Council Business Meeting Agenda

ASHLAND CITY COUNCIL MEETING AGENDA
Tuesday, April 2, 2024
Council Chambers, 1175 E Main Street
(In-Person or Zoom Meeting Access)

Live stream via **rvtv.sou.edu** select RVTV Prime
Recorded meetings are available on our website.

Public testimony will be accepted for both public forum items and agenda items.
If you would like to submit **written testimony** or if you wish to **speak electronically** during the meeting, please complete the **Public Testimony Form** no later than **10 a.m.** the day of the meeting.

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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/PROCLAMATIONS**
   1. Arbor Day Proclamation

V. **APPROVAL OF MINUTES *****
   1. Minutes of the March 18, 2024– Study Session Meeting
   2. Minutes of March 19, 2024 - Business Meeting

VI. **SPECIAL PRESENTATIONS**

VII. **CITY MANAGER REPORT**

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

IX. **CONSENT AGENDA**
   1. Historic Preservation Advisory Committee Appointment
   2. Ad hoc Committee on Affordable Childcare & Early Learning Childhood Development Appointment
   3. Liquor License Approval for Ashland Hills Hotel at 2525 Ashland Street

X. **PUBLIC HEARINGS AND ORDINANCES**
   1. Second Reading- Ordinance 3236 Establishing Human Resources Department

2. Second Reading - 3233 Ordinance Amend Fire Prevention Code
3. Second Reading - 3234 Ordinance & Resolution Telecommunications Updates for Small Wireless Facilities (5G)

XI. **UNFINISHED BUSINESS**

1. Timberline Contract
2. 2200 Ad Hoc Committee

XII. **NEW BUSINESS**

XIII. **RESOLUTIONS AND CONTRACTS**

1. Parking Management Contract

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

XV. **ADJOURNMENT OF BUSINESS MEETING**

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

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

** **LAND ACKNOWLEDGEMENT**

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

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

CITY OF ASHLAND
Better Together

A Proclamation in honor of Arbor Day 2024

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim that the first full week of April, as designated by the Oregon State legislature, is Oregon's Arbor Week In the City of Ashland , and I urge all citizens to celebrate Arbor Week and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 2nd day of April 2024

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

Better Together

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, March 18, 2024

Mayor Graham called the meeting to order at 5:31 p.m.

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

1. **Public Input -** None
2. **Fire Code Update**

Ashland Fire Marshall Mark Shay gave a presentation on the planned fire code updates (see attached)

- Code Modification (Section 3. 15.28.030 Definition)
- Code Modification (Section 6 15.28.070 now at 2022 edition)
- Code Modification (Section 13. 15.28.160 Code Compliance Inspection / Fees)
- Fire Marshall Accomplishments
- Fire Marshall Vision

Dahle asked for examples of critical infrastructure as mentioned in the presentation. Shay responded that critical infrastructure were locations such as the water treatment plant, the sewage treatment plant and power related facilities. Dahle asked what the frequency of inspection would be for those types of facilities. Shay noted that they would be inspected annually.

Hyatt asked how Shay and Ashland Fire felt about their preparations for the ISO review in May of 2024. Shay felt that work was going well, and that any areas of concern would be addressed before the May inspection. Kaplan asked if Shay was expecting the rate of signups for Community Connect to increase or stay the same moving forward. He also asked if the rates of building reviews, plan use reviews and fire inspections would stay at the same or would increase. Shay felt that the current signup rate was at a good place, predicting it to slowly increase over the next few months. Shay also mentioned that Ashland Fire would continue to push for people to sign-up moving forward and that he foresaw both the plan use and fire inspection to increase. Kaplan suggested utilizing the school system to possibly increase signups for Community Connect. Dahle asked if there was anything that either Council or the community could do to help continue progress. Shay responded that the best way for the community and for Council to help was to continue their support and for the community to understand that his role was to help make the community safer. Graham thanked Shay for his work and his proactive approach to dealing with fire concerns. She asked what was needed to ensure a consistent message and how to best coordinate that message. Shay noted that coordination was going well with Emergency Manager Kelly Burns and his team in the areas of both wildfire safety and updates to the fire safety code. Graham asked about how best to enforce weed and hazardous fuel ordinances for lands that are

inside Ashland's urban growth boundary but not inside city limits. Shay noted that he wasn't fully up to date with the specifics regarding certain properties but noted that problems will continue to occur with those properties because of regulation issues.

3. City Forestlands Climate Adaption Project

Ashland Fire Division Chief Chris Chambers gave a presentation (see attached)

- Tree die off rates
- Insect die off rates
- The danger of embers
- Predicted Climate Water Deficits
- Public Input and Engagement to Date
- Observer Bias and Recreational Ecology
- Infrastructure at Risk.
- Results from Tree Marking
- Wildlife Work
- Snag and Downed Wood Targets
- Balancing Habitat and Severe Fire
- Projects Operation and Budgets Options
- Next Steps

Former City Forester Marty Main joined Chambers and spoke to his experience documenting the changes to City forestlands and the effects climate change has had on them. He also spoke about his approach to dealing with land objectives within a particular area and brought attention to the issue of elevated "stress" within the forest. Dahle thanked Main for his insights and asked for clarification with section C (Carbon Sequestering) of the project addendum. Main responded that the issue was about balancing the desire carbon sequestering and dealing with the natural cycles of forests. Graham noted the value and benefits of standing dead trees and asked how many were being marked and left alone for soil and wildfire health. Chambers highlighted the solutions that Lomakatsi had implemented within the presentation, with Main adding that information had been collected as far back as 2000 regarding standing dead trees and woody debris within various City lands. Kaplan asked how Chambers planned to let people know about the timeline for the planned forestry work. Chambers responded that he was hoping that the Citizen Alert message would help with that. Graham asked if the public would see the trees marked for removal, which Chambers confirmed. Hyatt asked if the greener trees were susceptible to bark beetles. Chambers confirmed that all Douglas Fir trees were susceptible to the bark beetles, as there was a huge wave of die offs within the past year. He also noted that if Lomakatsi were to preemptively remove all the Douglas Fir trees that are considered high risk, it would remove all the trees. The risk of bark beetles was everywhere within the forest unless the drought improved. Graham asked for the rationale behind marking green trees even though all of them were susceptible to the bark beetle. Main responded that the issue came down to the finite number of resources, such as water and good soil. Fewer vegetation would allow for more water and soil nutrients to be used by the surviving trees. The increase in drought has

