready design drawings and specifications detailing the proposed improvements suitable for permitting, bidding, and construction phases.

Tasks 3.1 through 3.7 are complete. Tasks 3.8 and 3.9 are modified for this amendment.

3.8 Perform in-house quality assurance and quality control (QA/QC) review of the 90-percent design drawings and specifications.

3.9 Incorporate City and RH2 quality control review comments and finalize the plans and specifications.

Provided by the City:

- Review of final design documents and written summary of City's review comments.
- Preparation of bid and construction contract documents.
- Front-end contract documents for the bidding specifications.

RH2 Deliverables:

- Bid-ready design plans and specifications in electronic (PDF) format.
- Engineer's estimate of probable construction costs based on 60-percent and 90-percent design plans provided in electronic (PDF) format.

Task 4 – East and West Fork Transmission Line Piping Final Design

Objective: Prepare bid ready design drawings and specifications detailing the proposed transmission main improvements suitable for permitting, bidding, and construction phases.

Tasks 4.1 and 4.6 are complete. Tasks 4.7, 4.8, and 4.9 are modified for this amendment.

4.7 Perform in-house QA/QC review of the final design drawings and specifications.

4.8 Incorporate City and RH2 quality control review comments and finalize the plans and specifications.

4.9 Prepare a FERC Category 3C Quality Control Inspection Plan (QCIP) in accordance with the requirements of FERC Engineering Guidelines, Chapter 7. The QCIP will include the Introduction, Responsibilities, Organization and Staffing, Field Inspection Guidelines, Documentation, Field Testing Requirements, Environmental Compliance, Erosion Control Plan, and Construction Schedule sections, and the Daily Inspection Report, Nonconformance Report, and Environmental Deficiency Report forms.

Provided by the City:

- Review of final design documents and written summary of City's review comments.
- Preparation of bid and construction contract documents.
- Front-end contract documents for the bidding specifications.

RH2 Deliverables:

- Bid-ready design plans and specifications in electronic (PDF) format.
- Engineer's estimate of probable construction costs based on 60-percent and 90-percent design plans provided in electronic (PDF) format.
- **FERC Category 3C QCIP in electronic (PDF) format.**

Assumptions:

- ***No cofferdams will be necessary, and if the contractor elects to use a cofferdam, the contractor will prepare engineered and stamped design drawings and calculations.***
- ***A Temporary Construction Emergency Action Plan will not be required for this project, since no cofferdams will be utilized, and forms and other temporary construction features and work will be minor in nature, posing little risk to construction workers and no risk to the public.***

Task 5 – Construction Permitting Assistance for East and West Fork Bridge Crossing

Objective: Assist the City in preparing and applying for City and Jackson County (County) permits for the construction of the proposed improvements. Prepare applications for City and County Building

and Site Development/Grading Permits (as needed). Coordinate with the City and assist in responding to City and County questions and comments.

Tasks 5.1 through 5.3 have been amended to reflect additional time required for additional permit applications.

Approach:

5.1 Prepare and submit applications for City and County Building and Site Development/Grading Permits based on City and County permitting staff input.

5.2 Produce up to three (3) half-sized (11-inch by 17-inch) plans, two (2) full-sized plans, two (2) sets of specifications, and structural calculations (8½-inch by 11-inch), for use during permitting.

5.3 Assist the City in responding to written review comments from the City and County.

Assumptions:

- *It is assumed that the City will pay all City and County permitting fees directly.*
- *The permits required and level of effort involved in obtaining permits for this project are not yet fully defined. In the event that additional permits or efforts are needed, RH2 will prepare an amendment to this Scope of Work for City approval.*
- *The number of copies specified are based on typical City and County permit requirements. The actual quantity produced may vary and will be invoiced at cost.*

Provided by the City:

- Payment of City and County permit and review fees.

RH2 Deliverables:

- Four (4) sets of half-size (11-inch by 17-inch) plans, two (2) sets of full-sized plans, two (2) sets of specifications, and structural calculations for City and County Building review and permitting.
- City and County Building and Site Development/Grading Permit applications.

Task 6 – Services During Bidding for East and West Fork Bridge Crossing

Objective: Assist the City during the bidding process for the construction of the proposed West Fork Bridge Crossing Improvements.

Tasks 6.1 through 6.3 have been amended to reflect additional time required in final design preparation.

Approach:

6.1 Prepare the bid documents and advertisement for bids. *It is assumed that four (4) sets of bid documents in 8½-inch by 11-inch size and half-sized (11-inch by 17-inch) plans will be*

produced, with three (3) sets being for City staff and one (1) set for RH2. Provide PDF version of plans and specifications to the City for the East and West Fork Bridge Crossing project.

6.2 Respond to questions from bidders and suppliers during the bidding process as requested by the City.

6.3 Issue up to two (2) addenda through the City to clarify, revise, or change construction plans, technical specifications, or project conditions during the bidding process.

City Deliverables:

- Coordinate bid opening.
- Bid tabulation.
- Review of contractor's qualifications.
- Issuance of letter of intent to award contract.

RH2 Deliverables:

- Bid advertisement in electronic (Word) format for City to advertise project.
- Four (4) sets of hard-copy bid documents in 8½-inch by 11-inch size, and four (4) half-sized (11-inch by 17-inch) plans.
- Up to two (2) addenda, if required, in electronic (PDF) format.

Task 7 – Services During Construction for West Fork Bridge Crossing

Objective: Assist the City with construction documentation review and record keeping. *The City will take the lead role in construction management for project construction. ~~RH2 will provide technical support. The level of service at this point is estimated. Final level of service will be negotiated after design completion.~~*

Tasks 7.1 through 7.7 have been amended to reflect additional time for final design preparation. Task 7.4 has been deleted from the Scope and Fee. Task 7.8 has been added.

Approach:

7.1 Review submittals, shop drawings, and catalog submittals.

7.2 Review written requests for information (RFIs) and change order proposals and provide written responses as required. Work with the City to negotiate additional work by the contractor as needed.

7.3 Attend, in person or by phone, pre-construction meeting, periodic construction progress meetings.

7.5 Assist with development of punch list and recommendation of substantial completion.

7.6 Assist with final on-site walkthrough and recommendation for project acceptance.

7.7 Prepare construction record drawings based on City and contractor provided field record drawings.

7.8 Implement QCIP program by providing staffing to perform part-time construction monitoring, and prepare daily inspection reports, nonconformance reports, and environmental deficiency reports as required. Coordinate materials testing.

Assumptions:

- *Contractor will provide construction staking, if required.*
- *City will contract directly for any required special inspections.*
- *Additional services will require modification to RH2's scope and budget.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*
- ***An independent materials testing contractor will be required, provided, and paid for by the City.***

RH2 Deliverables:

- Attend pre-construction meeting.
- Written responses for shop drawings and submittals, and RFIs in electronic (PDF) format.
- Review of change order negotiation and preparation of documents to execute change orders in electronic (PDF) format.
- Attend final on-site walkthrough.
- Recommendation letter for project acceptance in electronic (PDF) format.
- Preparation of construction record drawings in electronic (PDF) format.
- **QCIP program implementation and construction monitoring. *Construction monitoring has been budgeted to include eight (8) hours of monitoring effort (including travel time) five (5) days per week for a period of four (4) months. An additional thirty-two (32) hours are included for oversight by senior level engineering staff.***

Schedule

RH2 will recommence design upon written authorization from the City. Project design is anticipated to be completed by February 2023, with bidding expected to occur in March 2023. Construction is anticipated to begin in April 2024, and it is anticipated to be substantially complete in July 2024. Project closeout is expected to be completed by December 2024.

EXHIBIT B

Fee Estimate
Amendment No. 2
City of Ashland
East and West Forks Raw Water Transmission Line Rehabilitation
Phase 2 - East and West Fork Bridge and Piping Design
Dec-22

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Administration	72	$ 16,075	$ -	$ 457	$ 16,532
Task 3	East and West Fork Bridge Crossing Bid-Ready Design	10	$ 2,045	$ -	$ 161	$ 2,206
Task 4	East and West Fork Transmission Line Piping Final Design	146	$ 25,504	$ -	$ 3,223	$ 28,727
Task 5	Construction Permitting Assistance for East and West Fork Bridge Crossing	24	$ 3,628	$ -	$ 476	$ 4,104
Task 6	Services During Bidding for East and West Fork Bridge Crossing	22	$ 3,494	$ -	$ 417	$ 3,911
Task 7	Services During Construction for West Fork Bridge Crossing	776	$ 141,376	$ -	$ 13,659	$ 155,035
	AMENDMENT NO. 2 TOTAL	**1050**	**$ 192,122**	**$ -**	**$ 18,393**	**$ 210,515**

EXHIBIT C RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$156	$/hr
Professional II	$171	$/hr
Professional III	$184	$/hr
Professional IV	$203	$/hr
Professional V	$215	$/hr
Professional VI	$233	$/hr
Professional VII	$245	$/hr
Professional VIII	$256	$/hr
Professional IX	$256	$/hr
Control Specialist I	$141	$/hr
Control Specialist II	$153	$/hr
Control Specialist III	$167	$/hr
Control Specialist IV	$184	$/hr
Control Specialist V	$194	$/hr
Control Specialist VI	$208	$/hr
Control Specialist VII	$222	$/hr
Control Specialist VIII	$233	$/hr
Technician I	$118	$/hr
Technician II	$129	$/hr
Technician III	$148	$/hr
Technician IV	$158	$/hr
Technician V	$174	$/hr
Technician VI	$190	$/hr
Technician VII	$206	$/hr
Technician VIII	$215	$/hr
Administrative I	$78	$/hr
Administrative II	$92	$/hr
Administrative III	$107	$/hr
Administrative IV	$128	$/hr
Administrative V	$151	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.6250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CHAPTER VII

CONSTRUCTION QUALITY CONTROL INSPECTION PROGRAM [1]

[1] This Chapter of the FERC Engineering Guidelines has been prepared under contract with R & H Thomas, Inc.

JANUARY 1993

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Construction Quality Control Inspection Program

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Chapter VII

Construction Quality Control Inspection Program

7-1 Purpose and Scope

7-1.1 General

The guidelines presented in this chapter provide staff engineers and geologists with recommended procedures and criteria to be used in reviewing and evaluating construction quality control inspection programs for FERC jurisdictional projects. These guidelines are based on the FERC Regulations, FERC Operating Manual for Inspection of Projects and Supervision of Licenses for Water Power Projects, and selected Quality Control Inspection Programs (QCIPs) from each FERC Regional Office. The term "licensee" in the remainder of this chapter refers to licensee, exemptee or applicant as appropriate. The review performed by staff will be conducted to ensure that submitted QCIPs comply with the Commission's Regulations and provide accepted construction quality control inspection and documentation practices common to the hydroelectric industry. Quality control has been defined as measuring conformance with the requirements. [2] In addition it is deciding what will be measured and who will do the measuring and documentation.

As stated in Section 12.40 of the Commission's Regulations and Article 4 of the Standard L Forms for licensed projects, during any construction, repair or modification of project works the licensee must maintain any quality control program that may be required by the appropriate Regional Director, commensurate with the scope of work and meeting any requirements or standards set by the Regional Director. Construction may not begin until the QCIP has been approved by the Regional Director.[3] The Regional Director may decide not to require such a program for relatively minor renovation work; however other conditions may be required upon review of the design and construction plans and specifications.

The intent of Section 12.40 is to ensure quality construction. The regulations require that quality control inspections must be conducted by the licensee, the design engineer or an independent firm accountable to the licensee, and must not be performed by a construction contractor or firm accountable to the construction contractor. The

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[2] Reference 1

[3] Reference: 18 CFR, Part 12, Subpart E, Section 12.40

regulations recognize that construction contractors have interests in quality construction work that lead them to establish their own quality control programs. The construction contractor is not precluded from performing his own quality control inspections for his own purposes. As stated in the preamble to Order 122, experience shows that construction contractors may also have conflicting interests that may lead to neglect of the quality of work. Because of the potential for conflict of interest, it is important to provide for independent quality control inspections. [4] The desire for independent quality control inspections is also evident in the requirement that, if the licensee's personnel are performing the construction work, the licensee must provide for separation of authority between construction personnel and quality control personnel.

Because of the varying types and complexities of projects under construction, considerable engineering judgement must be used in evaluating QCIPs. Projects under construction vary from new dams with surface or underground powerhouses, extensive tunnels and spillways to projects with minor modifications such as tailrace scour repairs and training wall modifications. The various types of construction have been grouped into three categories and each category has been divided into three types of QCIPs. In the following sections the categories are defined and examples of acceptable QCIPs for each category are discussed.

7-1.2 Review of QCIP

The review of a QCIP by staff is to evaluate the adequacy of the QCIP relative to the complexity of construction. Appendix VII-A contains required contents and a proposed outline for a QCIP. The contents and outline should be considered when reviewing a QCIP submitted for approval, keeping in mind the complexity of construction. The contents of Appendix VII-A are discussed in this and subsequent sections. Regardless of the complexity of construction, the QCIP should be clear on the qualification, independence, responsibility, authority, number and specialty of personnel responsible for quality control inspection. All QCIP reviews must include an evaluation of the adequacy of erosion control and other measures to protect the environmental quality of streams and other areas affected by construction. All QCIPs should have a Materials Testing Schedule that specifies the types and number of tests for adequate coverage for all materials included in the construction. On the larger and more complex construction projects that extend over a period of years, the training and periodic evaluation of quality control inspection staff should be reviewed.

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[4] Reference: FERC Order 122, Final Rule, Regulations Governing Safety of Water Power Projects and Project Works, Issued January 21, 1981

The necessary qualifications for quality control inspection personnel should be established in the QCIP and resumes for personnel assigned to a specific function included in the initial QCIP. At a minimum, resumes should be included for QCIP personnel who have authority to stop work and personnel who have authority to recommend stop work to the contractor and their supervisor. Emphasis should be placed on previous experience, including type of construction and levels of responsibility. This information should be supplemented on a continuing basis by submittal of qualifications of personnel actually employed. The qualification standard for each position can be established from existing standards, such as the ASCE Professional Grade Descriptions, [5] and the ACI Concrete Certification, [6]. The qualification standard of education and relative experience can also be specified in the QCIP.

It is important that personnel responsible for quality control inspection be independent from personnel responsible for construction, and the responsibility and authority of the quality control inspection personnel must be clear and specific. This independence must be maintained for all types of construction, including turnkey design-build construction and construction where the licensee is not only the designer and constructor, but also is responsible for the quality control inspection. There must be a separation of authority between construction personnel and quality control inspection personnel. The responsibility and authority of the quality control inspection personnel, e.g. the authority to require changes in construction or stop work, should be specifically stated in the text and illustrated in the organization chart of the QCIP.

The QCIP should describe the number and specialities of proposed quality control inspectors. Also, the number of inspectors proposed for each feature of construction, including coverage of shift work, should be specified. Where full time inspection is not proposed, the schedule for part time inspection should be described.

It is important that the contractor have an adequate erosion and sediment control program to prevent environmental degradation of streams during construction. The program should provide for the necessary inspection and monitoring to ensure that required protective measures are implemented. If during construction, it is determined that additional protective measures must be taken, the quality control inspection must have adequate procedures for instituting the measures. The erosion control plan is required by a license article and must be included in the QCIP, along with its inspection requirements, to ensure that adequate reporting is in place.

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[5] Reference 2

[6] Reference 3

The QCIP should contain a Materials Testing Schedule that specifies the test method, standard and frequency of tests for all materials. The Materials Testing Schedule will be based on the testing requirements, standards and codes that are specified in the contract plans and specifications.

A training and periodic evaluation program should be established as appropriate for quality control inspectors in the QCIP. This program is especially important for the larger and more complex construction projects that extend over a period of years and where there is a turnover and reassignment of inspection personnel. For less complex and short duration construction projects, an established training program may not be required; however, the qualifications of any new or reassigned personnel should be reviewed.

7-2 Quality Control Inspection Program Content

The QCIP should provide for an adequate and qualified construction inspection force and should contain detailed information including, but not limited to, the information contained in Appendix VII-A. In addition to the contents of Appendix VII-A, consideration should be given to including a construction inspection checklist which covers specific aspects of construction.

All of the items of the QCIP content in Appendix VII-A are discussed under the various categories of construction in Section 7-3. The items are discussed in detail in the suggested outline, with comments on items to be covered and pertinent issues to be considered, for each category of construction and the QCIP. The following paragraphs contain a brief discussion on each item listed in Appendix VII-A that pertains to all QCIPs, regardless of the construction category.

7-2.1 Introduction

The introduction should describe the project and the purpose of the proposed construction. Background information on the various construction contracts should be discussed. The general goals of the QCIP should be discussed. The names of the licensee, designer, construction contractor and organization(s) responsible for QCIP should be stated.

7-2.2 Organization Chart For QCIP Staff

An organization chart should be prepared for each QCIP. The organization chart should show the details of the relationships of the licensee, designer, QCIP personnel,

construction management personnel (if applicable), and the construction contractor. The organization chart should contain the titles and names of all key personnel known at the time of submittal. Personnel who have the authority to stop work due to adverse quality conditions should be identified. Also personnel who have the authority to recommend stop work to the contractor and to their supervisor should be identified. Appendix VII-B contains sample organization charts that are discussed in Section 7-3.

7-2.3 Number and Specialties of QCIP Staff

The number and specialties of inspectors proposed for each feature of construction should be included. The number of QCIP staff and the number of various specialties should be determined by the type of construction and the construction schedule. There should be adequate inspection whenever there is construction activity. Where full time inspection is not proposed for certain personnel, the schedule and approximate percentage of part time inspection should be described. If a qualified inspector is proposed to cover more than one area of expertise, it should be demonstrated that there will not be a conflict in scheduling the construction inspections.

7-2.4 Duties, Responsibilities, Qualifications and Authority

The necessary qualifications for QCIP staff should be established in the QCIP and resumes for QCIP personnel assigned to specific functions included in the initial submittal of the QCIP. As stated in Section 7-1.2, at a minimum, resumes should be included for QCIP personnel who have authority to stop work or authority to recommend stop work due to adverse quality conditions. The qualification standard can be based on existing standards established by professional organizations such as ASCE and ACI or the qualification standard can be specified in the QCIP. The information should be supplemented on a continuing basis by submittal of qualifications of personnel actually employed.

The responsibilities of the various organizations involved with the construction, such as the licensee, designer, construction management organization, QCIP staff, testing laboratory and construction contractor, should be addressed to provide an understanding of the necessary coordination and relationship for construction of the project. The services to be provided by each organization should be clearly delineated and discussed.

The responsibilities, duties and authority of key QCIP staff should be clear and definitive, and should correlate with the organization chart. The position description should contain such items as the job title; complete description of all duties and responsibilities; authority, such as, authority to initiate a nonconformance report,

authority to stop work and authority to recommend stop work; responsibility relative to contractor negotiations and scheduling of construction; and reporting authority. During construction, there should be someone in the field at all times who has the authority to stop work. There should be a separation of authority between the QCIP staff and construction personnel. The principal QCIP supervisor in the field should have limited or no involvement with contractor negotiations, scheduling of construction and cost justification, except as described for Category 3 construction.