caused issues with choosing when and where to remove vegetation to allow for the surviving trees to be more robust. The long-term goal is maintaining a green and healthy forest. Main noted the City was in a challenging place because of its circumstances. Lomakatsi Ecological Monitoring Associate Jordan Anderson and Lomakatsi Executive Director Marko Bey provided an update on the tree marking project and on securing inter-tribal funding. Anderson also highlighted the outreach methods utilized by the company for this project. Chambers explained each of the options for the next phase of the project and provided financial breakdowns for each. (SEE ATTACHED) Hyatt provided some clarification on the differences between options one and two. Kaplan asked about the difference in value for log hauling. Chambers responded that the old number was an estimate, with the new number being a proper quote from the organization selected to work on this part of the project. Kaplan wanted to know about routes for trucks to take to haul logs out, and how they would impact travel through Ashland. Chambers foresaw that only one route would run through the center of town.

Mayor Graham highlighted the complexity of the issue before opening Public Testimony

Public Testimony

Eric Navickas/Ashland - Talked about the history of flooding and land sliding within the municipal watershed. Raised concerns that logging would cause the environmental concerns to take a back seat to financial incentives. He wanted Chambers to post his financial breakdown spreadsheets to the City website. Raised concerns about the increase in cost. Brought up how fuel loads are not as significant in fire danger as temperature, time of day and wind conditions are. Felt that leaving the trees and working to stabilize the soil would be both environmentally strong and a decrease in cost. Wanted the Council to focus on soil stability in the long run.

John Maurer/Ashland – Expressed support for the project. Highlighted work that had been done by residents of help protect the watershed. Expressed his fears regarding fire safety around Siskiyou Mountain Park and how a potential fire could damage Reeder Reservoir and soil safety. Praised Main and his work. Wanted the City to do what's right for the forest.

Mayor Graham asked about the issue of soil stability within the work area. She wanted to know how the project would relate to ongoing soil stability efforts. Chambers responded that it would be difficult to stabilize the soil because of its natural composition. He also noted that previous landslides were because of road systems as opposed to overall stability. He suggested a road analysis throughout the watershed at a future date. He also noted that the City was already following recommendations from the State regarding stability, although it had to be balanced with fuel concerns. Main added historical context for soil stability that had occurred in the 1990s and that the City had already taken steps to monitor stability starting during that time period.

Kaplan asked when replanting would happen. Chambers responded that Phase two of the project would be the replanting phase, adding that future work would initially focus on what

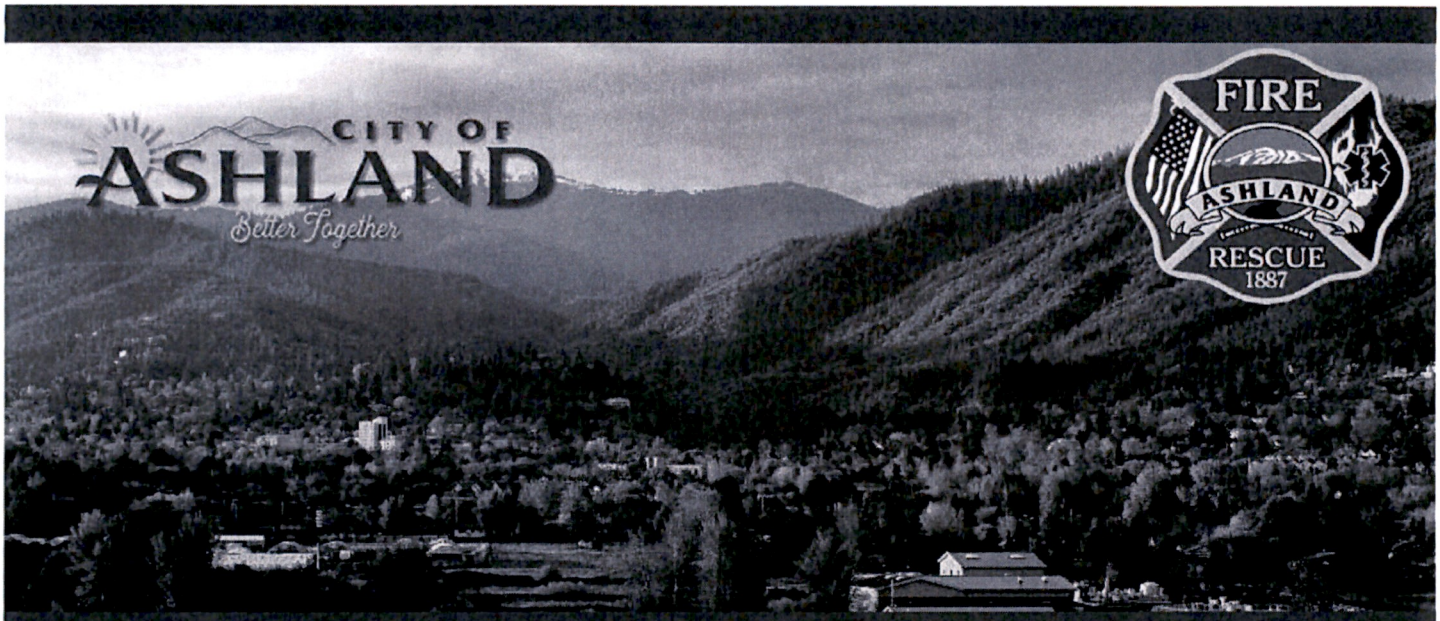
species would be best to replant to increase both biodiversity and to ensure the future survival of the area. He estimated that work would begin either in the Spring of 2025 or during the next biennium.

4. **Adjournment of Study Session**
   The meeting was adjourned at 7:36 p.m.

City Recorder Alissa Kolodzinski

Attest:

Mayor Tonya Graham



Fire Code Update

Ordinance Bill No. 3233
March 18, 2024

Code Modifications

Section 3. 15.28.030 Definitions

11: "Fire prevention organization" (FPO) means the organization or the individual, within the City of Ashland or otherwise delegated, that has the authority to provide fire prevention, inspection and code enforcement, plan review, investigation, and fire and life safety education.

Code Modifications

Section 6. 15.28.070 City of Ashland Modifications to the Oregon Fire Code ~~2019~~ 2022 Edition

~~S. Mobile and Temporary Cooking Operations~~

~~The City of Ashland will follow nationally referenced standards of inspection and maintenance provided by the National Fire Protection Agency (NFPA 1 National Fire Code section 50.7) for Mobile and Temporary Cooking Operations.~~

Code Modifications

Section 13. 15.28.160 Code Compliance Inspection / Fees

A–The City of Ashland will follow nationally referenced standards on fire prevention inspection and code enforcement as provided by the National Fire Protection Agency (NFPA 1730). This standard contains minimum requirements relating to the organization and deployment of fire prevention inspection and code enforcement, plan review, investigation, and public education operations. This standard also addresses the strategic and policy issues involving the organization and deployment of fire prevention programs and does not address methods for carrying out specific fire prevention services, activities, and programs.

Code Modifications

Section 13. 15.28.160 Code Compliance Inspection / Fees

B. The City of Ashland shall maintain a written statement or policy that establishes the following:

(1) Existence of the FPO
(2) Services that the FPO will provide
(3) Basic organizational structure
(4) Expected number of FPO members
(5) Functions that FPO members are expected to perform

Code Modifications

Section 13. 15.28.160 Code Compliance Inspection / Fees

C. General Requirements: Fire prevention inspection and code enforcement services, including department personnel, equipment, and all support and resources, shall be structured to meet the organizational objectives. Fire prevention inspection and code enforcement shall be conducted to ensure compliance with adopted codes and standards. Personnel responsible for fire prevention and code enforcement activities shall meet the job performance requirements in NFPA 1031 and the certification and training requirements for conducting fire code enforcement found in OAR 837-039-0016 for the inspection duties they perform.

Code Modifications

Section 13. 15.28.160 Code Compliance Inspection / Fees

D. Minimum Inspection Frequency: Existing occupancy fire prevention inspection and code enforcement inspection frequencies shall not be less than:

Occupancy Classification	Frequency of Inspections
High:	Annually
Moderate:	Biennially
Low:	Triennially

Fire Marshal Accomplishments

Accomplishments over the last Four Months

- Began reviewing building plans for fire code related requirements
- Began reviewing land development pre-applications for access & water supply
- Worked cooperatively with Community Development and Finance to institute a Business License review process by AF&R
- Conducted fire & life safety inspections as well as fire code consultations by request

Fire Marshal Accomplishments

Accomplishments over the last Four Months

- Implemented First Due and Community Connect software
- Instructing OSFM Company Inspector curriculum to AF&R and JCFD #5 staff
- Building the Wildfire /Community Risk Reduction division
- Management oversight of large projects including; CWPP and Ashland Wildfire Mitigation Project.
- Building relationships

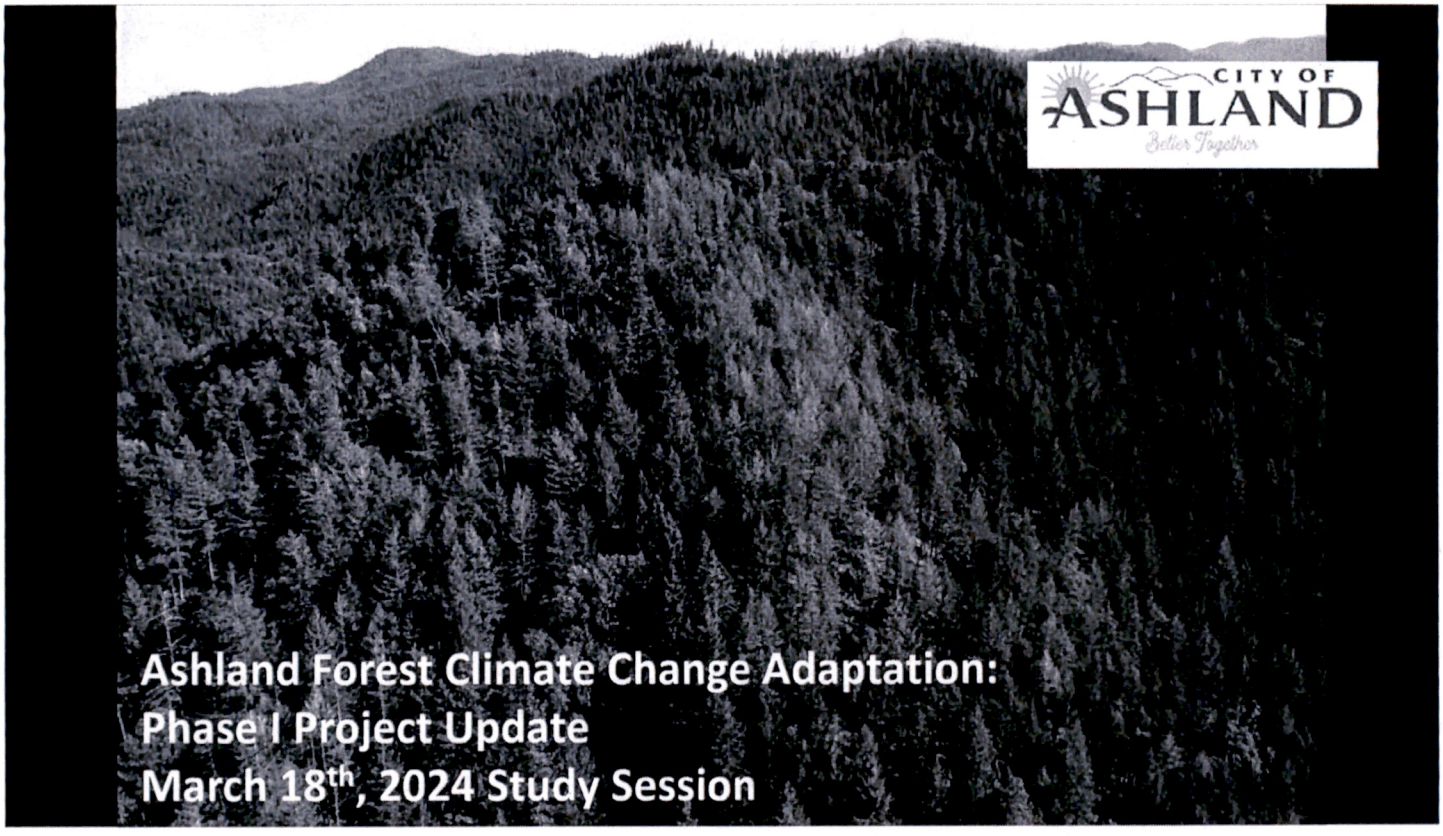
Fire Marshal Vision

Looking ahead for Wildfire/CRR

- Implement proactive fire safety inspections by division staff
- Implement engine company level fire safety inspections
- Gather relevant data to assist with reducing community risk
- Provide continued leadership to the Wildfire / CRR Division staff
- Ensure efficiency and effectiveness with related programs and processes.