7-2.5 Field Tests and Frequency of Testing

The contract plans and specifications delineate testing requirements for the project and the standards and codes to which the work will conform. The tests should be conducted at a frequency which will ensure that elements of the work are in compliance with the specified standards. In addition to the specifications, the type of testing required should be addressed in the QCIP. One such example is hydrostatic testing of penstocks. The FERC requires that hydrostatic or non-destructive testing be conducted on all pipelines whose failure would result in a hazard to life, property or the environment. The amount of testing, both hydrostatic and weld testing, should relate to the head and physical size of the project facilities.

A Materials Testing Schedule and Referenced Documents (relative to the testing) should be presented in a format similar to Appendix VII-D.

7-2.6 Field Laboratory or Commercial Testing Facilities

The supervision, equipment and location of the materials testing laboratory should be described. For large construction projects it is common for a fully-equipped materials testing laboratory to be maintained at the project site. The type of testing to be performed at the laboratory should be described. If tests requiring special equipment are to be performed by outside laboratories, the tests and laboratories should be described.

For small construction projects, there may not be a field laboratory at the project site. Therefore, an independent commercial laboratory may be used for material testing provided the licensee retains this service under a separate contract with the laboratory. If an off-site laboratory is used, adequate on-site storage should be provided on an as needed basis for such items as concrete cylinder molds and curing boxes, and other required equipment. The names and qualifications of all off-site laboratories should be provided in the QCIP.

7-2.7 Inspection Plan Including Documentation and Reporting

The Inspection Plan should be specific in providing guidance to QCIP staff and in establishing inspection, reporting and documentation procedures. The essential elements of an inspection plan are inspection criteria, contractor operations, QCIP operations and documentation. A training program for field engineers and inspectors may also be included in the inspection plan.

The criteria for inspection of contract work is in the executed contract between the contractor and the licensee.

Normally, the contractor operates independently from the licensee and is responsible for providing quality and schedule controls over materials, workmanship and methods to assure meeting contract requirements.

QCIP staff are responsible for verifying that all contract work is performed in conformance to contract documents and project procedures.

The purpose of reporting is to document the observation, investigation and analysis of inspection work. There are numerous types of reports and each project should use the inspection reporting that is appropriate for the type of construction and the construction contract. The daily inspection, nonconformance, and environmental deficiency reports are required for all QCIPs. The daily inspection report provides a means of recording contractor daily operations. The nonconformance and deficiency reports are used to identify, report and document all observed nonconformances and their disposition. Appendix VII-C contains samples of nonconformance and environmental deficiency reports.

For large and complex construction projects, there should be an established training and periodic evaluation program for QCIP field engineers and inspectors. For less complex and short duration construction projects, an established training program may not be required; however, the qualifications of any new or reassigned personnel should be reviewed to assure that the individual is fully qualified to oversee this assigned area of responsibility.

7-2.8 Planned Use of Consultants During Construction

Depending on the size and complexity of construction and the downstream hazard potential the licensee may be required to retain a Board of Consultants to review the design, plans and specifications and construction of the project for safety and adequacy.

The Board should also review the initial QCIP and comment on any changes that are considered necessary.

Also, certain projects may require special consultants such as grouting, instrumentation and blasting experts. The qualifications and scope of work of the special consultants should be included in the QCIP.

7-2.9 Schedule of All Major Features of Construction

The preliminary construction schedule should be included in the QCIP submitted for approval. The schedule should contain milestone dates established for the construction contractor. Modifications to the milestone dates should be included in the licensee's monthly construction progress report, which is a separate item from the QCIP.

7-2.10 Erosion Control and Environmental Compliance

An Environmental Compliance Plan should be developed for all projects under construction. The plan should include an approved erosion and sediment control plan to prevent environmental degradation of streams during construction. The plan should also include a listing of all permit and license requirements, and plans and programs that require oversight by the licensee to ensure adherence to the documents.

7-2.11 Construction Inspection Checklist

Although not required, consideration should be given to providing the QCIP inspectors with checklists to aid them in reviewing and inspecting the construction work. The checklists could be generic or prepared for the specific construction project. The checklists will help the inspectors plan their inspections and serve as a reminder in review of work plans and inspection of installed work. Appendix VII-E contains three sample civil inspection checklists for excavation, earthwork and concrete placement. The checklists are prepared to indicate types of items to be covered and format and are not intended to be complete for the categories discussed. Depending on the type of construction, checklists for other categories, such as, mechanical, electrical and welding, should be included.

7-3 Types of Quality Control Inspection Programs

The type of QCIP adopted will depend on the complexity of construction, ownership of the project and contractual arrangements. Each program must be evaluated on its ability to meet the FERC Regulations and its ability to provide for an adequate

inspection force. The primary goal is safety and not cost minimization. Cost is always important; however, quality cannot be sacrificed for cost. The QCIP should assure that the specified work is constructed in accordance with approved plans and specifications. Included in this section is a discussion of the various types of QCIPs encountered under the FERC's jurisdiction and what is considered to be an acceptable standard for each type.

The various types of construction have been divided into three categories and each category has been divided into three types of QCIPs. Each category and its attendant QC arrangement are defined as follows:

- Category 1 - Construction of a major new hydroelectric project that includes a new dam, powerhouse, spillway, tunnels and appurtenant facilities.

  1A - QCIP by the licensee, design engineer or independent firm other than the construction contractor.

  1B - QCIP by the licensee who is also the designer and construction contractor. This could also be a labor-broker construction contract.

  1C - Turnkey design-build construction. The same firm designs and constructs the project with some quality control inspection included in the contract. QCIP by licensee or independent firm other than the design-build firm.

- Category 2 - Construction not as large and complex as Category 1. A typical example would be an addition to an existing structure such as construction of a powerhouse at an existing dam. QCIPs A, B and C are as described under Category 1. It is recognized that there have been and will be very large and complex projects that only involve the construction of a powerhouse at an existing dam.

- Category 3 - Construction not as large and complex as Category 2. A typical example would be the modification of an existing structure, such as the installation of post-tensioned rock anchors in a concrete gravity dam or major maintenance such as replacing gates or resurfacing a spillway section. QCIPs A, B and C are as described under Category 1; however, it should be noted that QCIPs 3A and 3B are more common than 3C.

Routine maintenance that does not affect project safety would not normally require a QCIP. If a licensee is unsure whether a QCIP is required, the Regional Director or Director, Division of Dam Safety and Inspections should be contacted for further guidance.

7-3.1 Category 1A

The construction of a new major hydroelectric project requires the most comprehensive QCIP for hydroelectric projects under FERC jurisdiction. The QCIP must contain all of the items in Appendix VII-A and be discussed in sufficient detail and clarity for the document to be self contained. Described below is a suggested outline with comments on items to be covered and pertinent issues to be considered for a Category 1 construction where the QCIP is performed by the licensee, design engineer or independent firm other than the construction contractor.

7-3.1.1 Introduction

The introduction should describe the project and the proposed construction. The organization responsible for QCIP should be stated as well as the licensee, designer and construction contractor. The general goals of the QCIP should be discussed. Specialized construction techniques and equipment should be described.

7-3.1.2 Responsibilities

The responsibilities of the various organizations involved with the construction, such as the licensee, designer, quality control inspection organization, testing laboratory and construction contractor should be discussed. The services to be provided by each organization should be itemized and briefly discussed.

7-3.1.3 Organization and Staffing

This section pertains primarily to the organization and staffing of the quality control inspection personnel. However, personnel involved in construction management should also be included to provide a better understanding of the necessary coordination and relationship between personnel.

The responsibilities and duties of key QCIP staff should be clear and definitive. Resumes for personnel assigned to specific functions should be included in the initial QCIP and should be concise and specific on education and experience. Emphasis should be placed on previous experience and involvement in the type of construction and the level of responsibility. This information should be supplemented on a continuing basis by submittal of qualifications of personnel actually employed. As stated in Appendix VII-A, the QCIP should contain an organization chart of the construction inspection force. It is helpful to relate the key personnel responsibilities and duties to an organization chart. Appendix VII-B contains descriptions of duties and responsibilities

of some key personnel and sample construction management organization charts with emphasis placed on the QCIP. The charts are identified by fictitious FERC project numbers. Sample organization charts for Category 1A QCIPs are represented by FERC Project Numbers 24,995 and 24,996.

Other Recommended Practices

In general there are other recommended practices to those discussed in Appendix VII-B, relative to the organization and staffing of a QCIP, that should be encouraged or required in some situations. These practices are as follows:

- In an effort to achieve a separation of authority for the QCIP, it is preferable to place the quality control inspection personnel under a separate and equivalent level of supervision, such as the Resident Engineer. However, if this organization is not feasible, the principal QCIP supervisor in the field should have limited or no involvement with contractor negotiations, scheduling of construction and cost justification.

- It should be stated in the QCIP that all QCIP positions shown are intended to be full time except where part time is specified. For part time positions, the estimated time on the job should be specified and related to the construction activity.

- In addition to the descriptions of personnel duties and responsibilities in the QCIP text, consideration should be given to making a Key Project Personnel Summary Table. The table would have the name, title with name of company, primary work location, percent of time spent on site and a brief statement of responsibilities for key project personnel. The key personnel should be both on-site and off-site personnel of the QCIP and pertinent personnel from the licensee such as the Project Manager. The table would provide, at a glance, a summary of the key personnel involved in the construction along with a brief statement of their responsibilities.

- In situations where the Design Engineer is not stationed at the project construction site, there should be a statement in the QCIP establishing the frequency of required field inspections of the ongoing construction and his involvement in reviewing QCIP reports and test results. The field inspections should also be correlated with critical stages of construction. For fast moving construction projects such as a RCC dam, the inspections should be scheduled early and made frequently.

7-3.1.4 Inspection Plan or Field Inspection Guidelines

Some large and complex construction projects have an inspection plan and others have field inspection guidelines for the QCIP personnel. The purpose of the plan or the guidelines is to provide guidance for the QCIP personnel and establish inspection, reporting and documentation procedures. The contents can be varied between a plan and guidelines or varied within either, depending on the licensee, design engineer or contractor. The essential elements of an inspection plan or field inspection guidelines are inspection criteria, contractor operations, QCIP operations, and documentation. A training program for field engineers and inspectors may also be included in an inspection plan. A construction inspection checklist covering specific aspects of construction may also be included with the plan or guidelines, which is discussed in more detail in Section 7-2. A discussion of the essential elements described above are as follows:

7-3.1.4.1 Inspection Criteria

The criteria for inspection of contract work is the executed contract between the contractor and the licensee and any amendments or change orders executed during the work. The contract incorporates drawings, specifications, codes, standards and laws, which are the basis of contract enforcement and must be available to inspection personnel. The contract documents should be reviewed periodically to ensure that current documents are being used and that all requirements are being met.

7-3.1.4.2 Contractor Operations

Normally, the contractor operates independently from the licensee and the QCIP personnel and retains responsibility for satisfactory performance and site safety. This allows the contractor, within the limitations of the contract, to choose his own methods, schedules, materials and equipment. It is the contractor's responsibility to provide quality and schedule controls over materials, workmanship and methods to assure meeting contract requirements. It is the responsibility of the licensee, construction management firm and QCIP personnel to verify that the contractor meets all contract obligations and QCIP personnel inspect and verify, rather than direct or control, the contractor's field construction operations.

7-3.1.4.3 QCIP Operations

The QCIP personnel are responsible for verifying that all contract work conforms to contract documents and project procedures. Contractors should be advised

immediately upon detection of nonconforming work so that the work can be corrected. General inspection duties should be listed, such as, becoming familiar with the contract documents, when to contact the supervisor and guidance on when to stop work. Procedures should be established for communications between QCIP personnel, the contractor and construction management personnel.

7-3.1.4.4 Documentation

The purpose of reporting is to document the observation, investigation and analysis of inspection work. There are numerous types of reports such as the daily inspection report, nonconformance report, environmental deficiency report, field directive and clarification report, concrete placement and test cylinder report, cadweld inspection report, compacted fill density test report, field weld inspection form, pipe and components field inspection form and shotcrete report, to name a few. Each project should use the inspection reporting method that is appropriate for the type of construction and the construction contract. A discussion of the proposed inspection reporting should be presented in the QCIP along with sample report forms. The QCIP should define the review levels for all reports. The daily inspection report, nonconformance report and environmental deficiency report are required for all QCIPs. Discussions of the daily inspection and nonconformance reports are contained in the following paragraphs. The environmental deficiency report is discussed in Section 7-3.1.6.

7-3.1.4.4.1 Daily Inspection Report

The daily inspection report is prepared by the QCIP Inspectors and provides a means of recording the contractor's daily operations. Daily reports are written when there is construction activity. If there is no construction, there should be no daily reports. For documentation, a daily report will note when construction stopped and another daily report will note when construction began. The report should cover all important factors affecting job conditions and progress of the work and can be used later as a basic reference to determine the exact history of work at any given time. The daily report should include such items as weather conditions, description of activities performed, types of equipment used, materials incorporated into the work, description of any problems requiring correction and corrective action taken, detailed description of any instructions given to the contractor and any other information necessary to document the contractor's activity and progress during the shift. For QCIPs structured similar to Project 24,995, the original report would be filed with the Office Engineer and copies retained by the Senior Civil Engineer and the inspector.

7-3.1.4.4.2 Nonconformance Report

The nonconformance report is used to identify, report and document all observed nonconformances and their disposition. A nonconformance is any observed deviation from the intent of the construction contract documents. The report identifies the condition and required action, and leaves space for future entry of the time and manner of correction. The report is initiated by the quality control inspector. The inspector's supervisor is responsible for seeing that disposition of the nonconformance is defined, that corrective action is taken and the correction is documented. There is a distinction between nonconforming work that is addressed on the spot and nonconforming work that requires review and study. Failure to meet compaction criteria that results in the immediate reworking or removal and replacement is an example of noncomforming work that is addressed on the spot. This could be handled by the inspector and his supervisor and would not necessarily require input, other than review, from the Design Engineer or the Resident Engineer. Low strength concrete and inadequate foundation preparation are examples of nonconforming work that require review and study. Such situations would require input from the inspector's supervisor, Design Engineer, engineering or geological specialists and the Resident Engineer and may require studies and follow-up reports. A sample nonconformance report form is contained in Appendix VII-C. The disposition for QCIPs structured similar to Project 24,995 would have the Senior Civil Engineer or the Materials Engineer signing as QC supervisor in the description/affected area box and the Resident Engineer signing as QC supervisor in the disposition box on the sample form. To track action on all work observed to be deficient by the QCIP staff, a quality tracking and reporting system should be developed and maintained. The system should contain such information as, report number for tracking, date of issue, originator, description of deficient work, disposition, technical basis for disposition, date of closure, party responsible for closure and pertinent references.

7-3.1.4.5 Training

A project-specific training program for all incoming field engineers and inspectors should be established. The Resident Engineer should assure that each engineer and inspector has training in the area of expertise and quality control procedures for the inspections that they will perform. Formal classroom training should be conducted by a designated representative for the applicable category or discipline. Personnel such as batch plant inspectors and field technicians with little or no experience should be given on-the-job training and be required to pass a series of written tests on quality control procedures, laboratory procedures, and test methods for either soils or concrete. They should be supervised by an experienced lead engineer. Experienced supervisors, engineers and inspectors should be required to have a specified number of years of construction experience or be required to pass a series of written examinations relating to the area of inspection, the contract documents and quality control procedures.

7-3.1.5 Field Testing Requirements

The contract plans and specifications have been developed to establish testing requirements for the project and the standards and codes to which the work will conform. The QCIP staff will use the specified tests to verify that the work is performed in accordance with the contract. The sampling will be done and the tests will be conducted at a frequency that will ensure that elements of the work are in compliance with the specified standards.

Appendix VII-D is a Sample Materials Testing Schedule and Referenced Documents. The number of tests are not intended to be representative of the quantity of tests required but rather an example of a preferred format for presenting the materials testing schedule and frequency. The Referenced Documents provide a full description of the tests referred to in the Sample Materials Testing Schedule.

7-3.1.6 Environmental Compliance

A detailed Environmental Compliance Plan should be developed for all projects under construction. The plan should include a listing of all permit and license requirements, and plans and programs which require oversight by the licensee to ensure adherence to these documents. The listing could be presented in tabular form as construction related environmental requirements. It is important that the plan contain an adequate erosion and sediment control plan to prevent environmental degradation of lands and streams during construction.

The erosion and sediment control plan is required as a license article and the approved plan should be included in the QCIP to ensure that adequate inspection and reporting is in place. The plan should address the protection of existing vegetation, grading of slopes, control of surface drainage, sediment containment measures, temporary topsoil stockpiling, storage and disposal of excess excavation and debris, construction and upgrading of access roads, and clearing and construction of the transmission line rights-of-way. Approved disposal sites should be indicated. The plan should also outline a schedule for implementation of any mitigation measures proposed and the monitoring and maintenance of the measures. The environmental requirements should be outlined in the Technical Specifications.

For QCIPs structured similar to Project 24,995 (Appendix VII-B), the Resident Engineer has overall responsibility for environmental compliance and the duties are carried out by the Environmental Coordinator. The Environmental Coordinator monitors the project under construction on a daily basis to assure compliance. The Environmental Coordinator briefs the Resident Engineer and other key staff on environmental concerns. In the event that environmental concerns arise from the Environmental Coordinator or other QCIP staff, the Resident Engineer will take the appropriate action to notify the contractor of his responsibilities and to correct any noncompliance. A sample Environmental Deficiency Report is contained in Appendix VII-C. The deficiency report should reference the requirement, the nature of the deficiency, the type of correction required, and the time frame to complete the correction. If the deficiency violates a license requirement, that should also be noted. The Resident Engineer or Environmental Coordinator should make the required notification to outside concerns, such as resource

agencies, to comply with special permit requirements.

7-3.1.7 Construction Schedule

The preliminary construction schedule, based on the understanding of the project at that time and the FERC license conditions, should be included in the QCIP submitted for approval. The schedule should contain milestone dates established for the construction contractor(s). After award of the construction contract, the contractor will submit detailed construction schedules, which in some cases, will be updated monthly. Modifications to milestone dates should be included in the licensee's monthly construction progress report, which is a separate item from the QCIP.

The construction schedule in the QCIP should be presented in either tabular or graphic form.

7-3.1.8 Planned Use of Consultants

In the order issuing license for most large and complex construction projects, the FERC requires the licensee to retain a Board of Consultants to review the design, plans and specifications and construction of the project for safety and adequacy. The Board should also review the initial QCIP and comment on any changes that are considered necessary.

Major areas of concern for certain projects may require special consultants such as experts for blasting and vibration control to advise on the monitoring of shock and vibration from blasting and pre/post blasting surveys; instrumentation specialists to advise on various types of instruments and to interpret results and lake tap experts to provide advice and experience on this highly specialized work. The special consultant's qualifications and scope of work should be included in the QCIP. The need for special consultants may be evaluated based on the actual conditions encountered during construction. Immediately after selection of the consultant, his qualifications and scope of work should be added to the QCIP.