QUESTIONS?

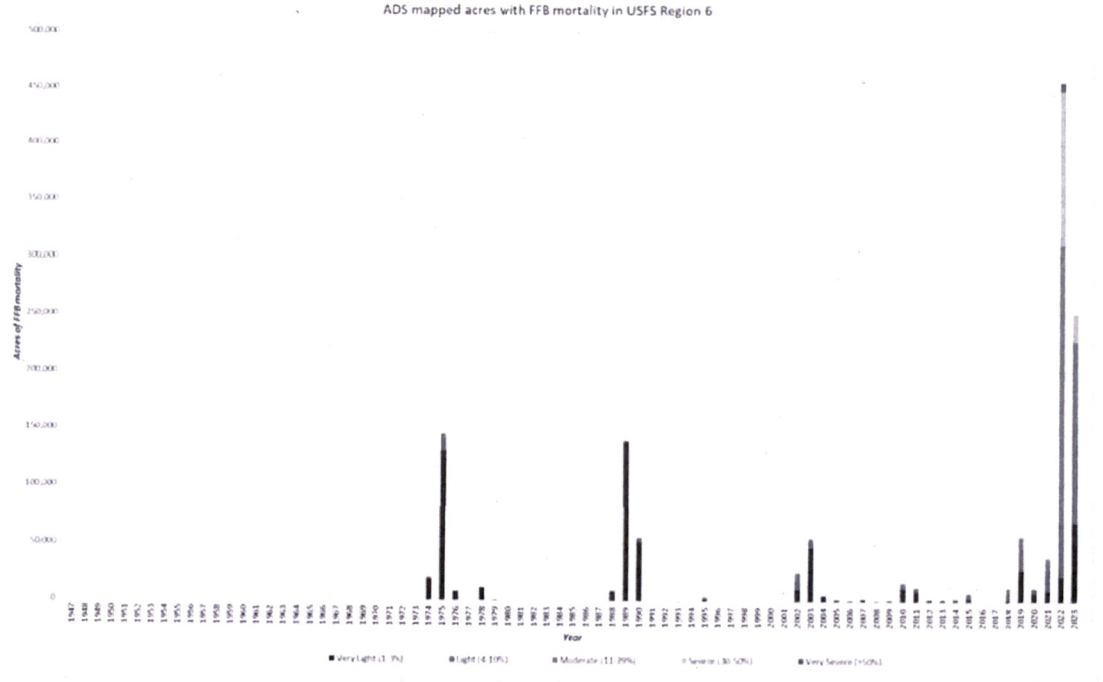

CITY OF
ASHLAND
Better Together
Ashland Forest Climate Change Adaptation:
Phase I Project Update
March 18th, 2024 Study Session



"But the clock is ticking; it's urgent that we implement these treatments in our forests now, lest we lose them altogether."

– Marcos Robles, lead scientist, The Nature Conservancy in Arizona

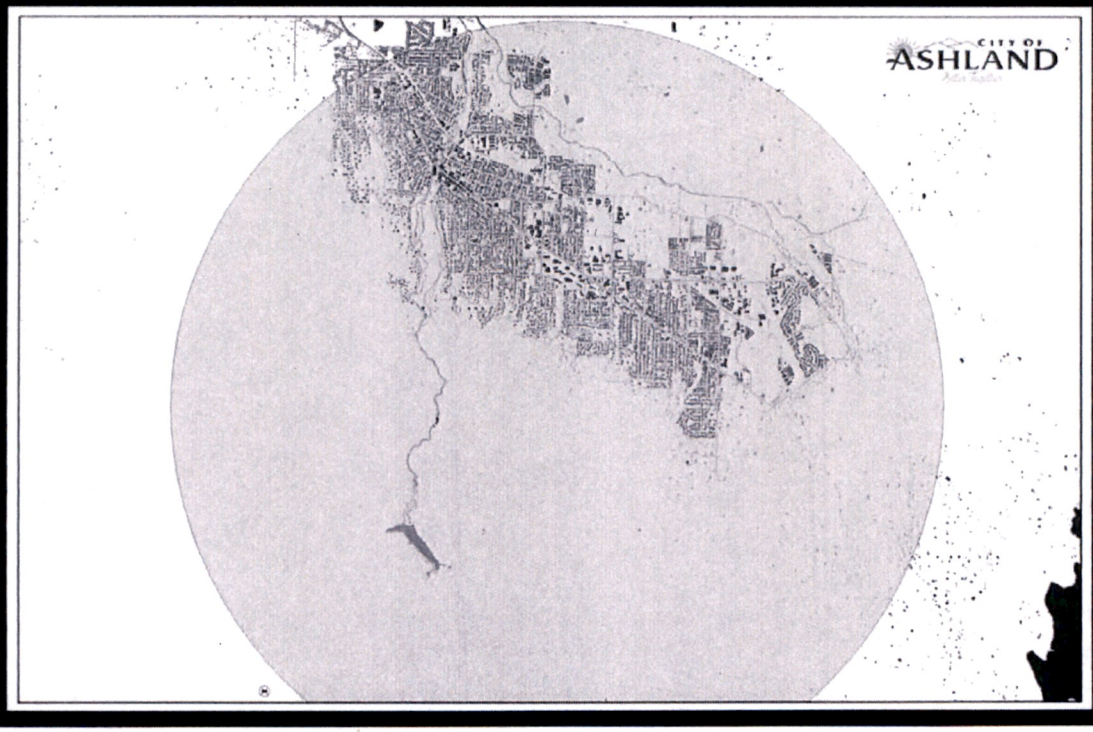
We're not in Kansas Anymore.....



Reducing wildfire risk is the #1 priority of City Government according to our citizens (City 2023 online and public meeting polling)



Ashland's Three Mile Island….Three Mile Ember Travel from Proposed Project Areas



"The fuel impacts of large-scale forest mortality suggest this could lead to a greater incidence of mass fire behavior. Mass fires strongly contrast with historical fire regimes in frequent fire forests, are not predictable by fire models, and risks are poorly understood. Thus, fire departments, communities, and forest managers likely will underestimate the wildfire threat posed to people, homes, and natural resources following severe tree mortality in forests adapted to frequent fire."

-Dr. Scott Stephens, U.C. Berkeley (2018 publication)



Predicted Climatic Water Deficit 2055

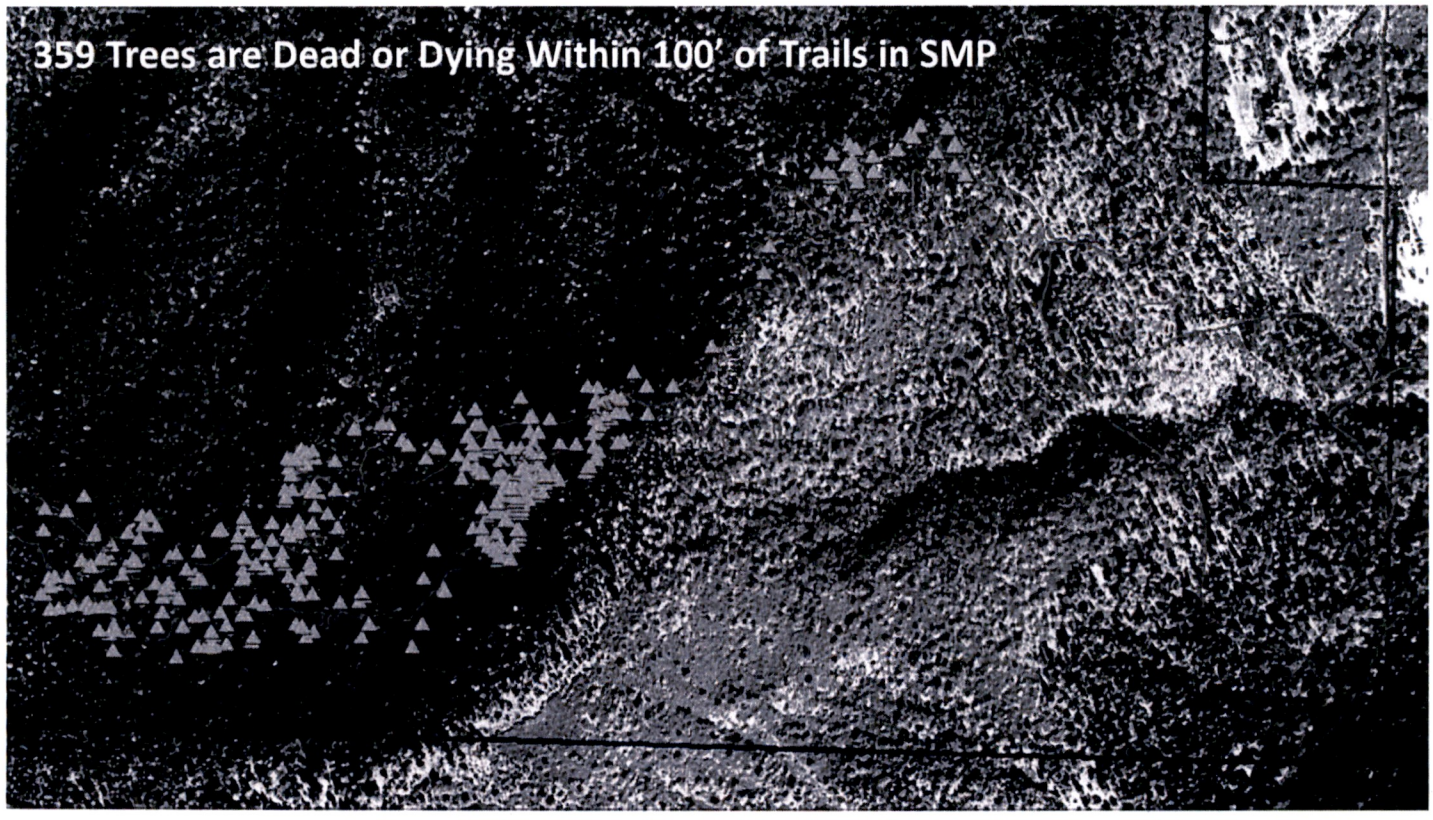
Projected CWD is based on a conservative Representative Concentration Pathway 8.5 scenario. Data suggest that Douglas-fir mortality risk is significantly elevated above a CWD of 350 and few DF are found above a CWD of 400. Under the projected CWD most lower elevation sites in interior SW Oregon would be inhospitable for Douglas-fir. (Bennett et al 2023, Journal of Forestry)



Public Input and Engagement To Date

- Forestlands MAC monthly meetings posted on City Website over past two years of Climate Adaptation Planning
- Two Public Tours took place for 2023 Climate Change Addendum to Ashland Forest Plan
- One tour with volunteers on the Forestlands Management Advisory Committee
- Council meeting and decision with public input on Climate Change Addendum
- Chris and OSU Extension Forester on Jefferson Exchange in 2023 about Douglas-fir mortality and the need for action
- Article in Ashland.news about extensive tree mortality and specifically talking about helicopter logging
- Article in the City Utility Newsletter in September 2023 on trees dying and the need to intervene with helicopter work
- Two public tours were given of proposed Phase I project implementation in October 2023
- Four field tours with APRC staff and Southern Oregon Land Conservancy in Siskiyou Mountain Park
- Two public presentations to the Ashland Parks and Recreation Commission, including one last week
- Created a recreation organization email group to update regularly composed of local groups and businesses
- USFS will put out our information on their media regarding trail/road closures
- Forestlands MAC members staffed a booth at the Farmer's Market during October and November
- A public online GIS map of open and closed areas/roads/trails will be released this week in City News blast
- Two articles in Ashland.news today as a result of discussion with Morgan Rothborne last week
- Follow up feature this week in Ashland.news is planned after the Council Meetings
- Planning has been done with the DEVO youth biking group to schedule races around work dates
- Article in City Utility Newsletter this month is circulating now to all residents
- Dedicated project website went live in early March
- Signage has been posted at trailheads since December, updated signage went out in early March with project website and QR codes.
- Will use Citizen Alert when project is imminent to push alerts to all citizens about closures and helicopter work
- City News blast will come on the heels of Council meetings this week
- Do