7-3.2 Category 1B

The Category 1B QCIP also involves the construction of a new major hydroelectric project; however, in Category 1B the licensee is the designer, construction contractor and also provides the quality control inspection. The suggested outline, comments and pertinent issues (as discussed in Section 7-3.1 and Category 1A of Appendix VII-B) will apply in this section except where noted otherwise.

7-3.2.1 Responsibilities

Since the design, construction and quality control inspection will be done by the licensee, it is important that the responsibilities of the various departments within the licensee's organization be described. These will primarily be departments involved in the design, construction and operation of the project. Of particular concern is the separation of authority and the level of reporting. It is important that there be a separation of reporting authority between construction staff and QCIP staff at the field level and that the reporting comes together at as high a level as possible in corporate headquarters.

7-3.2.2 Organization and Staffing

This section is similar to the Organization and Staffing Section for Category 1A; however, the primary difference is in the separation of authority between the QCIP staff and the construction personnel. A sample organization chart and descriptions of duties and responsibilities of some key personnel for Category 1B is presented as Project 24,997 in Appendix VII-B. The organization chart delineates the independent relationship between the construction personnel and the quality control inspection personnel. There are certainly other arrangements that could be considered; however, the important item is the separation of authority.

7-3.3 Category 1C

As with Categories 1A and 1B, Category 1C also involves the construction of a new major hydroelectric project. In Category 1C the project is constructed under a turnkey contract by a design-build contractor. Frequently there is a built-in quality control function by the design-build contractor that is required for proper production controls. To comply with the FERC Regulations, there must be a separate QCIP by the licensee or a separate engineering design firm under contract to the licensee. The licensee's overall QCIP should integrate all available testing results developed during the project by the QCIP staff, the design-build contractor's quality control activities and any third party testing. An example of such a coordinated approach would be that the design-build contractor must run tests to characterize potential concrete aggregate sources and to identify the suitable portions of the given source. Based on the resulting data and information, the licensee's QCIP staff would run selected tests to confirm that the selected materials meet all requirements. In this manner, the contractor's production control testing results would develop a base of quality control information that would allow the licensee's QCIP testing program to be reduced in the number of tests and still be specific and representative of the materials selected for construction.

The suggested outline, comments and pertinent issues to be considered (as discussed in Section 7-3.1 and Category 1A of Appendix VII-B) will apply in this section except where otherwise noted.

7-3.3.1 Responsibilities

The responsibilities of the various organizations involved with the construction, such as the licensee, design-build contractor and the quality control inspection organization should be discussed. The services to be provided by each organization should be itemized and discussed. An example would be that the coordination of the testing laboratories, if more than one laboratory is used, should be discussed, such as the sharing of test results and the QCIP inspector's authority to direct the type, location and frequency of tests that the inspector deems necessary.

7-3.3.2 Organization and Staffing

This section pertains primarily to the organization and staffing of the quality control inspection personnel. Since the licensee has a separate QCIP from the design-build contractor, there should be communication with the design and construction personnel of the design-build firm.

The statement on responsibilities, duties and resumes of key QCIP staff (as presented in Section 7-3.1.3 and Category 1A of Appendix VII-B) apply to this category.

7-3.3.3 Field Testing Requirements

The Field Testing Requirements, as discussed in Section 7-3.1.5, are valid for the Category 1C QCIP; however, the coordination of testing between the design-build contractor and the QCIP testing (as discussed in Sections 7-3.3, 7-3.3.1 and in Category 1B of Appendix VII-B) should be taken into consideration for Category 1C construction.

Testing for foundations and materials during the advanced engineering and design stage that would normally be done by the designer under Category 1A construction and available to QCIP personnel prior to and during construction would normally be done by the design-build contractor for Category 1C construction. Therefore, it is important that this information be coordinated between the QCIP staff and the design-build contractor and considered when designing the QCIP testing requirements.

7-3.4 Categories 2A, 2B and 2C

As stated in Section 7-3, Category 2 construction is not as large and complex as Category 1. A typical example would be an addition to an existing structure such as construction of a powerhouse at an existing dam. This could also include a private or municipal powerhouse at an existing Federal dam.

The boundary line between one construction category and another is not always distinct and it is not important that it should be. The purpose of establishing construction categories is to provide a vehicle for discussing the relative magnitude of QCIPs necessary for the project under construction. The QCIP policy statements, suggested format and procedures discussed for Categories 1A, 1B and 1C also apply to Categories 2A, 2B and 2C.

The construction of a new powerhouse at an existing dam requires a comprehensive QCIP. The QCIP must contain all of the items in Appendix VII-A and be discussed in sufficient detail and clarity for the document to be self-contained.

The number of QCIP personnel and variation of QCIP disciplines in the sample organization chart for Category 2C should be similar to that required for Categories 2A and 2B. However, the number of QCIP personnel for any Category 2 construction will probably be smaller than for Category 1 construction. Normally, a Category 2 construction such as construction of a new powerhouse at an existing dam is contained in a smaller area than Category 1 construction, where a dam, powerhouse and spillway can be spread out over a relatively large area, requiring more QCIP staff to inspect concurrent construction activities. Also, fewer disciplines may be required for Category 2 construction. An example would be construction of a new powerhouse at an existing dam, which may have little or no earthwork.

The suggested outline, comments and pertinent issues to be considered (as discussed in Sections 7-3.1, 7-3.2 and 7-3.3 and in Categories 1A, 1B and 1C of Appendix VII-B) will apply to Categories 2A, 2B and 2C except where otherwise noted.

The three Category 2 QCIPs will be discussed as one unit except for the Organization and Staffing Section where a sample organization chart has been prepared for a Category 2C QCIP.

7-3.4.1 Responsibilities

The responsibilities of the various organizations involved with construction (as

described in Sections 7-3.1.2, 7-3.2.1 and 7-3.3.1) are applicable to Category 2 and should be used depending on the type of QCIP. If the project involves construction of a new powerhouse at a Federal dam, the responsibilities of the Federal Agency that operates the dam should be discussed. The FERC has Memoranda-of-Understanding (MOU) with Federal Agencies, such as the Army Corps of Engineers and the Bureau of Reclamation, relative to construction. The appropriate policy and procedures contained in the MOUs should be considered in the discussion of responsibility.

7-3.4.2 Organization and Staffing

This section pertains primarily to the organization and staffing of the quality control inspection personnel. The statement on responsibilities, duties and resumes of key QCIP staff, as presented in Section 7-3.1.3, applies to this category.

Only one sample organization chart was prepared for Category 2. The organization chart and the role of the principal QCIP supervisor in the field, for Project 24,999, are discussed in Appendix VII-B. Project 24,999 is considered to be a representative QCIP for Category 2C.

7-3.4.3 Inspection Plan or Field Inspection Guidelines

The Inspection Plan or Field Inspection Guidelines discussed in Section 7-3.1.4 are also applicable to Category 2 construction.

For Category 2 projects, the training may need to be revised. Due to their probable shorter construction time, formal classroom training may not be appropriate.

The Quality Control Engineer may rely on experience and on-the-job training to assure that each engineer and inspector is trained in the area of expertise and quality control procedures for the inspections that they will perform.

7-3.4.4 Field Testing Requirements

The Field Testing Requirements as discussed in Sections 7-3.1.5 are valid for Category 2 construction. The coordination of testing between the design-build contractor and the QCIP testing (as discussed in Sections 7-3.3, 7-3.3.1, 7-3.3.3 and in Category 1C of Appendix VII-B) should be taken into consideration for the Category 2C construction.

Depending on the size of construction, a field laboratory facility may not be

established at the project site and an independent commercial laboratory may be used for material testing. Adequate on-site storage should be provided on an as needed basis for such items as concrete cylinder molds, concrete cylinder curing box, and other required equipment.

7-3.4.5 Planned Use of Consultants

Depending on the complexity of construction, uniqueness of design, downstream hazard potential and other considerations, a Board of Consultants may not be required in the license. There may be areas of concern for certain projects that will require special consultants such as is discussed in Section 7-3.1.8.

7-3.5 Categories 3A, 3B and 3C

As stated in Section 7-3, construction for Category 3 is not as large and complex as Category 2. Two examples of Category 3 construction would be the modification of an existing structure such as the installation of post-tensioned rock anchors in a concrete gravity dam or major maintenance of an existing hydroelectric project such as replacing gates or resurfacing a spillway section. The post-tensioned rock anchor construction will be used as an example in this discussion.

The installation of post-tensioned rock anchors in an existing concrete gravity dam requires a QCIP that contains all of the items in Appendix VII-A. The QCIP should be discussed in sufficient detail and clarity to be self-contained. The suggested outline, comments and pertinent issues to be considered, (as discussed in Sections 7-3.1, 7-3.2, 7-3.3, 7-3.4 and Categories 1A, 1B and 1C of Appendix VII-B) will apply to Categories 3A, 3B and 3C except where noted otherwise. Because of the single item, short duration, and less complex type construction for Category 3 construction, the QCIP will be a scaled down version of that required for Categories 1 and 2. There will be fewer QCIP personnel and disciplines.

Category 3 will be discussed as one unit except for the Organization and Staffing Section where a sample organization chart has been prepared for a Category 3A QCIP. The number of QCIP personnel in the sample organization chart should be similar to that required for Categories 3B and 3C.

7-3.5.1 Organization and Staffing

This section pertains primarily to the organization and staffing of the quality

control inspection personnel. The statement on responsibilities, duties and resumes of key QCIP staff, as presented in Section 7-3.1.3 applies to all QCIP personnel in this category.

Only one organization chart was prepared for Category 3. The sample organization chart and the duties and responsibilities of the Project Manager and the Resident Engineer, for Project 25,000, are discussed in Appendix VII-B. Project 25,000 is considered to be a representative QCIP for Category 3A.

7-3.5.2 Inspection Plan or Field Inspection Guidelines

The elements of the Inspection Plan or Field Inspection Guidelines as discussed in Section 7-3.1.4 are applicable to Category 3 construction.

For Category 3 projects, the training section should be revised. Due to the short construction time, the small number of QCIP personnel involved and the relatively fast pace of construction, formal classroom training may not be appropriate. The practicality of on-the-job training is also questionable.

It is important that qualified personnel with the appropriate experience be used to staff the QCIP. If replacement personnel are required, they should also be qualified and have appropriate experience.

7-3.5.3 Field Testing Requirements

The Field Testing Requirements as discussed in Section 7-3.1.5 are valid for Category 3 construction. The coordination of testing between the design-build contractor and the QCIP testing (as discussed in Sections 7-3.3, 7-3.3.1, 7-3.3.3, 7-3.4.4 and Categories 1A, 1B and 1C of Appendix VII-B) should be taken into consideration for the Category 3C construction.

Normally, a field laboratory facility will not be established at the project site for a Category 3 construction and an independent commercial laboratory will be used for material testing.

7-3.5.4 Planned Use of Consultants

Normally, the FERC license will not require a Board of Consultants for a Category 3 construction. There may be areas of concern for certain projects that will require special consultants such as drilling and grouting consultants for rock tendons.

7-3.6 Small Construction Not Requiring a QCIP

As stated in Section 7-1.1, the Regional Director may decide not to require a QCIP for relatively minor work. An example would be a low hazard project where the construction consists of replacing an existing powerhouse, that is not a water impounding structure, with a new powerhouse that would be constructed on the existing concrete foundation. The design has been done by the owner and partially by the manufacturer of the turbine and generator. Thus the owner is the partial designer, contractor and operator. The owner and his associates would provide the quality control during construction.

It is important that the design for such a project be reviewed in detail by a professional engineer, in addition to the FERC staff. It should be stressed that the project be constructed in accordance with approved plans and specifications. The FERC will provide additional guidance when the Regional Office staff makes field inspections during construction to verify that good construction practices are followed.

7-4 Summary

As stated in Section 12.40 of the Regulations and Article 4 of the Standard L forms for licensed projects, during any construction, repair or modification of project works, the licensee must maintain any quality control program that may be required by the appropriate Regional Director, commensurate with the scope of work and meeting any requirements or standards set by the Regional Director. The guidelines presented in this chapter provide staff engineers and geologists with recommended procedures, criteria and examples, to be used in reviewing and evaluating the licensee's QCIPs.

All QCIPs should provide for an adequate and qualified construction inspection force and should contain detailed information including, but not limited to, the information contained in Appendix VII-A and discussed in Sections 7-2 and 7-3. In addition to the staffing responsibilities and authority described below, the QCIPs should have an inspection plan, adequate documentation, training, materials testing schedule, environmental compliance plan and construction schedule. Sample organization charts, abbreviated descriptions of duties and responsibilities for some key QCIP personnel, report forms, material testing schedules and referenced documents and inspection checklists are found in the appendices.

QCIP staff must be independent from personnel responsible for construction. The responsibility and authority of QCIP staff must be clear and specific. This independence must be maintained for all types of construction. The principal QCIP supervisor in the

field should have limited involvement with contractor negotiations, scheduling of construction and cost justification. Key QCIP staff should have the authority to stop work due to adverse quality conditions. There should be someone in the field at all times who has "stop-work" authority. QCIP personnel, such as the inspectors, should have authority to recommend stop work to the contractor and to their supervisor.

There are numerous types of QCIPs depending on the complexity of construction, ownership of the project and contractual arrangements. Each type of program must be evaluated on its ability to meet the FERC Regulations and its ability to provide for an adequate and qualified force for inspection of construction of the project works. In this chapter, the various types of construction are grouped into three categories and each category is divided into three types of QCIPs. The categories are defined and typical QCIPs discussed with illustrations, such as the sample organization charts and descriptions of duties and responsibilities of some key personnel in Appendix VII-B.

Where the licensee is the designer, construction contractor and also provides the quality control inspection, it is important that there be a separation of reporting authority between the construction staff and the QCIP staff at the field level. The reporting should come together at as high a level as possible in the corporate headquarters and supervisory structure.

For turnkey design-build construction, there is frequently a built-in quality control function by the design-build contractor for production control. However, to comply with the FERC Regulations, there must be a separate QCIP by the licensee or a separate engineering design firm under contract to the licensee.

7-5 References

1. Fairweather, V., "The Pursuit of Quality: QA/QC", Civil Engineering, February 1985, pp. 62-64.

2. American Society of Civil Engineers, "ASCE Professional Grade Descriptions", ASCE Guide to Employment Conditions for Civil Engineers, ASCE - Manuals and Reports on Engineering Practice, 2nd Edition, 1980, pp. 5-7.

3. American Concrete Institute, "Qualifications of Personnel for Inspection and Testing Duties", Guide for Concrete Inspection, ACI 311.4R-88, Manual of Concrete Practice, 1988, pp. C-12 and C-13.

APPENDIX VII-A

CONSTRUCTION QUALITY CONTROL INSPECTION PROGRAM CONTENT

AND

PROPOSED OUTLINE FOR QCIP

CONSTRUCTION QUALITY CONTROL INSPECTION PROGRAM CONTENT

The construction quality control inspection program should provide for an adequate and qualified force for inspection of the construction of the project works. The program description should contain detailed information including, but not limited to, the following:

a. Introduction describing the project and proposed construction.

b. Organization chart of the construction inspection force.

c. Number and specialties of inspectors proposed. Information submitted with this item, or item above, should include the number of inspectors proposed for each feature of construction. Where full time inspection is not proposed, the schedule for part time inspection should be described.

d. Description of duties, responsibilities, necessary qualifications, and scope of authority of the QCIP staff. This information should be supplemented on a continuing basis by submittal of qualifications of the personnel actually employed.

e. Field tests to be performed and frequency of testing.

f. Field laboratory facilities or commercial testing services to be provided.

g. Description of Inspection Plan including documentation and reporting procedures.

h. Planned use of consultants during construction.

i. Schedule of all major features of construction.

j. Description of erosion control and other environmental measures.

The QCIP should cover such items as: (1) water diversion during construction, (2) underground and surface excavation, (3) production and placement of earth and concrete, (4) powerhouse construction, (5) installation of penstocks and (6) installation of major mechanical and electrical equipment. The information provided should be in sufficient detail for the reviewer to determine that the proposed QCIP provides adequate construction quality control.

Some items, such as safety requirements and special construction techniques, may be included in the contract specifications. If not, these items, especially those that may involve the safety of personnel working in deep excavations, or in the vicinity of water impounding structures (cofferdams), should be detailed in the QCIP or the temporary Emergency Action Plan.

PROPOSED OUTLINE FOR THE

QUALITY CONTROL INSPECTION PROGRAM[1]

A. Introduction
- o Purpose
- o Background
- o Description of structures and types of construction
- o Specialized construction techniques and equipment

B. Organization and Staffing Responsibilities
- o Responsibilities of various organizations
- o Number of staff and availability required
- o Titles, duties and responsibilities of staff
- o Specialty inspectors
- o Lines of communication and authority
- o Approval and rejection of work
- o Authority to stop work
- o Statement of independence
- o Resumes

C. Inspection Plan and Field Practices
- o Inspection criteria
- o Knowledge of contract plans and specifications
- o Inspection equipment and resources
- o Contractor operations
- o Coordination with contractor's schedule
- o QCIP operations
- o Frequency of inspections
- o Documentation and follow-up action
- o Training

D. Documentation
- o Daily inspection reports
- o Nonconformance reports

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[1] Bullet items are minimum suggested topics. Additional topics should be included to fully describe the QCIP. A statement of "not applicable" is required for outline items not needed in a particular QCIP.