Observer Bias and Recreational Ecology



Infrastructure at Risk







Ashland Forestlands Climate Change Adaptation Project (AFCCAP)

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Tree Marking and Project Funding Summary

Presentation for the City of Ashland

Lomakatsi Restoration Project

March 18, 2024

DOI Office of Wildland Fire Investment

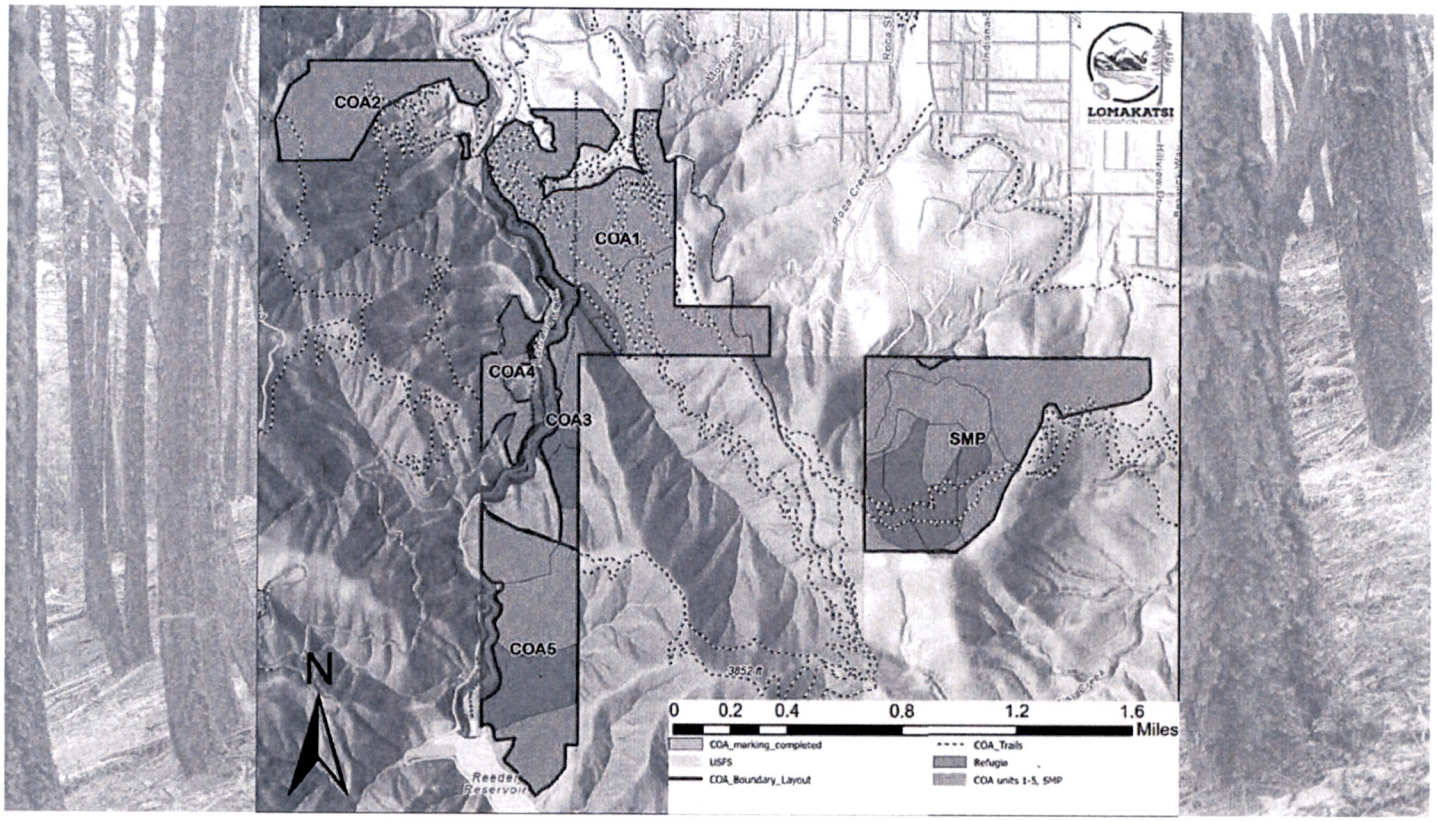
- Spring '23: USFWS received $23 million from DOI Office of Wildland Fire for Partners Program in support of fuels reduction projects on ~94,000 acres of private land adjacent to federal lands
- Lomakatsi has leveraged federal investment totaling $1 million through a cooperative agreement with USFWS for ecologically based fuels reduction work on private lands in the wildland-urban interface of Ashland
- $150K dedicated to ecological fuels treatments on COA municipal lands as part of AFCCAP

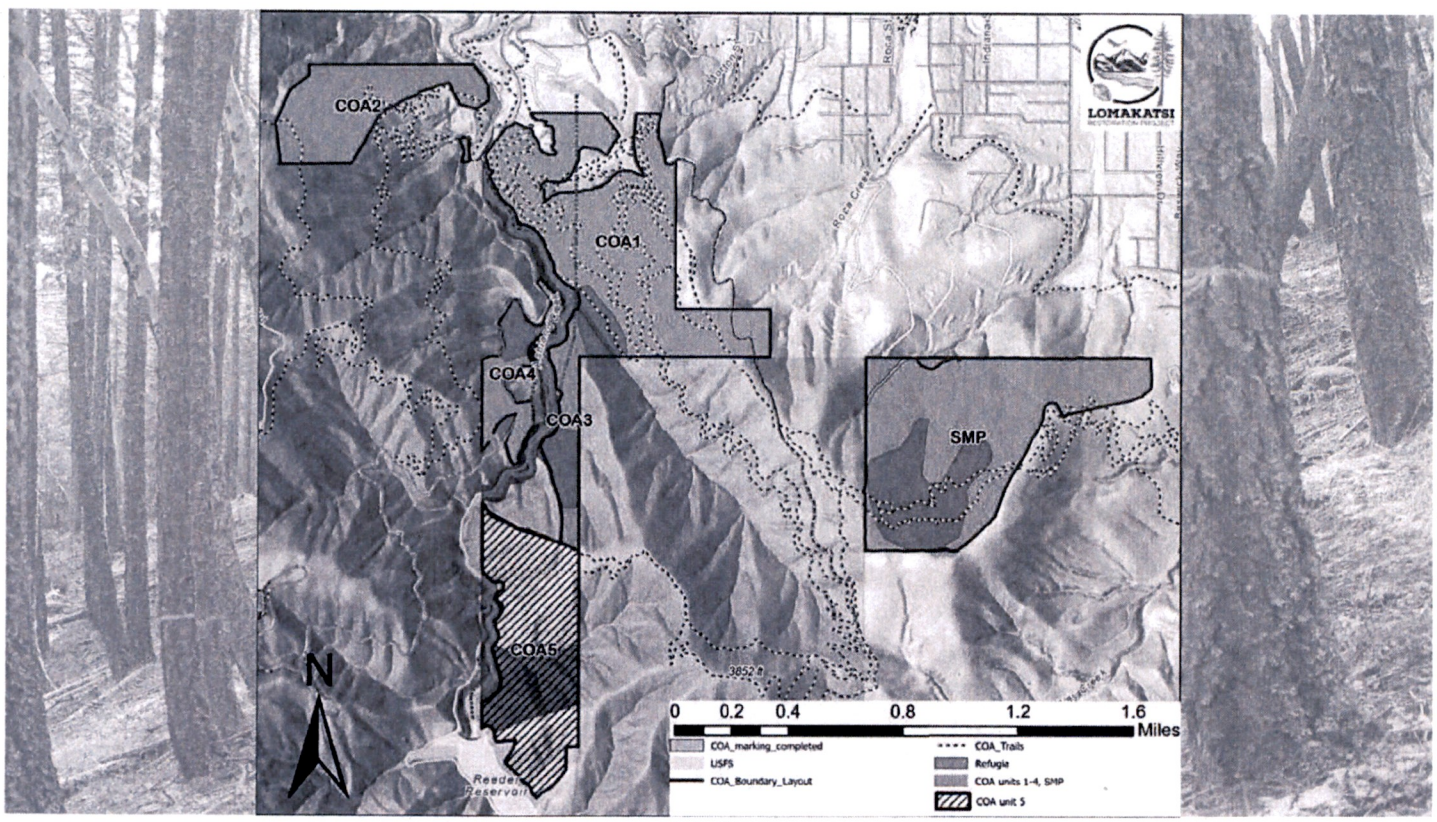
Inter-Tribal Ecological Forestry Training Program 2023-24



Outreach Methods

- Informational website developed by COA and Lomakatsi accessible by QR code on business cards handed out by crew members
- Face-to-face interactions with the public along trails in the Ashland Watershed - Lomakatsi crew members answered ecological and project-related questions


COA2
COA1
COA4
COA3
COA5
SMP
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USFS
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COA_Trails
Refugia
COA units 1-5, SMP