- o Other periodic reports
- o Maintenance of records
- o Photographs

E. Training
- o Study materials
- o Classroom instruction
- o On-the-job-training and supervision
- o Proficiency testing and certification
- o Resume update

F. Material Testing
- o Testing schedule
- o Testing standards
- o Testing organization
- o Adequacy of on-site laboratory
- o Adequacy of off-site laboratory
- o Evaluation of testing data and actions required
- o Documentation

G. Erosion Control and Environmental Compliance
- o Environmental compliance plan
- o Erosion and sediment control plan
- o License requirements
- o Specialized plans, permits and approvals
- o Frequency of inspections
- o Documentation and corrective actions
- o Environmental deficiency report

H. Schedule
- o Start and finish dates
- o Anticipated construction sequence
- o Staged and phased construction

I. Planned Use of Consultants
- o Areas of inspection and review
- o Consultants names and resumes

J. Appendices
- o Organizational chart

- Descriptions of duties and responsibilities of QCIP staff
- QCIP personnel resumes
- Project layout
- List of contract documents
- Materials testing schedule and referenced documents
- Example of reports to be used, e.g. nonconformance report
- Flow chart for tracking construction deficiency
- Contractor's schedule
- Record keeping procedures

APPENDIX VII-B

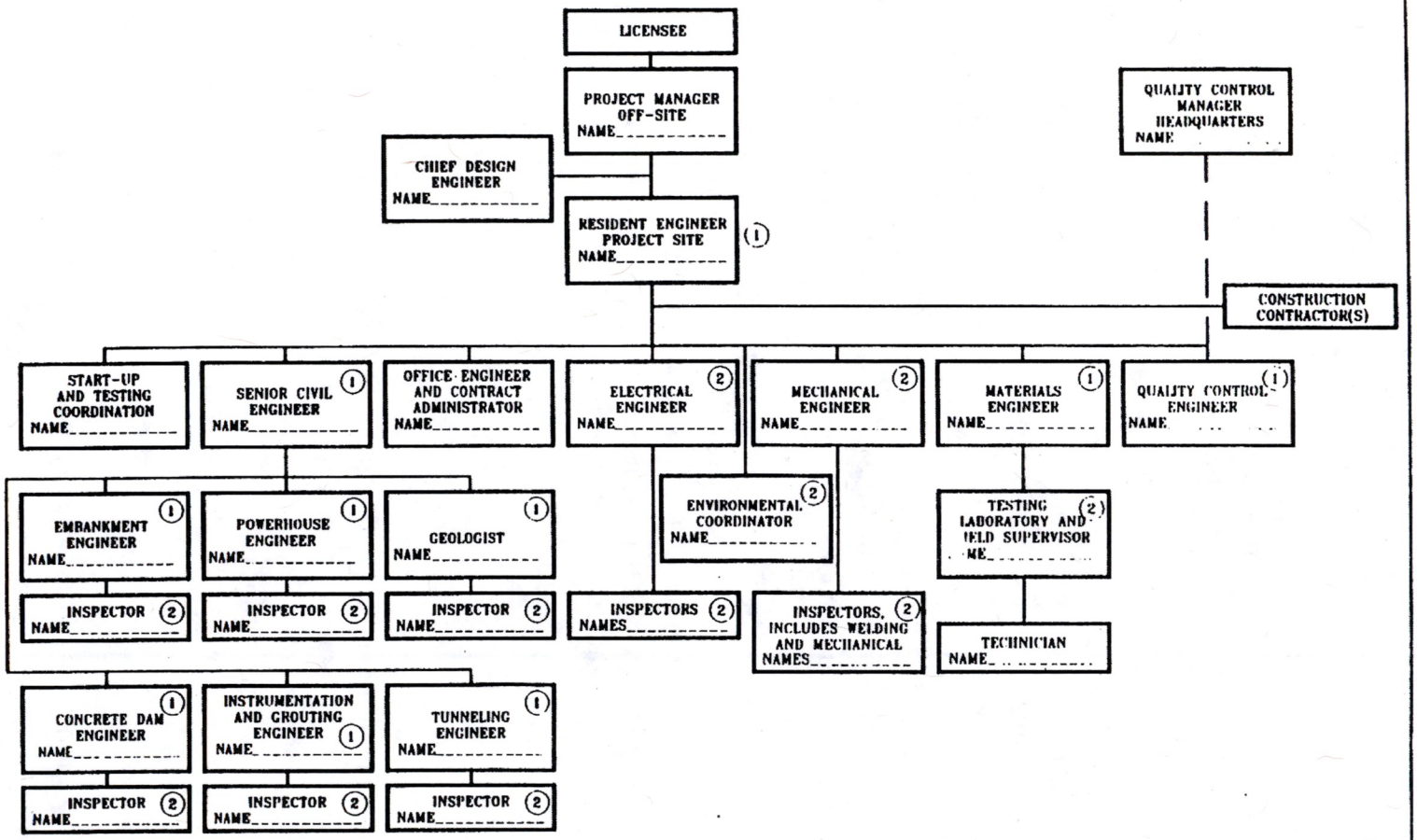
SAMPLE ORGANIZATION CHARTS

AND

DESCRIPTIONS OF DUTIES AND RESPONSIBILITIES

OF SOME KEY PERSONNEL

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 24,995
CONSTRUCTION MANAGEMENT ORGANIZATION CHART (SAMPLE)
(EMPHASIS PLACED ON QUALITY CONTROL INSPECTION PROGRAM)



TYPE OF CONSTRUCTION: CATEGORY 1A

CONSTRUCTION OF NEW DAM, POWERHOUSE, TUNNELS, SPILLWAY AND APPURTENANT STRUCTURES.

ADVANCED ENGINEERING AND DESIGN AND CONSTRUCTION MANAGEMENT BY ENGINEERING DESIGN FIRM UNDER CONTRACT TO LICENSEE. DESIGN FIRM DOES QCIP UNDER SUPERVISION OF SENIOR CIVIL ENGINEER.

LICENSEE COULD SUBSTITUTE FOR ANY COMBINATION OF THE DESIGN FIRM'S DUTIES.

CONSTRUCTION CONTRACTOR(S) UNDER SEPARATE CONTRACT WITH LICENSEE.

(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

Category 1A

Project 24,995

Project 24,995 has the construction management and QCIP being performed by an engineering design firm under contract to the licensee and the construction contractor under separate contract to the licensee.

As stated in Section 7-2.3, the number and specialities of inspectors proposed for each feature of construction should be included and should be determined by the type of construction and the construction schedule. This organization chart is for Category 1 construction, which requires the most comprehensive QCIP for projects under FERC jurisdiction. Thus there are numerous QCIP engineers and inspectors shown on the chart. When a qualified QCIP individual is proposed to cover more than one area of expertise, it should be demonstrated that there will not be a conflict in supervision and scheduling of construction inspections.

In this arrangement, the Senior Civil Engineer and the Materials Engineer (who is in charge of the field and laboratory testing) are the principal QCIP supervisors in the field and must coordinate activities with others such as the Environmental Coordinator and the Quality Control Engineer, all of whom report to the Resident Engineer. Sample abbreviated descriptions of duties and responsibilities for some key personnel are as follows:

Resident Engineer

The Resident Engineer is responsible for the management and general direction of the firm's site construction management organization. Will supervise the field inspection and testing activities and engineering staff functions. Also will recommend progress payment estimates, change order control, evaluation of claims and cost and scheduling of construction activities. Has authority to stop work for nonconformance or potentially unsafe work practices. Reports to the Project Manager, located off-site.

Senior Civil Engineer

The Senior Civil Engineer is responsible for the overall surveillance and inspection of construction activities and any related testing required to confirm compliance with the specifications. Through subordinates, prepares daily field inspection reports and directives. First individual with line responsibility for requiring the correction of any work by the contractor that does not conform to the specifications.

Has authority to issue nonconformance reports and notifies the Resident Engineer and Quality Control Engineer for resolution. Reports to the Resident Engineer and communicates to the Design Engineer any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. Has authority to stop work. Is notified of any recommendation to stop work by QCIP personnel who have the authority to recommend stop work to the contractor and their supervisor. Has limited or no responsibility or involvement with contractor negotiations, scheduling of construction and cost justification. Reports to the Resident Engineer.

Materials Engineer

The Materials Engineer is responsible for the operation of the materials laboratory and for the inspection of production in the concrete batch plant. Supervises both laboratory and field sampling and testing of concrete, embankment materials, penstocks, conduits and other major facilities. Responsible for quality control inspection of the batch plant and transportation to the point of placement. The first individual with line responsibility for requiring the correction of any work, under his control, by the contractor that does not conform to the specifications. Is notified of any recommendation to stop work by QCIP personnel who have the authority to recommend stop work to the contractor and their supervisor. Has authority to stop work and reports to the Resident Engineer.

Quality Control Engineer

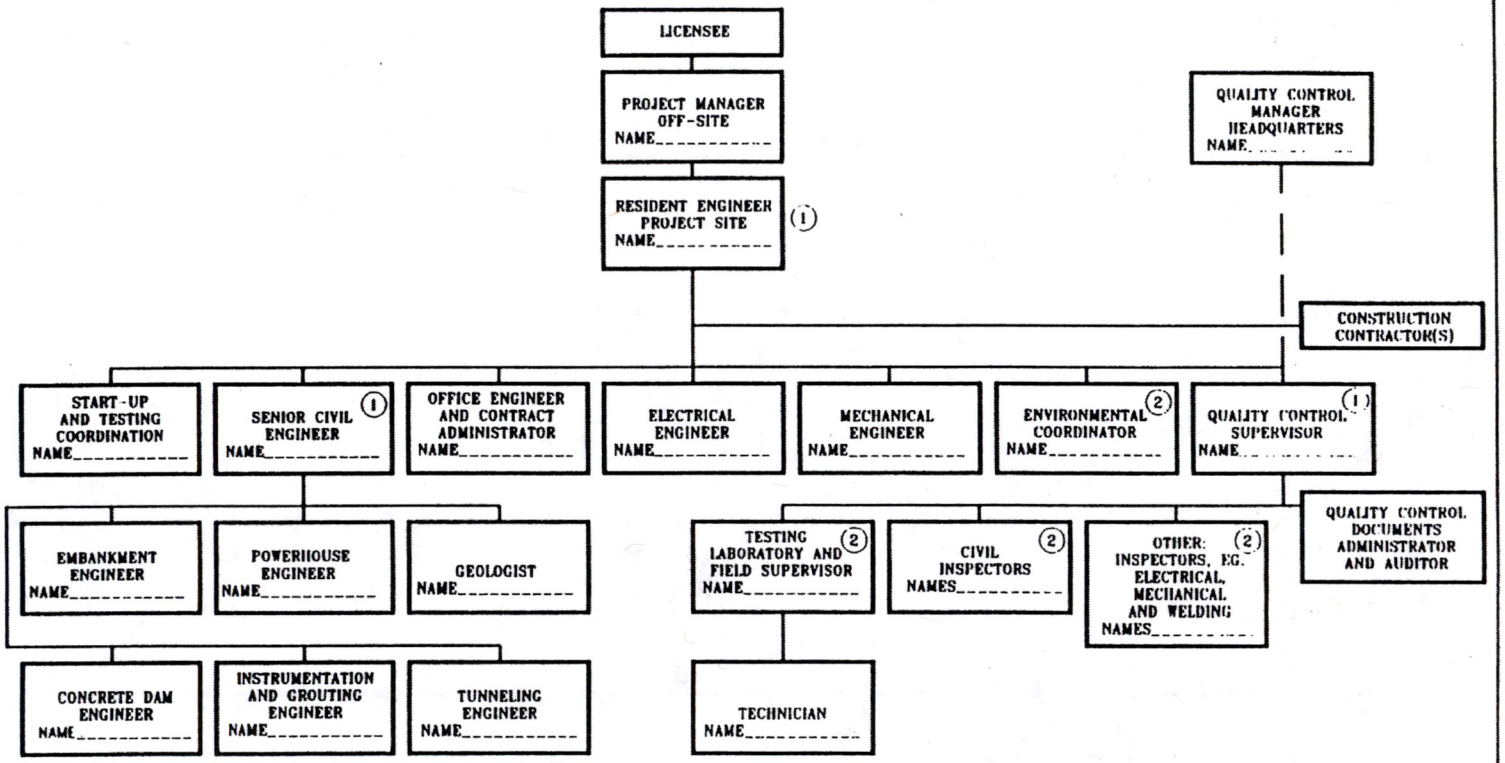
The Quality Control Engineer is responsible for assuring that all site activities for field inspection and materials quality control testing conform to the QCIP requirements. Reviews and audits the activities of the Materials Laboratory as well as the overall activities of the field inspection staff. Has authority to stop work. Is notified of any recommendation to stop work from QCIP personnel who have the authority to recommend stop work to the contractor and their supervisor. Reports to the Resident Engineer and communicates directly with the Quality Control Manager in Headquarters.

Environmental Coordinator

The Environmental Coordinator is responsible for reviewing and monitoring project construction on a daily basis to assure environmental compliance. Reviews contractor's environmental plans for compliance with approved license and permits. Documents environmental compliance with erosion and sedimentation control techniques, archeological monitoring, blasting and instream rock excavation techniques, reservoir clearing activities and permit specifications for special concern areas. Provides

environmental training to field inspectors and conducts environmental briefing course for construction personnel. Coordinates with field inspectors on construction activity relative to environmental compliance. Recommends modification of environmental plans that are determined to be unsatisfactory during construction. Collects quality control water samples on an as needed basis to verify the accuracy of the contractor's water quality results. Provides input to the monthly report concerning environmental and mitigation activities. Responsible for liaison with resource agencies on environmental issues and takes measures to avoid permit violations. Has authority to recommend stop work to the contractor and his supervisor and advises the Senior Civil Engineer, Materials Engineer and the Quality Control Engineer of the action. Reports to the Resident Engineer.

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 24,996
CONSTRUCTION MANAGEMENT ORGANIZATION CHART (SAMPLE)
(EMPHASIS PLACED ON QUALITY CONTROL INSPECTION PROGRAM)



TYPE OF CONSTRUCTION: CATEGORY 1A

CONSTRUCTION OF NEW DAM, POWERHOUSE, TUNNELS, SPILLWAY AND APPURTENANT STRUCTURES.

ADVANCED ENGINEERING AND DESIGN AND CONSTRUCTION MANAGEMENT BY ENGINEERING DESIGN FIRM UNDER CONTRACT TO LICENSEE. DESIGN FIRM DOES QCIP UNDER SUPERVISION OF QC SUPERVISOR. LICENSEE COULD SUBSTITUTE FOR ANY COMBINATION OF THE DESIGN FIRM'S DUTIES.

CONSTRUCTION CONTRACTOR(S) UNDER SEPARATE CONTRACT WITH LICENSEE.

(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

Project 24,996

Project 24,996 is similar to Project 24,995 in that the construction management and QCIP is being performed by an engineering design firm under contract to the licensee and the construction contractor is under separate contract to the licensee. However, the QCIP differs from Project 24,995 in that the QCIP field staff for Project 24,996 are under the supervision of the Quality Control Supervisor since the Senior Civil Engineer's primary function is as the Design Engineer. The Senior Civil Engineer and his staff will coordinate the design with construction activities and provide the necessary engineering support. Sample abbreviated descriptions of duties and responsibilities for some key personnel are described in the following paragraphs.

Quality Control Supervisor

For Project 24,996, the Quality Control Supervisor is the principal QCIP supervisor in the field and must coordinate activities with others such as the Senior Civil Engineer, the Electrical and Mechanical Engineers and the Environmental Coordinator. The Quality Control Supervisor is the first individual with line responsibility for requiring the correction of any work by the contractor that does not conform to the specifications. The testing laboratory and QCIP field inspectors are supervised by the Quality Control Supervisor. Through subordinates, prepares daily field inspection reports and directives. Reports to the Resident Engineer and communicates to the Senior Civil Engineer any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. The Quality Control Supervisor, Senior Civil Engineer and Resident Engineer have authority to stop work. Is notified of any recommendations to stop work by QCIP personnel who have the authority to recommend stop work to the contractor and their supervisor. The Quality Control Supervisor has limited or no responsibility or involvement with contractor negotiations, scheduling of construction and cost justification. Reports to the Resident Engineer and communicates directly with the Quality Control Manager in Headquarters.

QCIP Inspectors

The QCIP Inspectors are responsible for performing the required verification of the correctness and adequacy of the construction contractor's work in accordance with applicable specification, drawing and procedural requirements. Inspectors will document the results of each inspected function on the designated reporting form and inform responsible personnel about unsatisfactory items, while ensuring that corrective actions are taken to resolve the conditions. For defective work the inspectors will initiate a nonconformance report and submit the report to the Quality Control Supervisor for

resolution and will verify that the defect has been corrected. The QCIP Inspectors have authority to recommend stop work to the contractor and their supervisor. The QCIP Inspectors report to the Quality Control Supervisor. The QCIP Inspectors are responsible for observing and reporting on construction activities in their specific areas of assignment. The principal areas of inspection are civil, mechanical, electrical and welding. Brief descriptions of the responsibilities, in addition to those described in this paragraph, and inspection functions for Civil and Mechanical Inspectors are contained in the following paragraphs.

Civil Inspector

The Civil Inspector is responsible for such items as observing and recording the results of all critical clearing operations; survey work; lines and grades; excavation; blasting operations; instrumentation; foundation and concrete placement acceptance; batching, mixing, testing, and transporting concrete; drilling and grouting operations; earthworks such as placing, compacting and testing of embankments; rockfill; and tunneling. The inspection functions are dependent on the type of construction.

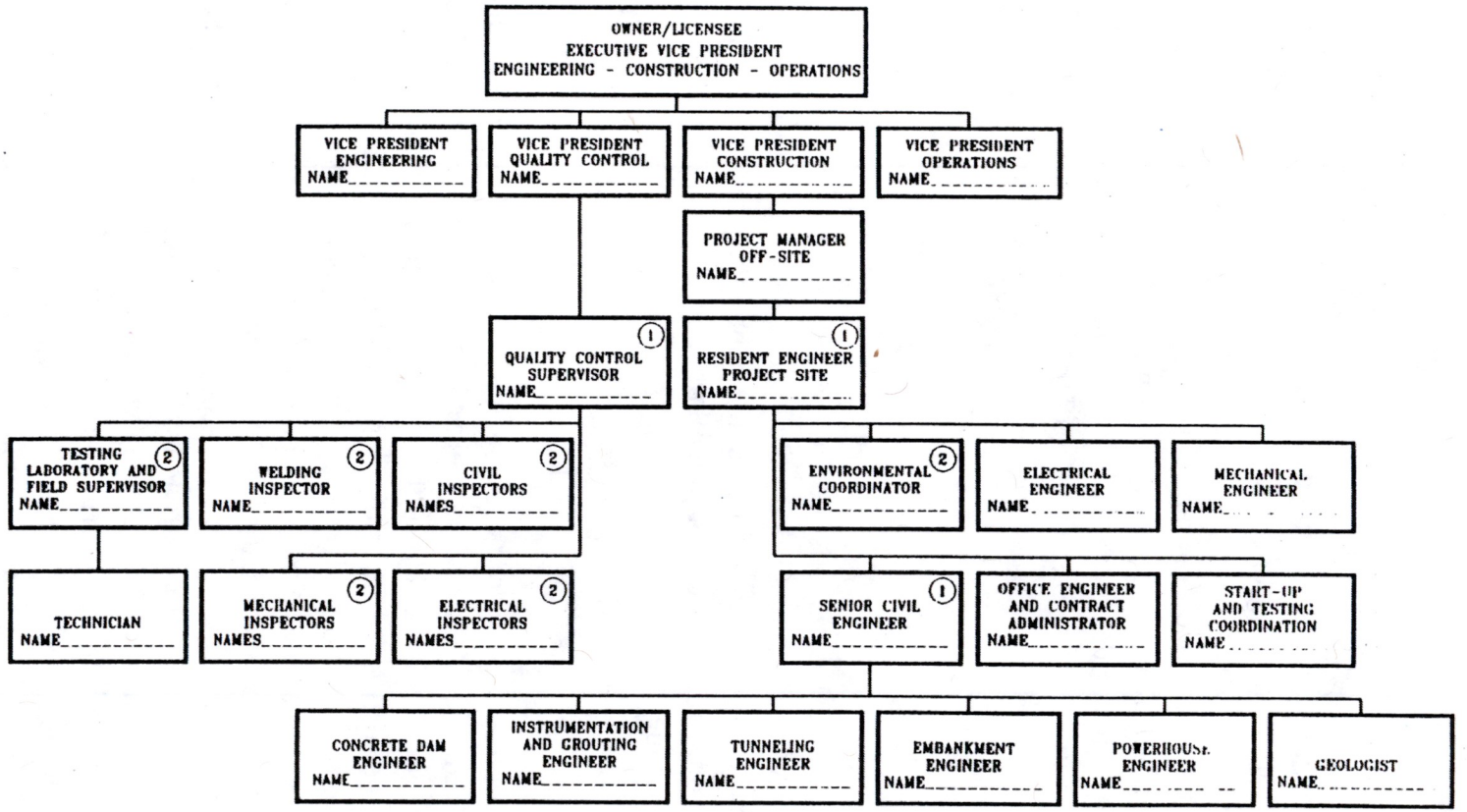
The Civil Inspector should observe and assure the adequacy of the field and laboratory tests. He should assure that the work is performed by qualified and, where specified, certified personnel.

Inspection for conventional concrete batching and placement is relatively straightforward and there is an abundance of information in the literature. Quality control inspection for roller compacted concrete (RCC) construction is substantially different than that of conventional concrete. RCC is discussed in Chapter 3 of the Engineering Guidelines. RCC construction involves placing and spreading no-slump concrete in horizontal layers and compacting with a smooth-drum, vibratory roller. Foundation preparation and concrete mix designs are very important for a RCC dam. Once construction starts, the rate is faster than conventional concrete or embankment construction. Therefore, it is necessary to construct a test fill (prior to construction of the RCC dam) to assess all of the required elements such as the mix design, speed of placement, compaction effort, workability suitable for compaction, joint cleanup requirement, segregation of coarse aggregates and contractor performance. As stated in Chapter 3, the test fill should be constructed outside of the footprint of the proposed structure. The test fill offers the QCIP staff an opportunity to gain useful experience in the operation of monitoring equipment that will be used on the actual fill. The Civil Inspector should be familiar with the results of the test fill and should use the design as a basis for his inspections. The Civil Inspector should also be familiar with restrictions during inclement weather.

Mechanical Inspector

The Mechanical Inspector is responsible for such items as observing and assuring the correctness of the fit, acceptable tolerances, alignment, embedment and mating of all critical parts of the field assembled turbine and generator. Assures that the contractor performs sufficient inspections on all mechanical components and material. Makes random and periodic inspections of the alignment, welding, flushing and hydrostatic testing of powerhouse piping. Verifies by inspection that the correct installation, alignment and final setting of mechanical components such as pumps, motors, pressure vessels, valves and air compressors. Participates in completion inspections of installed systems. Where appropriate, periodic site inspections should be made at fabrication shops.

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 24,997
CONSTRUCTION MANAGEMENT ORGANIZATION CHART (SAMPLE)
(EMPHASIS PLACED ON QUALITY CONTROL INSPECTION PROGRAM)



(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

TYPE OF CONSTRUCTION: CATEGORY 1B

CONSTRUCTION OF NEW DAM, POWERHOUSE, TUNNELS, SPILLWAY AND APPURTENANT STRUCTURES.

LICENSEE IS DESIGNER, CONSTRUCTION CONTRACTOR AND PROVIDES QUALITY CONTROL INSPECTION.

Category 1B

Project 24,997

In Project 24,997, the licensee is the designer, construction contractor and also provides quality control inspection. In the field, the Resident Engineer supervises and is responsible for construction and the Quality Control Supervisor supervises and is responsible for the QCIP. It should be noted that there is a separation of authority in the field between the QCIP staff and construction personnel and the reporting authority comes together in the office of the Executive Vice President for Engineering, Construction and Operations, a high level in the corporate structure. Sample abbreviated descriptions of duties and responsibilities for some key personnel are described in the following paragraphs.

Resident Engineer

The Resident Engineer is responsible for project management, production, costs and overall quality of work. Responsible for the general direction of the discipline activities, material and equipment coordination and contract coordination. Has authority to stop work for nonconformance work or potentially unsafe work practices. Reports to the off-site Project Manager.

Quality Control Supervisor

The Quality Control Supervisor is responsible for the overall surveillance and inspection of construction activities and any related testing required to confirm compliance with the specifications. Through subordinates, prepares daily field inspection reports and directives. First individual with line responsibility for requiring the correction of any work performed by the construction personnel that does not conform to the specifications. Has authority to issue nonconformance reports and notifies the Resident Engineer and Senior Civil Engineer for resolution. Communicates to the Resident Engineer and Senior Civil Engineer any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. The Quality Control Supervisor has authority to stop work. Is notified of any recommendation to stop work from construction management personnel who have the authority to recommend stop work. Has no responsibility or involvement with scheduling of construction and cost justification. Reports to the Vice President for Quality Control at the corporate level and communicates with the Resident Engineer and his staff at the project site.

Testing Laboratory and Field Supervisor

The Testing Laboratory and Field Supervisor is responsible for the operation of the materials laboratory and coordination with an outside laboratory, if appropriate, for the inspection of production in the concrete batch plant. Supervises both laboratory and field sampling and testing of concrete, embankment materials, penstocks, conduits and other major facilities. Responsible for quality control inspection of the batch plant and transportation to the point of placement. Has authority to recommend stop work to the contractor and to his supervisor and reports to the Quality Control Supervisor at the project site.

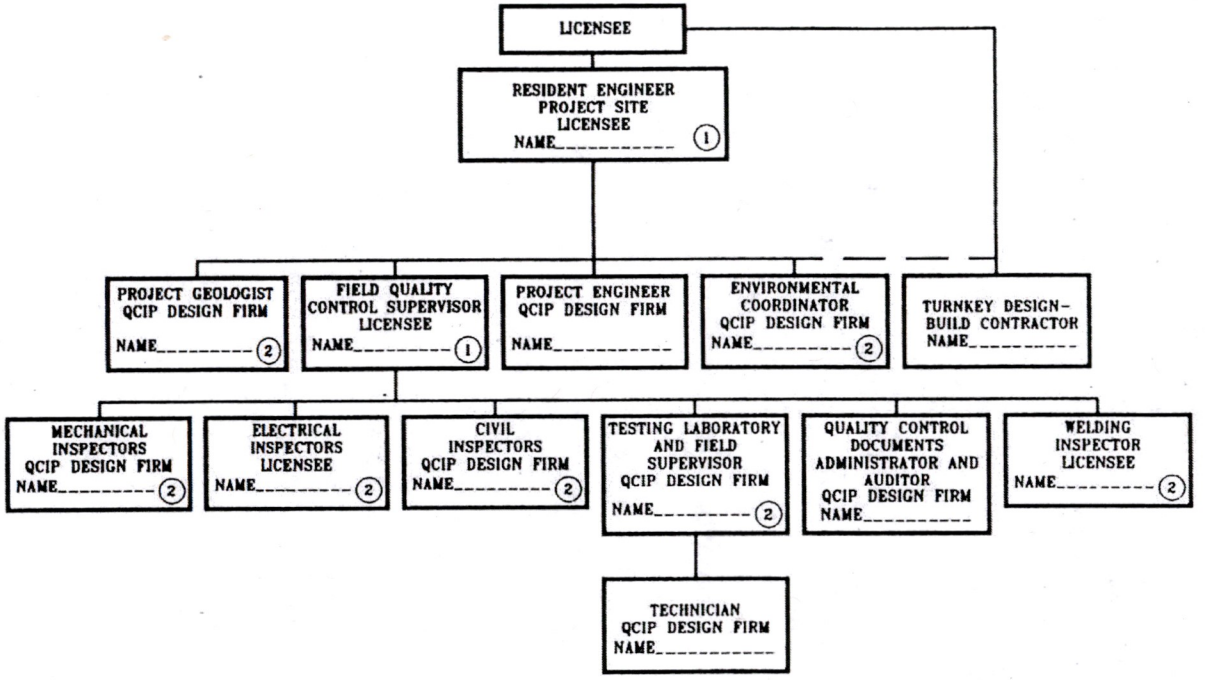
Civil Inspectors

The Civil Inspectors will verify that work in progress is being performed in accordance with applicable specification, drawing and procedural requirements. They will maintain an up-to-date status of construction progress and inform responsible personnel about unsatisfactory items, while ensuring that corrective actions are taken to resolve these conditions. For defective work, the Civil Inspectors will initiate a nonconformance report and submit it to the Quality Control Supervisor for resolution and will verify that the defect has been corrected. Have authority to recommend stop work to the contractor and their supervisor. Reports to the Quality Control Supervisor at the project site.

Senior Civil Engineer

The Senior Civil Engineer coordinates and approves project engineering design, manages the overall project to meet specifications and supervises a specialty staff of civil engineers and geologists. Approves engineering design and changes, resolves engineering design conflicts and interface problems within the project and has authority to stop construction if the work is deemed unsafe or in noncompliance with the specifications. Reports to the Resident Engineer.

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 24,998
QUALITY CONTROL INSPECTION PROGRAM
(SAMPLE)



TYPE OF CONSTRUCTION: CATEGORY 1C

CONSTRUCTION OF NEW DAM, POWERHOUSE, TUNNEL, SPILLWAY AND APPURTENANT STRUCTURES.

TURNKEY DESIGN-BUILD CONTRACTOR UNDER CONTRACT TO LICENSEE.

QCIP BY LICENSEE AND SEPARATE ENGINEERING DESIGN FIRM UNDER SEPARATE CONTRACT TO LICENSEE.

LICENSEE OR DESIGN FIRM COULD SUBSTITUTE FOR ANY COMBINATION OF QCIP DUTIES.

(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

Category 1C

Project 24,998

The organization chart for Project 24,998 in Appendix VII-B is considered representative of Category 1C.

Project 24,998 requires the construction of a new dam, powerhouse, tunnel, spillway and appurtenant structures. The QCIP is performed by a combination of licensee and separate engineering design firm personnel. The licensee has a contract with the design-build firm to design and construct the project and a separate contract with the engineering design firm for the QCIP. The QCIP could be staffed by all licensee or all design firm personnel and still accomplish the same purpose.

In this arrangement, the Field Quality Control Supervisor and the Testing Laboratory Supervisor are the principal QCIP supervisors in the field and report to the Resident Engineer, who is responsible for the QCIP. Sample abbreviated descriptions of duties and responsibilities for these personnel are contained in the following paragraphs.

Resident Engineer

The Resident Engineer is the licensee's senior project representative at the project site. Responsible for all interface and coordination between the licensee and the design-build contractor. Manages the activities of the QCIP staff and through the QCIP staff monitors the quality of the design-build contractor's work. Monitors the design-build contractor's engineering, construction reporting, quality control, progress and schedule. Reviews and assures resolution of all nonconformances. Reviews design changes and claims; however, normally, claims would be an internal matter with the design-build contractor. Assures compliance with the FERC licensing requirements. Has authority to stop work for nonconformance work or potentially unsafe work practices. Reports to the licensee's off-site Project Manager.

Field Quality Control Supervisor

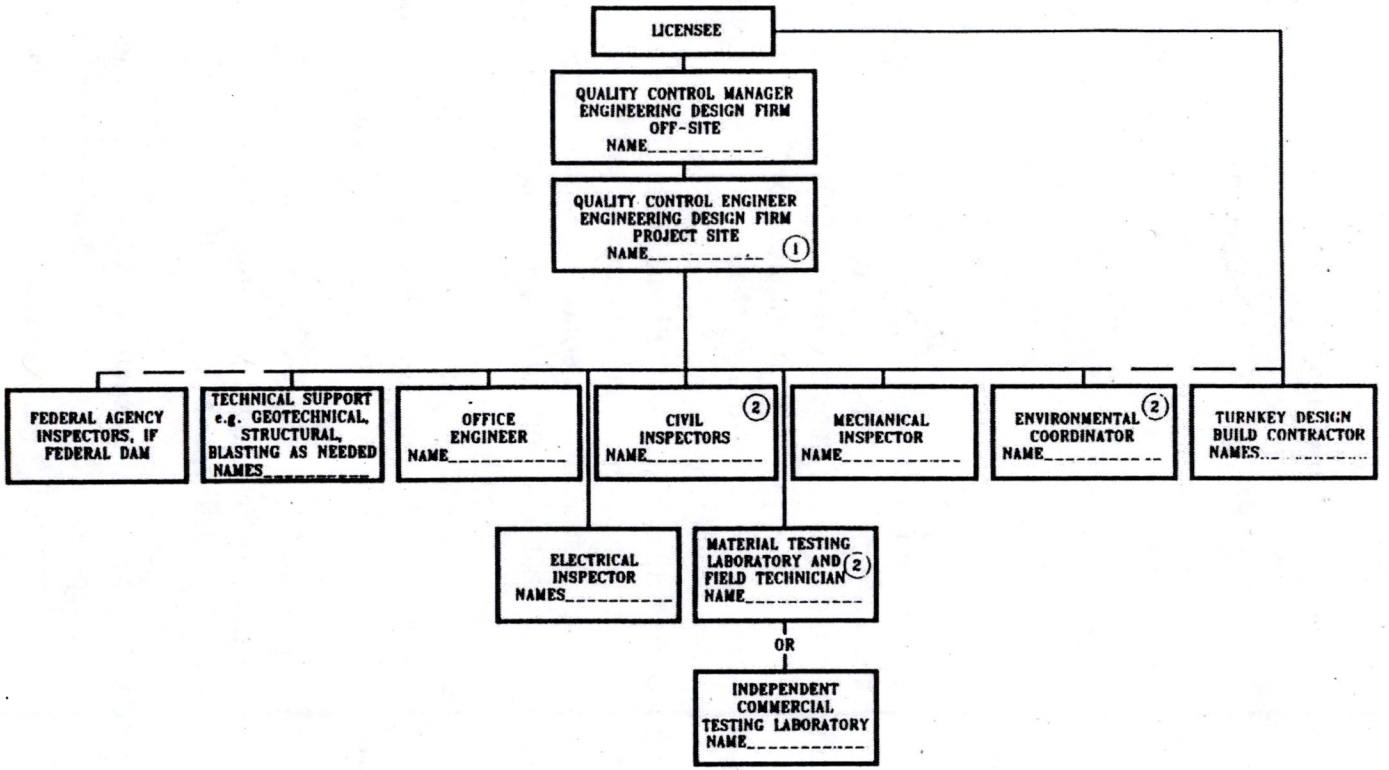
The Field Quality Control Supervisor is a licensee employee responsible for assuring that the design-build contractor's site activities are carried out according to the contract documents and the approved QCIP. He plans and directs the activities of a staff of inspection and testing personnel. He assures that records of satisfactory completion of site activities, equipment and material acceptability and qualifications of QCIP personnel are maintained. Through subordinates, prepares daily field inspection reports and

directives. Reviews the design-build contractor's construction inspection and test procedures and coordinates the results with the QCIP inspection and test results. Has the authority to issue nonconformance reports and notifies the Resident Engineer, Project Engineer, and Testing Laboratory Supervisor for resolution. Reports to Resident Engineer and communicates to the turnkey designer any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. Has authority to stop work due to adverse quality conditions. Is notified of any recommendation to stop work from QCIP personnel who have the authority to recommend stop work to the contractor and their supervisor. Has no responsibility or involvement with contractor negotiations, scheduling of construction and cost justification. Reports to the Resident Engineer.

Testing Laboratory and Field Supervisor

The Testing Laboratory Supervisor is an employee of the engineering design firm. Responsible for the establishment of certified testing facilities, equipment and personnel. Develops test procedures and instructions to personnel for testing performance. Coordinates the QCIP testing with the design-construct contractor testing to obtain maximum use of the information. Responsible for the performance testing of soils, aggregate, concrete, rockbolts, soil and rock anchors, conduits, penstocks, field welds and other required testing. Has authority to recommend stop work to the contractor and to his supervisor and has no responsibility or involvement with contractor negotiations, scheduling of construction and cost justification. Reports to the Field Quality Control Supervisor.

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 24,999
QUALITY CONTROL INSPECTION PROGRAM
(SAMPLE)



TYPE OF CONSTRUCTION: CATEGORY 2C

CONSTRUCTION OF A NEW POWERHOUSE AT AN EXISTING DAM.

CONSTRUCTION MANAGEMENT BY TURNKEY DESIGN-BUILD CONTRACTOR UNDER CONTRACT TO LICENSEE.

QCIP BY ENGINEERING DESIGN FIRM UNDER SEPARATE CONTRACT TO LICENSEE; HOWEVER, THE LICENSEE COULD BE SUBSTITUTED FOR THE DESIGN FIRM.

(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

Category 2C

Project 24,999

Project 24,999 requires the construction of a new powerhouse at an existing dam. There are numerous combinations of licensee/owner relationships relative to owner of the dam and owner of the powerhouse. For Project 24,999, the dam is operated by a Federal Agency and the licensee/owner of the new powerhouse is a non-public organization. The project is being constructed by a design-build contractor under contract to the licensee and the QCIP is being done by an engineering design firm under separate contract to the licensee.

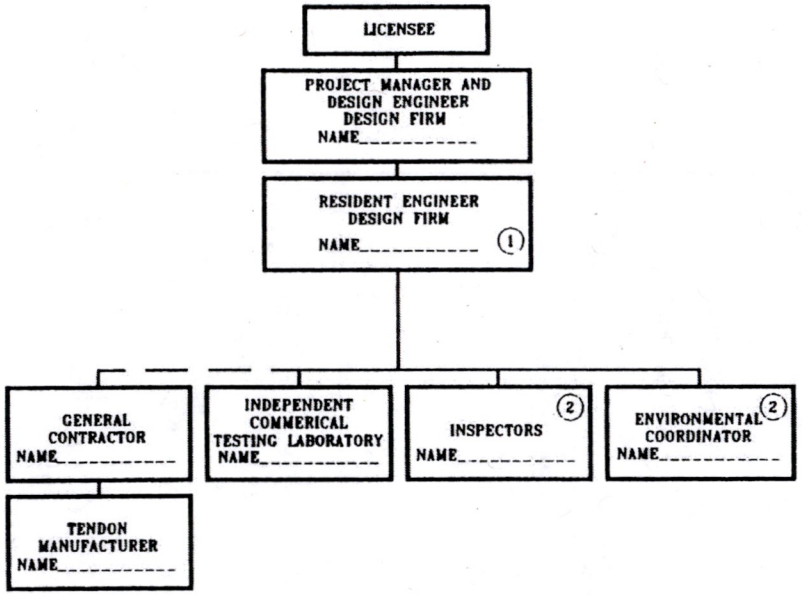
Quality Control Engineer

The Quality Control Engineer is the principal QCIP supervisor in the field and is responsible for the QCIP. As a representative of the licensee, he is responsible for all interface and coordination between the licensee and the design-build contractor at the project site. Is also responsible for all interface and coordination between the licensee and the Federal Agency inspectors. Reviews any design changes or claims involved with the design-build contractor and assures compliance with the FERC licensing requirements. Plans and directs the activities of a staff of inspection and testing personnel. Communicates to the turnkey designer any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. Through subordinates, prepares daily field inspection reports and directives. Has authority to issue nonconformance reports and to stop work due to adverse quality conditions or potentially unsafe work practices. Has limited responsibility and involvement with contractor negotiations, scheduling of construction and cost justification. Reports to the off-site Quality Control Manager.

The Federal Agency inspector will provide inspection of those items that affect the structural integrity or operation of the Federal project and will report to the Quality Control Engineer for verification of any discrepancy or correction.

Normally, technical support for disciplines such as geotechnical, structural engineering and blasting would be supplied from an off-site location on an as needed basis for construction of this type. These personnel would report to the Quality Control Engineer.

NONAME HYDROELECTRIC PROJECT
FERC PROJECT NO. 25,000
CONSTRUCTION MANAGEMENT ORGANIZATION CHART (SAMPLE)
(EMPHASIS PLACED ON QUALITY CONTROL INSPECTION PROGRAM)



TYPE OF CONSTRUCTION: CATEGORY 3A

MODIFICATION TO EXISTING PROJECT STRUCTURE(S), e.g. INSTALLATION OF POST-TENSIONED ROCK ANCHORS IN A CONCRETE GRAVITY DAM.

LICENSEE HAS SEPARATE CONTRACTS WITH A GENERAL CONTRACTOR AND AN ENGINEERING DESIGN FIRM, DESIGN FIRM RESPONSIBLE FOR DESIGN AND THE QCIP; HOWEVER, THE LICENSEE COULD SUBSTITUTE FOR ANY COMBINATION OF THE DESIGN FIRM'S DUTIES.

(1) AUTHORITY TO STOP WORK DUE TO ADVERSE QUALITY CONDITIONS.

(2) AUTHORITY TO RECOMMEND STOP WORK TO CONTRACTOR AND SUPERVISOR.

Category 3A

Project 25,000

The sample Construction Management Organization Chart for Project 25,000 is for the installation of post-tensioned rock anchors in concrete gravity dam. The licensee has separate contracts with a general contractor and an engineering design firm. The design firm is also responsible for the QCIP.

Project Manager

The Project Manager, who is also the Design Engineer for the engineering design firm, is located off-site. It should be stated in the QCIP that the Design Engineer will inspect anchor tests to verify that load increments, for performance and proof tests, conform to the design. For other types of Category 3 construction, it is important for the Design Engineer to inspect the construction frequently and at critical stages. Normally, for smaller jobs, the Design Engineer is located off-site.

Resident Engineer

The Resident Engineer, who is employed by the engineering design firm, is the principal QCIP supervisor in the field and is responsible for the QCIP. All site project activities are under the direction of the Resident Engineer. Has responsibility for the complete project including the construction, installation, coordination of testing, cost and schedule control, safety and material flow. Assures compliance with FERC requirements. Plans and directs the activities of a small staff of inspectors. Coordinates the necessary testing with a commercial laboratory, located off-site. In conjunction with his staff prepares daily field inspection reports and directives. Reports to the Project Manager any situation where the plans and specifications do not appear to be appropriate for the conditions encountered. Has authority to issue nonconformance reports and to stop work due to adverse quality conditions or potentially unsafe work practices. Reviews any design changes or claims involved with the contractor. Involved in contractor negotiations, scheduling of construction and cost justification. It may not be practical, on a small job such as this, for the principal QCIP supervisor in the field to have limited or no involvement with contractor negotiations, scheduling and cost justification. The Resident Engineer reports to the Project Manager, who is located off-site.

Due to the small QCIP staff the Resident Engineer and/or Inspectors will monitor and inspect such procedures as drilling, watertightness testing, grouting and bolt tension

tests, check for proper alignment of drill holes, proper materials and placement procedures for grout and compliance with anchor load test procedures.

APPENDIX VII-C

SAMPLE REPORT FORMS

NONCONFORMANCE REPORT

AND

ENVIRONMENTAL DEFICIENCY REPORT

NONCONFORMANCE REPORT SAMPLE

NCR NO.:

Subject: CONTRACTOR:

DESCRIPTION/AFFECTED AREA:

REFERENCE DOCUMENTS:

Contract No./Section:

Construction Drawing:

QC Inspector *Date*

QC Supervisor *Date*

DISPOSITION:

☐ REWORK ☐ REPAIR

☐ USE AS IS ☐ REJECT

ACTION TAKEN TO CONTROL NONCONFORMANCE:

QC Supervisor *Date*

STATEMENT OF COMPLETED ACTION:

ACTION COMPLETED:

QC Inspector *Date*

NONAME HYDROELECTRIC PROJECT

921130-FERC001

DISTRIBUTION:

SAMPLE

VALUE YOUR BUSINESS ENGINEERING CO.

ENVIRONMENTAL DEFICIENCY REPORT

To: _____ Date: _____ Time: _____

Please correct the following ENVIRONMENTAL DEFICIENCY by _____

Reference: _____

Please sign and return when corrected.

_____ _____
Signature Date

Distribution:

1. _____
2. _____
3. _____
4. _____
5. _____

Sketch

_____
VALUE YOUR BUSINESS ENGINEERING CO.

921130-FERC07T1

APPENDIX VII-D

SAMPLE

MATERIALS TESTING SCHEDULE

AND

REFERENCED DOCUMENTS

SAMPLE
Noname Hydroelectric Project
Materials Testing Schedule
Field Testing

Material	Test	Test Method and/or Standard	Test Frequency and/or Certification
River banks and run off areas	Compliance with erosion Control plan and effectiveness of erosion control measures	Visual/Daily turbidity	Daily
Rock anchors	Fabrication and installation	PTI Manual, ASTM A416 and A421	As directed by the Quality Control Engineer
Fresh concrete	Temperature	ASTM C172, metal dial type thermometers	First batch produced each day and every 50 cubic yards
	Air content	ASTM C231	First batch produced each day and every 50 cubic yards
	Slump	ASTM C143	First batch produced each day and every 50 cubic yards
Hardened concrete	Compressive strength	ASTM C31, C39 and C172 (7 and 28 day) amd ACI 214	Six test cylinders from first 100 cubic yards, four cylinders from each 150 cubic yards thereafter for each class of concrete in any one day

SAMPLE
Noname Hydroelectric Project
Materials Testing Schedule
Field Testing

Material	Test	Test Method and/or Standard	Test Frequency and/or Certification
Concrete Aggregate	Gradation, Fineness modulus, Abrasion, Specific gravity and absorption	ASTM C33, C127, C131, C136 and C289	Prior to delivery to batch plant. To be done by testing laboratory
Grout holes	Pressure test	As directed by contract specifications	Prior to pressure grouting
Random fill	Moisture content	ASTM D1557	At time of placing
	Density	ASTM D1557	Before use
	In-place density	ASTM D1556, and D2216	A minimum of one test for every three lifts or three tests for every 200 cubic yards
Structural steel	Field-welded connections	AWS D1.1	At completion and as directed by the Quality Control Engineer
Rock core	Direct shear strength	RTH 203-80	Minimum of three test specimens for each rock type to determine cohesion and the angle of internal friction. As directed by the Quality Control Engineer.

SAMPLE
NONAME HYDROELECTRIC PROJECT
REFERENCED DOCUMENTS

American Concrete Institute (ACI)

ACI 214-77	1983	Recommended Practice for Evaluation of Strength Test Results of Concrete

American Society for Testing and Materials

ASTM C 31	1985	Making and Curing Concrete Test Specimens in the Field
ASTM C 33	1986	Concrete Aggregates
ASTM C 39	1986	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 127	1984	Test for Specific Gravity and Absorption of Concrete Aggregate
ASTM C 136	1984	Method for Sieve Analysis of Fine and Coarse Aggregate
ASTM C 143	1978	Slump of Portland Cement Concrete
ASTM C 172	1982	Sampling Freshly Mixed Concrete
ASTM C 231	1982	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 289		Test Method for Potential Reactivity of Aggregate (Chemical Method)
ASTM D 1556	1982	Density of Soil In Place by the Sand Cone Method
ASTM D 1557	1978	Moisture Density Relations of Soil and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop
ASTM D 2216	1978	Method for Laboratory Determination of Water (Moisture)

Content of Soil, Rock, and Soil-Aggregate Mixtures

American Welding Society (AWS)

AWS D1.1	1988	Structural Welding Code

U.S. Army Corps of Engineers

RTH 203.80	1980	Direct Shear Strength of Rock Core Specimens, Rock Testing Handbook (RTH), Geotechnical Laboratory, Waterways Experiment Station

Value Your Business Engineering Co.

GC Spec.	1990	Specifications for General Construction Contract, Noname Hydroelectric Project (Engineer's Specification No. 23456-GC001)

APPENDIX VII-E

SAMPLE

CIVIL INSPECTION CHECKLISTS

SAMPLE
INSPECTION CHECKLIST
EXCAVATION

The following characteristics of excavation should be reviewed:

1. Perform a thorough review of all site exploratory reports made during design and during construction.

2. Peview site plans to note any underground structures to be avoided, such as pipes and utilities.

3. Prior to commencing excavation, clearing, grubbing and stripping operations should be completed to the areas shown on the site excavation drawings. Provisions should be provided for dust abatement.

4. For mass excavation remove soil, boulders, coal and any other unclassified materials to the lines and grades shown on the drawings.

5. For structural excavation remove in-situ materials for structures, underground utilities, pipes, culverts, drains or diversion channels to the lines, grades, elevations and dimensions shown on the drawings.

6. Sumps and wellpoints should be constructed and adequate pumps should be provided to prevent groundwater accumulation in the excavation.

7. Random sampling and testing should be performed on excavated material to note changes in soil classification or physical properties.

8. Borrow areas should be properly maintained to provide effective drainage and erosion control.

9. Excavation should be made to the lines, grades, elevations and dimensions as shown on the drawings or as directed by the foundation engineer or geologist to obtain a suitable foundation.

10. Completed excavation should be inspected, tested and accepted prior to placement of mud mats, slabs, pipes or structural backfill.

SAMPLE
INSPECTION CHECKLIST
EARTHWORK (BACKFILL)

The following characteristics of earthwork should be reviewed:

1. Determine the material requirements for the different types of earthwork on the construction project.

2. Check that material sources have been approved.

3. If method specifications are used, determine the compaction requirements. Determine what degree of compaction is needed to satisfy design criteria. Determine the type and weight of compaction equipment required and the number of equipment passes at a specified lift thickness necessary to meet density requirements.

4. Check that provisions are adequate for dust abatement.

5. Foundation should be inspected, tested and accepted prior to start of fill operations.

6. Provisions should be adequate for control and disposal of surface and subsurface water.

7. Fill and borrow areas should be maintained to provide effective drainage and are protected against erosion.

8. Field and laboratory tests should be conducted at the frequency specified to verify physical requirements of the fill material.

9. Fill material should meet moisture, compaction and density requirements and be placed in the specified lift thickness.

10. Moisture and density tests should be performed at random locations and at specified frequency.

11. Fill material should be brought to final grade and inspected, tested and accepted, if acceptable.

SAMPLE
INSPECTION CHECKLIST
CONCRETE PLACEMENT

The following characteristics of concrete placement should be reviewed:

1. Placing equipment is clean and free of loose concrete, mud, and other debris that could jeopardize the quality of the structure.

2. Reinforcing steel and embeds are clean and free of loose rust, grease or other matter that may adversely affect concrete bond.

3. Embedded piping has been tested as specified.

4. Joints and surfaces to receive concrete are free of deleterious materials.

5. Forms are clean and free of foreign material.

6. Provisions for hot or cold weather concrete protection are provided.

7. Concrete is placed in a manner to prevent segregation.

8. Placement of concrete is made in lift thickness as specified and within time restrictions between lifts for high lift placements.

9. Concrete is properly vibrated.

10. Placement is made to avoid excessive drying of fresh concrete before next lift is placed.

11. Concrete is sampled and tested at specified frequency for strength, slump, temperature and unit weight.

12. Concrete is brought to final grade and finished as specified.

Council Business Meeting

April 18, 2023

Agenda Item	City Manager 1 Year Performance Review	
From	Sabrina Cotta	Deputy City Manager/ Interim HR Director
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

City Manager Joseph L. Lessard had successfully completed his first year of employment with the City of Ashland. Per his contract, the City Manager will participate in an annual review.

BACKGROUND AND ADDITIONAL INFORMATION

The City Council conducted the Manager's annual performance review in executive session at the April 4th, 2023, and March 21, 2023, City Council Business Meetings. City Manager Lessard has met the standard of performance as dictated by the Mayor and Council with areas of excellence and areas of improvement identified. The Mayor and Council will conduct an assessment in six months to track progress to identified goals.

SUGGESTED NEXT STEPS

I move that the City Manager has successfully met the performance standard as set by City Council and has successfully passed his annual performance review.

REFERENCES & ATTACHMENTS

City Managers Contract

CITY OF ASHLAND
EMPLOYMENT AGREEMENT

CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into this 3rd day of January 2022, by and between the City of Ashland, an Oregon municipal corporation ("City"), and Joseph L. Lessard ("Employee").

RECITALS

A. The City desires to employ the services of Employee as the City Manager of the City of Ashland; and

B. It is the desire of the City to establish certain conditions of employment for Employee; and

C. It is the desire of the City to: (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuming Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when City may otherwise desire to terminate Employee's services; and

D. Employee desires to accept employment as the City Manager of the City of Ashland and to begin his employment on January 3, 2022.

AGREEMENT

Now therefore, the City and Employee hereby agree as follows:

Section 1. Duties and Ethical Commitments.

A. The City hereby agrees to employ Joseph L. Lessard ("Employee") as the City Manager of the City of Ashland, and Employee agrees to perform the functions and duties of the City Manager specified in the Ashland City Charter, the Ashland Municipal Code, and the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the Mayor and/or the City Council, shall from time-to-time assign. The City Manager shall devote his full time to the performance of his duties except as specifically permitted by Subsection 2.C. of this Agreement.

B. Employee shall be the chief executive and administrative head of the City and shall faithfully perform Employee's lawfully prescribed and assigned duties with reasonable

care, diligence, skill, and expertise. Employee shall not be required to accept the City's assignment of any duties outside of the scope of those stipulated in the Ashland City Charter, the Ashland Municipal Code, and the job description for the position of the City Manager and customarily performed by persons holding the role of City Manager in the absence of Employee's express written consent to such assignment. The City may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. The City shall not unreasonably interfere with Employee's performance of such duties.

C. Except as may be provided otherwise by the Ashland City Charter, the Ashland Municipal Code and other applicable law, or the City's agreement with any other person, Employee shall have the authority to establish internal rules and procedures which the Employee deems necessary for the efficient and effective operation of the City.

D. The City expects Employee to adhere to the highest professional standards. The Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The City shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the International City Manager Association (ICMA) Code of Ethics. The ICMA Code of Ethics are attached hereto as Exhibit "A" and incorporated herein by this reference. Neither the Mayor, the City Council, nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 2. Effective Date; Term.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City, as provided in the Ashland City Charter, to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 11, "Termination and Severance Pay," of this Agreement. Except as specifically provided in this Agreement, Employee shall serve at the pleasure of the City without any requirement to demonstrate cause for dismissal.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions of this Agreement.

C. Employee agrees to begin his employment with the City on **January 3, 2022** (the "Effective Date") and to remain in the employ of the City and not become employed by any other employer until this Agreement is terminated. This provision shall not restrict Employee from using vacation leave or administrative leave for teaching, consulting, or

other activities provided these activities do not conflict with the regular duties of the Employee and are approved in writing by the City Council.

D. In the event Employee wishes to voluntarily resign his position during the term of this Agreement, Employee shall be required to give the City not less than thirty (30) calendar days' prior written notice of such intention, unless such notice is waived by the Mayor, with the consent of the City Council. Employee will cooperate with the City in every way with the smooth and normal transfer of his position to any newly appointed individual.

Section 3. Salary.

Beginning January 3, 2022, the City agrees to pay Employee a monthly salary at Step 3 of the City's salary schedule (**currently $13,623.05 per month/$163.477.00 annually**). Employee may advance to the next step of the salary schedule (currently **$14,304.22 per month/$171,651.00 annually**) after six (6) months of employment with successful performance as determined by the City Council. The City agrees to annually increase the monthly salary and/or other benefits of the City Manager in the same percentage as may be accorded to other Management and Confidential Employees of the City. This Agreement shall be automatically amended to reflect any salary or benefit adjustments that are provided or required by the City's compensation policies.

Section 4. Performance Evaluation.

The Mayor and City Council shall review and evaluate the performance of the Employee at least once annually. Employee shall receive a written copy of the performance evaluation and be provided an adequate opportunity for the Employee to discuss the details of the evaluation.

The City agrees to provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of his duties and services pursuant to this Agreement.

Section 5. Hours of Work; Administrative Leave.

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the City is not adversely affected. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime. In recognition of the extra hours required of the City Manager, Employee shall receive eighty (80) hours of Administrative Leave in July of each year, beginning in July of 2022, as set forth in the City's Management Resolution. Employee will receive forty (40) hours of Administrative Leave on the Effective Date of this Agreement. Administrative Leave shall be used before June 30 each year or it shall be deemed forfeited.

Section 6. Automobile Allowance.

Employee's duties require that Employee shall have the use of a motor vehicle at all times during employment with the City. The City shall provide an automobile allowance of **$400.00 per month** for the use of said motor vehicle for travel. Employee shall also receive reimbursement for mileage at the IRS mileage rate in effect at the time for any travel beyond fifty (50) miles from the City of Ashland. Employee shall be responsible for paying for insurance, operation, maintenance, and repairs of the motor vehicle.

Section 7. Health Insurance, Sick Leave, and Other Benefits.

A. Except as modified by this Agreement, Employee shall be entitled to receive the same retirement, health insurance, vacation, sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended in the future, as apply to Management and Confidential Employees, as set forth in the City's Management Resolution in addition to any benefits enumerated specifically for the Employee in this Agreement. Employee shall accrue vacation leave at the rate set forth in Subsection 6.1.3 of Resolution No. 2021-18 (14 hours for each full calendar month of service) for the first year of employment beginning on the Effective Date of this Agreement and at the rate set forth in Subsection 6.1.4 of Resolution No. 2021-18 after the first full year of employment (16 hours for each full calendar months of service). Additionally, the City will provide forty (40) hours of vacation leave and forty (40) hours of sick leave on the Employee's first day of work. Sick leave shall accrue without limit; however, Employee will not be entitled to receive any form of compensation for unused sick leave upon leaving employment with the City. Employee will be required to use at least eighty (80) hours of vacation leave annually.

B. Except as otherwise specifically provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to Management and Confidential Employees of the City as provided in the City's Management Resolution.

Section 8. Housing Assistance.

At Employees option, the City agrees to either: a.) reimburse Employee for the actual cost of any rental housing used as by Employee as a residence in an amount of up to **$2500.00 (two thousand five hundred dollars)** during Employee's first six (6) months of employment with the City; or b.) provide the City-owned property known as the Hardesty House to Employee for Employee's use as a residence for a period not to exceed twelve (12) months beginning on the Effective Date of this Agreement. The use of the Hardesty House shall be provided at the 2022 local Fair Market Rent set for two-bedroom houses of $1195.00 (one thousand one hundred and ninety-five dollars) per month. Employee may rent storage space at the Hardesty House property for Employee's household items or other belongings for a period not to exceed twelve (12) months from the Effective Date for a monthly rental rate of $100.00 (one hundred dollars). If Employee elects to use the Hardesty House as either a residence or as storage space, Employee shall be required to execute a waiver of liability and release of claims with the City prior to such use.

Section 9. Memberships and Professional Development

The City hereby agrees to budget and to pay the professional dues and subscriptions of Employee for his participation in up to three (3) national, state, and local associations and organizations necessary for Employee's continued professional growth and advancement, and for the good of the City. The City agrees to budget for Employee expenses to attend the annual ICMA, Oregon City/County Managers Association (OCCMA) and Oregon League of Cities conferences. Expenses include registration fees, lodging, meal expenses, and mileage as set forth in Section 6 (or airfare). If sufficient funds are available and budgeted, the City also agrees to reimburse Employee in an amount not to exceed $2,000.00 (two thousand dollars) annually for registration fees, lodging, and other necessary travel and subsistence expenses of the Employee when he represents the City at additional conferences, for trainings or seminars, or official business meetings that serve the City's interest and are reasonably necessary to provide for the Employee's professional advancement. Membership on any national or state government commission or committee shall be subject to the approval of the City Council.

Section 10. Professional Liability and Bonding

A. The City agrees that, to the maximum extent permitted by law, it shall defend, hold harmless, and indemnify the Employee from and against any costs, expenses, demands, claims, suits, actions, or awards incurred in connection with or arising out of an alleged act or omission occurring in the performance of the Employee's duties in his official capacity, provided the incident arose while the Employee was acting within the scope of his duties.

B. The City shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 11. Termination and Severance Pay

A. For the purpose of this Agreement, termination shall occur when:

1. The City terminates the Employee in accordance with the Ashland City Charter, the Ashland Municipal Code, or a City personnel policy.
2. If the City, its citizens, or the legislature acts to amend any provision of the Ashland City Charter, the Ashland Municipal Code, or enabling state legislation pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position and such change substantially alters the City's form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless such reduction is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
4. If the Employee resigns following an offer to accept resignation, conveyed in

writing or during a Council Business Meeting or an Executive Session, by the Employer that is representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the offer.

4. A breach of any provision of this Agreement by the City which is not cured within thirty (30) calendar days after written notice from Employee describing the conduct that constitutes a breach.

5. A breach of any provision of the Agreement by the Employee is not cured within thirty (30) days of written notice from City describing the conduct that constitutes a breach. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event be deemed as conduct that constitutes a breach of contract.

B. In the event Employee is dismissed by the City during the term of this Agreement, and Employee is not being dismissed for any reason set forth in Subsection A.1, Subsection A.5., Subsection C, or Subsection D of this Section 11, the City agrees to offer Employee a severance agreement. Such severance agreement shall not be unreasonably withheld. The amount of severance pay to be offered to Employee in the severance agreement shall be equal to twelve (12) months of the Employee's monthly base salary at the time of dismissal during the first two (2) years of employment. The amount of severance pay to be offered to Employee in a severance agreement shall be reduced to an amount equal to nine (9) months of the Employee's monthly base salary at the time of dismissal beginning in year three (3) of his employment and shall be further reduced to an amount equal to six (6) months of the Employee's monthly base salary at the time of dismissal beginning in year four (4) of his employment with the City.

In addition, the severance agreement offered to Employee will require the City to continue to pay the employer portion of the premiums for medical and dental insurance coverage through the end of the month the Employee's severance pay is intended to cover or until the last day of the month in which Employee obtains employment with alternative insurance whichever occurs earlier.

As a condition of the severance agreement, the Employee will be required to fully release the City, its officers, representatives, insurers, and employees from any and all claims arising from employment with the City and the separation of employment.

C. Employee will not be eligible to receive the severance agreement described in this Section 11 if Employee breaches any provision of this Agreement, or if Employee neglects his duties or engages in any act of misconduct in the performance of duties on behalf of the City. The term "misconduct" includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, or failure to correct performance deficiencies identified in writing by the City Council after a reasonable opportunity, as determined by the City, to correct the deficiencies; committing any violation of City policies or standards that the City deems a serious violation; or engaging in other acts or omissions demonstrating a

disregard for the interests of the City. The term "misconduct" also includes engaging in criminal acts or in any other off-duty behavior that the City views as impairing the Employee's ability to effectively perform the Employee's duties or as materially jeopardizing the reputation of the City.

D. Employee will not be eligible to receive the severance agreement described in this Section 11 if Employee, in accordance with applicable law, is dismissed due to a disability that prevents Employee from performing the duties of the position.

Section 12. Amendments to Agreement.

City may, upon agreement with the Employee and by written amendment to this Agreement, fix such other terms and conditions of employment from time to time, as it may determine relating to the performance by Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement.

Section 13. Moving and Relocation Expenses

The City will pay the expenses associated with moving Employee's household to the City of Ashland and will reimburse the actual costs associated with the move in an amount not to exceed **$20,000 (twenty thousand U. S. dollars).** Moving expenses include packing, moving, storage costs, unpacking, and insurance charges for moving and storing Employee's household goods. Moving expenses may also include actual lodging and meal expenses and mileage costs for moving two personal automobiles and shall be reimbursed at the current IRS allowable rate while the Employee is in transit. Moving expenses may also include actual lodging, meal expenses, and mileage (or airfare) for travel between the cities of Ashland and Austin, Texas, for the Employee and his spouse for purposes of securing a residence in Ashland or for managing Employee's household relocation to Ashland from Austin, including oversight of final arrangements for Employee's vacated Austin housing. Due to the shortness of time available to Employee to relocate to the City of Ashland before the Effective Date of employment, Employee shall be allowed to use compensatory leave for travel between the cities of Ashland and Austin and for moving Employee's personal automobiles. The provisions of this Section 13 shall be in addition to any reimbursements due to Employee for expenses incurred on behalf of the City for Employee's final employment selection interview trip to Ashland from November 30 to December 6, 2021.

Section 14. Other Terms and Conditions of Employment.

The Employee is subject to all personnel policies of the City and the City's Management and Confidential Employees Resolution except to the extent that they are inconsistent with an express provision set forth in this Agreement. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the terms or provisions of the City's personnel policies, including the City's Management and Confidential Employees Resolution, the terms of this Agreement shall take precedence.

Section 15. PERS Pick-up.

The City shall enroll the Employee into the Public Employees' Retirement System (PERS) at the first permissible opportunity. Employee contributions to PERS shall be "picked up" by the City. Employee shall not have the option of receiving money designated for retirement contributions and directly making the contribution to PERS.

Section 16. Severability.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision.

Section 17. Complete Agreement

This Agreement constitutes the entire understanding between the City and Employee and supersedes all prior agreements, representations, and understandings between them, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding on the City unless it is set forth in writing and signed by the Mayor and approved by the City Council. Likewise, no waiver of any provision of this Agreement shall be valid unless set forth in writing and signed by the Mayor and approved by the City Council.

Dated this 17th day of December, 2021.

Julie Akins
Mayor

Gary Milliman
City Manager Pro Tem

Accepted this 17th day of December, 2021.

Joseph L. Lessard
Employee

CITY OF
ASHLAND

ADMINISTRATIVE POLICY LAST MODIFICATION: 11/18/2019

Policy No. #2019.10.03

ORIGINATING DEPARTMENT: Administration

SUBJECT: Compensation for work out of classification

PURPOSE: To create a consistent City standard for situations when added compensation is granted for work outside of regular job classification. This policy applies to all exempt and hourly employees not covered by a collective bargaining unit. Employees covered by a collective bargaining contract will be paid according to the terms of that agreement.

STATEMENT OF POLICY: The City of Ashland recognizes that the needs of the organization change over time and during organizational change, existing staff may be required to perform duties in addition to, or outside of, their regular work assignment. In such cases, the City will recognize added responsibility with added compensation in two ways: Temporary Extra Duty Pay or Out-of-Class/ Acting-in-Capacity pay.

TEMPORARY EXTRA DUTY PAY

When compensation is requested for significant work tasks assigned in addition to a City employee's existing job duties for a period of longer than 30 work days. Significant work tasks are job duties that another City employee would be paid to perform due to the specialized knowledge or skill needed. Significant work tasks would not include work that could be performed by an untrained temporary worker, higher volumes of the employee's normal work, or backlog created by an employee's unsatisfactory performance.

Temporary Extra Duty Pay may be granted to an employee or employees who absorb those "significant" work tasks on a temporary basis. Examples of applicable situations include but are not limited to: a position vacancy that remains unfilled, an unforeseen absence of a regular employee, time-sensitive legal mandates, special projects, or other unforeseen staffing shortages which necessitate work to be accomplished by existing staff in addition to their normal job duties.

Temporary Extra Duty Pay of up to 2.5%/hour may be granted when an employee is assigned significant additional tasks in addition to their normal workload for a specific period of time greater than 30 days. Work tasks to be compensated must be clearly defined in-writing by a supervisor and endorsed by the Department Head in consultation with Human Resources as the most efficient means of carrying out the work.

Temporary Extra Duty Pay will be reflected on the Personnel Action Form of the receiving employee(s) and will be subject to monthly review by the Department Head for a period up to (6) six months. Temporary Extra Duty Pay is intended to compensate an active employee for additional work performed and will not be paid during periods of paid time off (sick, vacation, comp or admin leave). If a holiday

falls during a time Extra Duty Pay is assigned, it will apply for the holiday. Temporary Extra Duty Pay will be evaluated by the City Administrator and Human Resource Director at six months. In no case shall an employee receive Temporary Extra Duty Pay for more than six months without specific written authorization from the City Administrator.

OUT-OF-CLASS (OOC) or ACTING-IN-CAPACITY PAY (AIC)

Existing employees may be required to perform work in a higher job classification while still remaining in their current job classification. The City recognizes the added duties and responsibilities by paying Out-of-class pay or Acting-in-Capacity Pay.

Out-of-Class or Acting-in-Capacity assignments are also temporary in nature. They require an employee to fill a higher job classification on a temporary basis, along with additional significant work tasks. Employees receiving OOC or AIC shall receive additional compensation of 5%/hour above their base compensation or the first step in the salary range of the higher position they are filling, whichever is higher.

Compensation for OOC or AIC will only be provided if assignment is preauthorized and the employee substantially performs the work of the higher job class for a duration exceeding 10 workdays. There is no retroactivity for OOC or AIC pay, it must be established before the employee fills the higher job classification. Examples of when the City may elect to pay OOC or AIC pay include but are not limited to: vacant positions that have a legal or operational requirement to be filled, during emergencies, or other circumstances when a critical staffing need can most effectively be met by moving an existing employee into that position on a short-term basis.

Authorization for OOC or AIC Assignment

A request for OOC or AIC Assignment should be made in writing and submitted to the Human Resources Director and City Administrator for approval. The request must include the following elements for consideration:

- Employee's current job classification and pay rate
- Rate of pay being requested (the first step in the higher pay range or 5% whichever is greater).
- Why is the employee being asked to perform work at a higher level? Or, what are the current staffing conditions that initiated this request for the employee being asked to perform work at a higher level?
- How long will the employee be performing work out of class?

Appointments into a higher job class will be broken out into two separate categories:

Short-duration OOC or AIC Assignments: Appointments into a higher job class intending to last 30-days or less will be noted on the employee's timesheet and payment of the higher rate will only apply to active workdays and paid holidays. Any accrued paid leave (sick, vacation, comp or administrative leave) will be paid at the employee's regular rate of pay.

Long-duration OOC or AIC Assignments: Appointments into a higher job class for more than 30-days will be noted on the Employee's Personnel Action Form. OOC or AIC Appointments longer than 30-

days will result in a temporary override to the employee's pay grade, and he/she will be paid at the higher payrate for the entire appointment to include all paid time off including vacation, sick, compensatory time, administrative leave, and holidays. All other compensation, benefits or accrual rates stay at the level associated with the employee's regular job classification.

OOC and AIC appointments are intended to compensate current City employees who fill a dual-role on a temporary basis, OOC and AIC appointments are not intended to last longer than 6-months. A formal review of job tasks and employee classification must be conducted within 6-months. Requests to extend an OOC or AIC assignment beyond 6-months must be made in-writing to the City Administrator. Any changes to the duration of the appointment, wage or other conditions must be pre-approved by Human Resources and the City Administrator through a change to the employee's Personnel Action Form.

Approved:

Kelly Madding, *City Administrator* Date: 11/22/19

Reviewed as to Form:

Dave Lohman, *City Attorney* Date: 11/20/19

Special Prec. HPAC annual report 04.18.23

CITY OF ASHLAND
Better Together

ASHLAND HISTORIC PRESERVATION ADVISORY COMMITTEE
CITY COUNCIL UPDATE
April 18, 2023

Good evening, honorable Mayor and Councilors.

I appreciate the opportunity to address the Council on the work of the Ashland Historic Preservation Advisory Committee or HPAC over the last year. I have served on HPAC for the last five years, and was elected as Chair in the Fall of 2021. I am indebted to the former Chair, Dale Shostrom, whose considerable knowledge and experience in leading the Historic Preservation Advisory Committee over many years has proven to be an invaluable resource. I do not have a background in the building trades, but I do have a lifelong commitment to the preservation of historic buildings and the stories they tell. My aspiration to be able to read architectural blueprints remains largely unfulfilled, but my colleagues on the Historic Preservation Advisory Committee have shown great forbearance with my learning process. I also want to give credit to the exceptional support of the staff from the City Department of Community Development. Regan Trapp is the person the Committee relies on for organizing our monthly meetings, and she does so with remarkable cheerfulness.

As many of you know, the Ashland Historic Preservation Advisory Committee is a nine-member citizen advisory body that reviews planning applications, building permits and sign permits within the city's four historic districts. The Historic Preservation Advisory Committee works with developers and property owners to ensure that both new construction and renovations compliment the four National Register historic districts. In a typical year, before the pandemic, HPAC provided over 300 volunteer hours by holding Committee meetings, as well as advising community members, property owners and design professionals on potential and on-going projects through the Committee's weekly Review Boards.

HPAC resumed in person meetings as of October of 2022, although we continue to offer the option of participation via Zoom. Our Review Board meetings were discontinued with the pandemic as well, but will resume this week. These weekly in-person Review Board meetings, in which at least three members of the Committee review building permits, sign permits and pre-application submittals for properties in the historic districts and also meet with property owners, contractors and designers to provide informal initial design feedback. The Committee is eager to reconvene these Review Boards so that applicants will have the benefit of more timely advice about the specific requirements related to projects in the Historic Districts.

Despite the disruptions in continuing to hold meetings virtually for much of 2022, HPAC was able to fulfill its mandated responsibilities. These accomplishments are listed below:

- As noted, HPAC returned to regular, in person monthly meetings in October of 2022.
- HPAC held it first Committee retreat in January, which we hope will become an annual occurrence. The retreat provided the opportunity to meet in person to discuss the Committee's roles and responsibilities; review an audit report of the city's activities as a Certified Local Government

prepared by the State Historic Preservation Office; refresh ourselves on the Historic District Development Standards and how to better incorporate them in Committee recommendations to application; consider new ways to promote preservation; look the city's newly adopted goals, visions and values; and receive an update on state legislation which could impact historic preservation in Oregon.

- HPAC reviewed and made recommendations on three land use applications and two pre-applications. Staff reviewed **10** planning applications and **24** building permits in the four National Register Historic Districts.

- HPAC has organized activities for our local Historic Preservation Week, which is being held the week of May 14th this year.

    - The centerpiece of the week is an awards ceremony to honor projects that are the best representation of historic preservation in Ashland for the last year. The awards ceremony will be at 12:30 on Wednesday, May 17th at the Butler Bandshell in Lithia Park.
    - Other events scheduled include two walking tours with local historian and writer Peter Finkle of Walk-Ashland-dot-com and Historic Commissioner Dale Shostrom: the first will be at 1:30 p.m. on May 17th – right after the awards ceremony - and will focus on the downtown.
    - And the second at 10:30 a.m. on Saturday will focus on the Railroad District. Additional information and registration details regarding these walking tours will be on the city website shortly.
    - The Ashland Memorial Mausoleum at the Mountain View Cemetery will also be open for self-guided tours from 8:30 a.m. to 4:00 p.m. on Friday, May 19th.

- After almost five years of working in collaboration with the Public Arts Advisory Committee on the "Marking Ashland Places" (MAP) project in the Railroad Historic District, we'll be unveiling the first of five distinctive bronze medallions in the Railroad Addition historic district. These medallions commemorate significant historic sites in the district, and will be installed in the neighborhood sidewalks. HPAC continues to work with Public Art in considering the next phase of this exciting project.

The Historic Preservation Advisory Committee encourages anyone who is interested in historic preservation to attend our regular meetings, which are held in person – with the option to attend via Zoom - on the first Wednesday of the month, starting at 6:00 p.m.

Thank you for your time.

Beverly Hovenkamp, Historic Preservation Advisory Committee Chair

Consent #2 Grant App 01.18.23
Linda Reid

Limitations of the State's Executive Order 23-02 Funding

The funding identified through the Governor's Executive Order (E.O. 23-02) in support of addressing a Statewide Homelessness Emergency has two very narrow and specific objectives:

- to increase shelter quality, capacity, and utilization, for Jackson County by creating 67 new shelter beds
- to rapidly rehouse 133 homeless households through placing them in existing rental units

The E.O. has stated that communities have until January 10th to complete these activities, report outcomes, and expend all the funding. There is not guarantee of ongoing operational funding for project or programs initiated under the State funding; ongoing costs will be the responsibility of the implementing entity unless future funding is provided unless the initiated project or program is discontinued.

The First step in the award of local funding process is the issuance of a to be released Request for Proposals (RFP) by the Jackson County Continuum of Care (JCCC). Once proposals are submitted in response to the RFP and reviewed, competitive grants will be awarded by the JCCC. The JCCC has preliminarily identified that local rehousing efforts will utilize the existing model of rental assistance. Contracts with award recipients are not expected to be signed until sometime in May, that gives grantees eight months or less to develop, contract and/or otherwise complete all activities proposed, and expend all funding awarded.

The E.O. is clear that the funding is to provide rapid and reportable outcomes which will be tracked in an online dashboard to show how the funding is benefiting targeted populations and addressing the statewide homelessness emergency.

The Draft contract that was provided to the Multi-Agency Coordination teams set out specific guidelines for how activities will be offered and executed, including:

- All grantees must utilize the coordinated entry system to prioritize and track delivery of services to the most vulnerable households. Utilizing the Coordinated Entry system is a HUD continuum of Care program grant requirement.
- All grantees must report outcomes in the Homelessness Management Information System, (HMIS) which is the statewide database. Data from the HMIS system will be used to track outcomes on the Oregon Housing and Community Services website. Local shelter providers and non-profit service providers presently utilize the HMIS system as part of direct client services.
- All sheltering activities must be low barrier. The State sample contract for this funding defines requirements for low barrier shelters as follows:
    - *Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources that people move through to housing quickly. In order to meet minimum standards as a low barrier shelter the following three conditions must be met:*

- *Sobriety (shelters may establish requirements or limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities and treatment are voluntary);*
- *No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and*
- *Shelter accommodates pets and belongings.*
- *Furthermore, the following best practices will be key components or indicators of a likely successful low barrier shelter. These practices mirror the learnings from City of Ashland and Medford shelters and*
    - *Shelter has minimal expectations or requirements of people seeking shelter.*
    - *Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;*
    - *Shelter welcomes self-defined family and kinship groups to seek shelter together;*
    - *Shelter can identify financials resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;*
    - *Shelter accommodates pets and belongings.*
    - *Shelter's intake process and housing navigation services coordinate closely with community -based outreach services and coordinated entry;*
    - *Shelter creates flexible and predictable access for people seeking shelter;*
    - *No charge to individuals or families for stays, meals, or other services at the low barrier shelter; and*
    - *Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.*
- *Funded activities must be Housing Focused: "Activities conducted under this agreement may not screen participants out solely on the basis of certain behavioral psychological, physiological, citizenship or immigration status or economic preconditions. Services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Recipient must actively coordinate services and supports for helping people exhibit homelessness and make efforts to reduce barriers to re-housing individuals and families in their community."*
- *Habitability Requirements: Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFT 576.403, regardless of whether 24 CFR 576.403 independently applies to such shelters apart from this agreement.*

Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this agreement. Shelter units may be in the form of Non-congregate Free-Standing Units if they provide the following amenities.

- *Heat*
- *Electircity*
- *The ability to close and lock a door*
- *Showers and restrooms onsite*
- *Hard-surface walls and roofing*
- *Food preparation facilities available onsite or with an action plan to provide meals to shelter residents.*

Should the City Council authorize staff to respond to an RFP, it should be kept in mind that the City will be competing against other applicants for the portion of the funding dedicated to address the creation of shelter beds which expected to be approximately $4Million. Of the $8.8 Million allocated to Jackson County Continuum of Care approximately $4Million will be restricted to rapid rehousing efforts.

There are three other potential applicants for this funding of which the City staff are aware. The City of Medford will be proposing a project which has the potential to create all 67 shelter beds needed to meet the stated goal, and this a campground project is well into the processes of planning and execution in having already acquired the property and planning approvals. The City of Medford will be applying to install the infrastructure to place the required amenities and pallet shelter like structures, as well as the operational costs for the 8-month period that the grant funds are available. The other potential applicant of which we aware is likely to be the Set Free Christian Fellowship proposal to provide emergency shelter through a tiny house/camping project. Rogue Retreat is also likely to seek funding to rehabilitate their project turnkey project to provide new shelter beds.

If the City of Ashland does not put forward an application which addresses the stated goal to provide shelter beds or would not be ready to proceed and implement in short order, then Ashland would most likely not be competitive through the Request for Proposal Process.

Considerations for a City Sanctioned Activity

According to the 9th Circuit Court ruling, the location of a facility must provide a reasonable alternative to use of public space for homeless occupancy. To meet this test, a facility's location should not place an undue burden on residents and must be within a reasonable distance to access needed amenities including transit, grocery stores, or other resources needed by the homeless. Generally, facility locations should be evaluated based on access to such amenities, generally looking for locations to be within a reasonable walking distance to retail and/or public transit.

Addressing issues of public sleeping, and other City responses to addressing the impacts of homelessness on communities is a legally unsettled area, and the City is trying to avoid any invitation for litigation.

Site Management Considerations

The 9th Circuit Court also invokes a principle called the Created Danger principal, which may be applied to managed camps created by Municipalities and which preferences the establishment of camps with oversite to allow for protections for both staff and residents by not exposing a person to dangerous situations that they may not otherwise have been exposed to if not for the actions of the municipality.

City staff has been informed by non-profit service providers that there are presently three distinct groups of unhoused individuals currently residing in the community

- The working poor, who just need a place safe place to stay.
- People who have addiction issues but are generally functional and able to get along with others and manage behaviors.
- People who experience severe persistent mental illness (SPMI) and/or drug addiction, also known as dual diagnosis. This population displays the most severe and disruptive behaviors which can make it difficult for them to reside or interact in close proximity with others.

While the first two populations could probably experience successful outcomes with limited support or intervention, the SPMI population would need direct oversight to address behaviors that could be negatively impactful to individuals, the group as a whole, or compromise the safety and stability of the location. It would be discriminatory to screen out those with severe mental health issues for an inclusive facility, consequently any proposed activity for a low barrier shelter must provide behavioral oversight and maintain overall safety. We know from experience, that running a managed shelter/camp site accommodating approximately 40-50 people, in compliance with the low-barrier shelter objectives costs around 40K a month.

MASLOW PROJECT

Stabilize. Engage. Thrive

2021-2022
ANNUAL REPORT

CRIS AYSON
Finanace Manager

HANNAH BORGERSON
Community Engagement Specialist

DENISE BROWN
Housing Case Manager

KRISTIN CRONIN
Phoenix-Talent Case Manager

BLANCA DURAN
Bilingual Case Manager

ALFONSO FERNANDEZ
Outreach Advocate

MARY FERRELL
Executive Director

MARILEE FORD BARRERA
Operations Manager

NICOLE HOEFFINGER
Medford Case Manager

LAURA LESKIN
Office Manager

CHEYENNE NICHOLS
Program Supervisor

MATT NORTHROP
Program Supervisor & Case Manager

NICOLE RITTERBUSH
Advocate Team Lead

CORRIE SOMMERFELD
Development Director

FALLON STEWART
Program Officer

BRANDY STROMME
Grants Pass Team Lead Case Manager

CINDY TILLY
Grants Pass Case Manager

TINA WEBB
Team Lead Case Manager

JARED WOLFF
Case Manager Josephine County

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MASLOW PROJECT

CDBG Susan Hall
FOR the Record
Thx.

4/18/23
Attention: Ashland City Council
I request this testimony be entered into the Minutes of this meeting on the record.

Susan Hall RN
Ashland

I am here tonight to oppose the second reading of this F&B tax ordinance & I oppose the Food & Beverage tax Measure 15-214 on the May 16 ballot. This Measure extends the F&B tax an additional 10 years to 2040. This 10 year extension request from Parks was hand carried into Council by Councilor Hansen on February 7, 2023. With Council's 5:1 passage of Councilor Hansen's motion it was clear that every one of you, except Councilor DuQuenne, have failed to grasp the serious potential consequences of this extension. Not only is it wrong to burden Ashland residents with 17 years of the F&B tax at this time, the potential for future crippling debt to the City and taxpayers will exist if Measure 15-214 were to pass.

I summarized this in my Letter to the Editor of the RV-Times. This is my LTE:

4/13/23
RV-Times Titled it:
"Measure would be a "pot of gold" for Ashland Parks"

MORE DEBT?

BIG BUCKS! That's what 17 years of a "dedicated revenue stream" from 98% of the Food & Beverage Tax (FBT) would give Ashland Parks and Rec. (APRC) if Measure 15-214 passes on May 16, 2023. Proponents of 15-214 avoid disclosing the new 2040 end date.
Why? 3 reasons:

- 15-214 obligates voters to pay FBT for 17 years (not 7).
- 15-214 establishes a guaranteed revenue source from 98% of the FBT for 17 years.
- This guaranteed revenue yields approximately $3Million the first year and using a 4% annual escalation, approximately $24 Million by 2030, and approximately $75 Million by 2040.

This Pot of Gold has the potential to become collateral for APRC to sell revenue bonds to investors for whatever projects Parks wants. With approval of a revenue bond sale by City Council, the City & taxpayers would be in DEBT until the principle and interest are repaid.

I urge Council to recognize the potential debt Ashland residents, their children and their grandchildren could be left with to pay. Do not pass the second reading of this ordinance and reject Measure 15-214.

Thank you

Susan Hall RN
Ashland
4/18/23

Susan R Hall RN

From: [redacted]
To: Public Testimony
Cc: Chad Woodward; Bob Kaplan; [redacted]
Subject: Public Testimony - Ashland City Council (4/18/2023)
Date: Friday, April 14, 2023 8:49:43 PM

[EXTERNAL SENDER]

Climate Change Adaption - Ashland Forest Plan

Mayor Graham and Council,

I provided the following comments, on 9/27/2023, regarding an earlier draft of the Addendum:

"While the current draft of the Climate Change Addendum addresses strategies to prepare for and become more resilient to climate change, it does not address how the AFP will achieve carbon neutrality by 2030. In order to address the later the AFP Addendum should include, at a minimum, the following:

- Quantification of GHG emissions from forest practices including climate impacts directly related to carbon black. (NOTE to editor: please include a definition of carbon black and its impact on climate and human health).
- Identification of GHG emission offsets for AFP land management activities that could serve to achieve carbon neutrality by 2030."

The updated draft does not provide this information. Instead it includes the following statement in an apparent response to my original comment.

"Though the Ashland Climate Energy Action Plan calls for carbon neutrality, we recognize that this may not be possible on City forestlands, where goals of community wildfire safety and maintaining forested ecosystems intact are higher priorities."

It is critical that the Climate Change Addendum quantify AFP greenhouse gas emissions and the extent of carbon sequestration. These details are needed to understand the extent of additional emission reductions that the city must achieve, or off-sets it must implement to achieve the CEAP's goals.

Thanks you,
Gary Shaff
[redacted]

Climate Change Addendum AFP – Charisse Sydoriak
4/18/22

April 18, 2023

To: Ashland City Council and City Manager

Subject: Proposed Climate Change Addendum to the Ashland Forest Plan

From: Southern Oregon Climate-Smart Working Group (SOCS)

I am a resident of Ashland and I represent the Southern Oregon Climate-Smart Working Group (SOCS). SOCS reviewed the draft addendum and provided comments on November 12, 2022. Since many of our comments were not clearly addressed in the proposed Addendum we are resubmitting comments for Council consideration and adding a question about the relationship to the Climate and Energy Action Plan (CEAP).

1) The proposed addendum provides no specifics on when, where, why, or how the proposed "adaptative management" activities will take place. A "shopping list" of strategic intentions over a 25-year period is hard to envisage. Which items on the list have a higher priority for action and why? A timeline and framework for action is critical to enable public engagement as the projects are developed and implemented.

2) Where are fire and other types of "refugia" on the City's forested lands? The decision to define some management areas as "refugia" should be explained and scientifically justified. May we assume that this will be accomplished in an updated Forest Plan? If so, when can we expect the update?

3) Provide maps and other graphics to show areas of concern for each resource management objective. After nearly two decades of active management, it would be useful to understand which objectives are not likely to be met because of climatic change, and to see where the problems areas are located. (Unfortunately, the "Ashland Forest Plan Map Package" link posted on the City website does not work.) Please make this information publicly accessible and provide adequate time to study and comment on the information before taking decisive action.

4) The final example of "necessary adaptive management updates…" is coordinating with various entities including the USFS. Since climate change adaptation options are limited on the ~1,200 acres of City owned forest lands, this is a critical need. We encourage the City to move forward with coordinated action as soon as practical.

5) While a significant amount of public engagement occurred nearly 20 years ago, the demographics of the City have likely shifted. It might be imprudent to assume that tree removal is widely supported as the best option especially since harvesting of green trees is being considered as a preventative management action. The recent thinning project on private forest lands adjacent to City managed forest lands has generated a lot of public concern and interest. We suggest that a comprehensive public education strategy be developed along with more diverse opportunities for input before significant tree removal is undertaken.

6) The relationship between the Ashland CEAP and 2016 Forest Plan goals and objectives is not clear. Is the CEAP natural resources strategy: "NS-1-1. Manage forests to retain biodiversity, resilience, and ecosystem function and services in the face of climate change" the only connected action? If not, what are the connected actions and how will they be coordinated? What about the following strategies listed in the CEAP:

   NS-1-2. Use green infrastructure such as bioswales, permeable pavement, other pervious surfaces to reduce flood risk and minimize sediment entry into creeks from trails and roads.

   NS-1-3. Undertake restoration efforts to retain and restore native fish and riparian species.

   NS-1-4. Map and protect areas that provide ecosystem services.

7) We applaud the authors for recognizing that "the restoration paradigm that guided previous forest planning and management" is no longer realistic, and that a strategy that uses "new science and technology to effectively address climate change-induced forest land conditions" is necessary. Instead of alluding to using this "new science and technology for adaptive management," it would be more appropriate to demonstrate how it works and the associated assumptions and implications. The "climate smart"[1] adaptation approach is one of several involving critical review of goals and tactics at a suitable scale to assess and prepare for uncertain future conditions. It involves scenario planning, deliberate experimentation, and ideally incorporates assessment of the carbon flux impacts with efforts to minimize emissions. We recommend that the proposed Addendum be revised to contain more detail about how the "necessary adaptive management updates in planning and management actions" will be actualized.

In closing, I would like to suggest that Council consider posting all management advisory committee meeting times and dates on the City Calendar. Since decommissioning I have been unable to find out when and where the Forest Lands Committee meets each month. I attempted to go to a "regularly" scheduled session in January but there was no one there.

Respectfully,

Charisse Sydoriak for SOCS

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[1] Glick, P., B.A. Stein, and K.R. Hall. 2021. Toward a Shared Understanding of Climate-Smart Restoration on America's National Forests: A Science Review and Synthesis. Washington, DC: National Wildlife Federation. https://www.nwf.org/ClimateSmartRestoration

Stein, B.A., P. Glick, N. Edelson, and A. Staudt (eds.) (2014). Climate-Smart Conservation: Putting Adaptation Principles into Practice. National Wildlife Federation, Washington, D.C. https://www.nwf.org/ClimateSmartGuide

Swanston, Christopher W.; Janowiak, Maria K.; Brandt, Leslie A.; Butler, Patricia R.; Handler, Stephen D.; Shannon, P. Danielle; Derby Lewis, Abigail; Hall, Kimberly; Fahey, Robert T.; Scott, Lydia; Kerber, Angela; Miesbauer, Jason W.; Darling, Lindsay; Parker, Linda; St. Pierre, Matt. 2016. Forest Adaptation Resources: climate change tools and approaches for land managers, 2nd ed. Gen. Tech. Rep. NRS-GTR-87-2. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northern Research Station. 161 p. http://dx.doi.org/10.2737/NRS-GTR-87-2

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

Tonight's Meeting Date_____

Name MIRIAM REED (please print)

Address (no P.O. Box) 1565 Siskiyou Blvd #3 Ashland

Phone 458 658 5787 **Email** miriam@miriamreed.com

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) EMFs in Ashland

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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

Written Comments/Challenge:_____

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Tonight's Meeting Date 4/18/23

Name Bruno Marcotulli
(please print)

Address (no P.O. Box) 508 Liberty St.

Phone 541-708-0103 **Email** italiandane@gmail.com

Regular Meeting

Agenda topic/item number 5G/Mr. Campinelli **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 4/18/23

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) 56 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 4/18/23

Name Paul Mozina (please print)

Address (no P.O. Box) 767 Roca St.

Phone 414 344-8931 **Email** paulmozina@gmail.com

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) AFD

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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Email to the City Recorder

CITY OF ASHLAND

City Council Speaker Request Form

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

1) Download and complete this form, including the topic you want to speak on and send to the City Recorder using the email button or directly to public-testimony@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 at public-testimony@ashland.or.us for the record.
5) Speakers are solely responsible for the content of their public statement.

Meeting Date 4/18/2023

Name Mary Farrell, Maslow Project

Address (no P.O. Box) _____

Phone _____ **Email** _____

Agenda Topic/Item Number/Topic CDBG Public Hearing

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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 April 18, 2023

Name Charisse Sydoriak
(please print)

Address (no P.O. Box) 622 Holly St

Phone 505-309-8011 **Email** charsyd3@gmail.com

Regular Meeting

Agenda topic/item number XII, 2. **OR**

Topic for public forum (non agenda item) Climate Change Addendum to the Ashland Forest Plan

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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

Written Comments/Challenge:_____

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

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

Speaker Request Form

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

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

Tonight's Meeting Date 6/18/23

Name Susan Hall RN
(please print)

Address (no P.O. Box) 210 E. NEVADA ST.

Phone 510-828-1344 **Email** SRhallRN@icloud.com

Regular Meeting

Agenda topic/item number XIII 1. **OR**

Topic for public forum (non agenda item) 2nd Reading of Ordinance 3220

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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

Written Comments/Challenge:_____

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CITY OF ASHLAND
Better Together

A PROCLAMATION IN SUPPORT OF THE OREGON SHAKESPEARE FESTIVAL

WHEREAS, the Oregon Shakespeare Festival, know with affection locally as OSF, is an important anchor for the Ashland community and for the Southern Oregon region, contributing significantly to Ashland's and the Rogue Valley's quality of life, and

WHEREAS, OSF is an integral part of the theatre, arts, nature and culinary experiences that give Ashland its unique character and attractiveness, drawing visitors, businesses and residents to the City, and

WHEREAS, OSF plays an important role underpinning the local economy and actively carries this responsibility for the betterment of local businesses and Ashland's citizens, and

WHEREAS, OSF inspires the next generation of theater professionals across a continuum of professional roles, thus propagating a commitment to excellence in the arts spanning generations, and

WHEREAS, Ensuring a bright, sustainable future for OSF also assures Ashland retains its character rich lifestyle and vibrant local economy, and

WHEREAS, OSF's operations have suffered from the effects of the recent pandemic and the Almeda Fire but its Board of Trustees are actively moving to recover from these events with sound business decisions that can enable the organization to move forward with strength, and

WHEREAS, OSF is working to build momentum with a new fundraising effort that targets a successful 2023 Season and builds toward continued success in 2024, and the 90th Anniversary Season in 2025, knowing that its supporters in Southern Oregon and beyond can help it fulfill its mission to delight audiences with powerful stories through exceptional in-person and online theatrical experiences, and

WHEREAS, OSF recognizes that partnering for momentum with the City Council, other elected officials and local economic institutions to build the Ashland Brand Community, as proposed at the City's recent Economic Roundtable, serves the interests of the entire Ashland community, and

WHEREAS, The City of Ashland City and its citizens have been consistent in their support of OSF and remain committed to its continued success.

NOW, THEREFORE, I, Tonya Graham, on behalf of the City of Ashland, do hereby confirm our support of OSF and call upon the local community to continue its support in whatever appropriate capacity because, *In Ashland we are Better Together.*

Dated this 18th day of April 2023

Tonya Graham

Tonya Graham, Mayor

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Melissa Huhtala
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Melissa Huhtala, City Recorder

Better Together

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CITY OF ASHLAND
Better Together

A PROCLAMATION FOR NATIONAL HISTORIC PRESERVATION MONTH IN ASHLAND

WHEREAS, Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, *and*

WHEREAS, The historic houses and buildings of Ashland help make our City unique and provide links with the aspirations and attainments of the City's pioneers and their descendants, *and*

WHEREAS, These fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage, *and*

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, *and*

WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, *and*

WHEREAS, National Historic Preservation Month is in May and Ashland has selected May 14th – 20th as Historic Preservation Week. Ashland's celebrations are co-sponsored by the City of Ashland's Historic Commission and the National Trust for Historic Preservation, *and*

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby acknowledge May 14 through 20, 2023 to be Historic Preservation week in the City of Ashland and call upon our fellow citizens to recognize and participate in this special observance. Our work to protect our community heritage proves that In Ashland we are "Better Together."

Dated this 18th day of April 2023

Tonya Graham

Tonya Graham, Mayor

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Melissa Huhtala
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Melissa Huhtala, City Recorder

Better Together