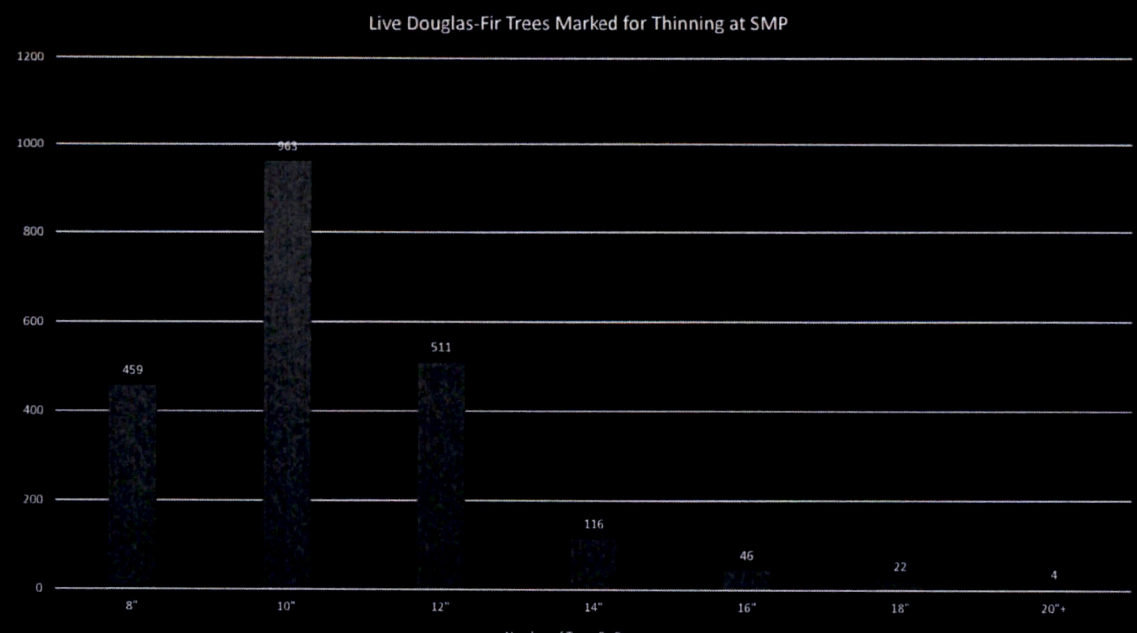

COA2
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COA unit 5

AFCCAP Marking Update

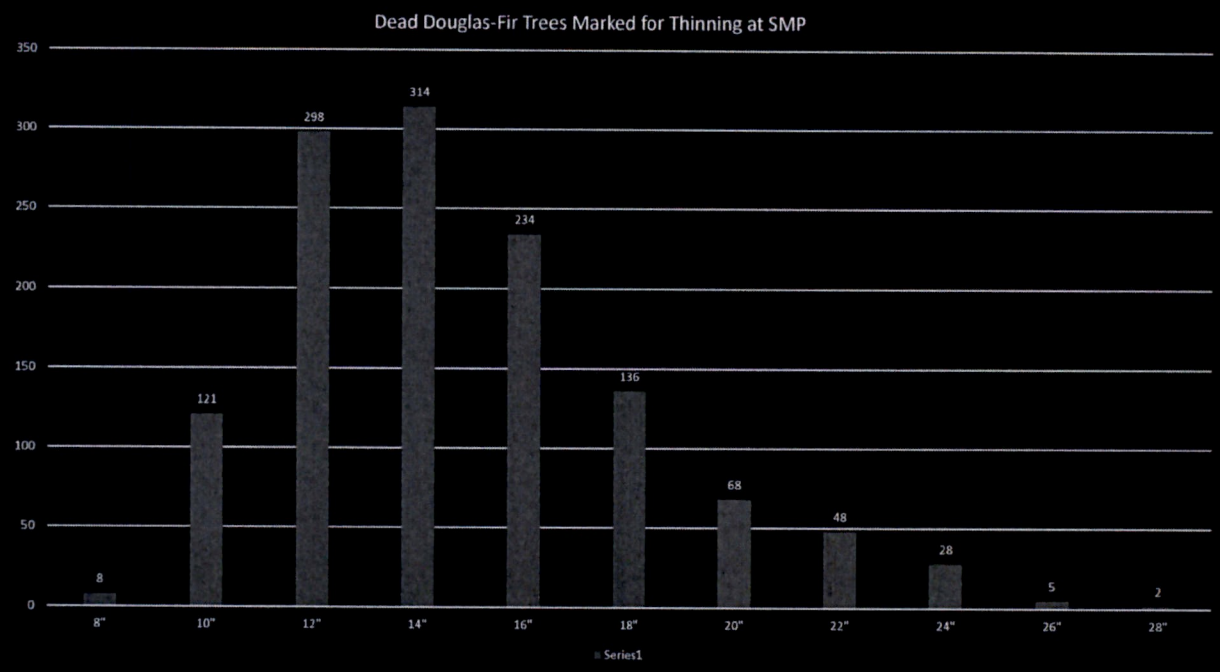
- Project set-up, coordination, and layout accomplished 12/15/23 - 2/2/24
- Tree marking and cruise accomplished 2/5/24 - 3/29/24
- Total project area and total treatment acres = 478 ac spread between Siskiyou Mountain Park and COA watershed forestlands encompassing commonly used trail systems including White Rabbit and forestlands leading up to Reeder Reservoir

Results from Tree Marking…live trees only.

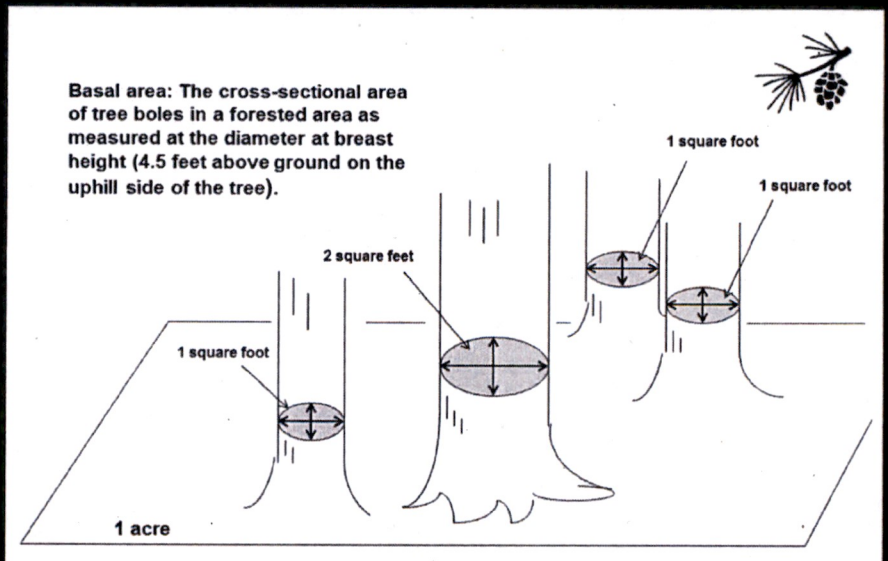
Mean diameter of all live trees marked is 10.5" on 2,121 trees



Results from Tree Marking…dead trees only (1262 trees)



How much will be cut vs how much will be left?



5 square feet of basal area per acre

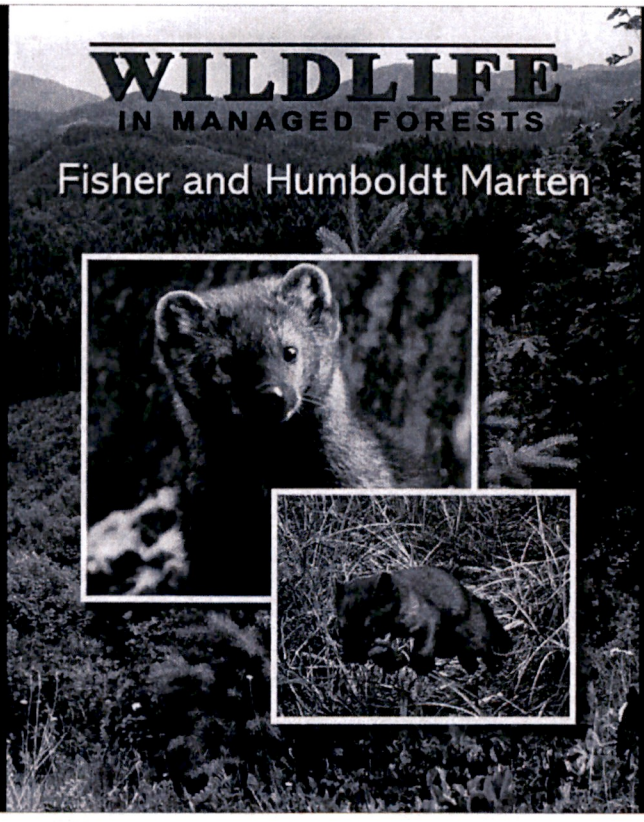
Results from Tree Marking: How much will be cut vs how much will be left?

Average Leave Basal Area (ft^2)	Mean Cut Basal Area	% Basal Area Cut	% Tree BA Left
139 ft^2	41 ft^2	23%	77%

Results from Tree Marking, How Much is Being Removed?

City of Ashland AFCCAP Log Volume by Unit					
Unit	***Acres***	***Net BF DF Live***	***Net BF DF Dead***	***Net BF PP***	***Net BF/Acre***
SMP	*147.7*	*115,639*	*138,992*	*413*	*1,726*
COA1	*141.5*	*132,087*	*144,442*	*1,920*	*1,968*
COA2	*52.4*	*33,230*	*18,964*	*494*	*1,006*
COA3	*26.5*	*21,396*	*13,300*	*0*	*1,309*
COA4	*23.1*	*19,038*	*26,713*	*85*	*1,987*
COA5	*86.2*	*177,501*	*18,594*	*1,156*	*2,288*
Totals	***477.4***	***498,891***	***361,005***	***4,068***	***1,810***

What About Wildlife?



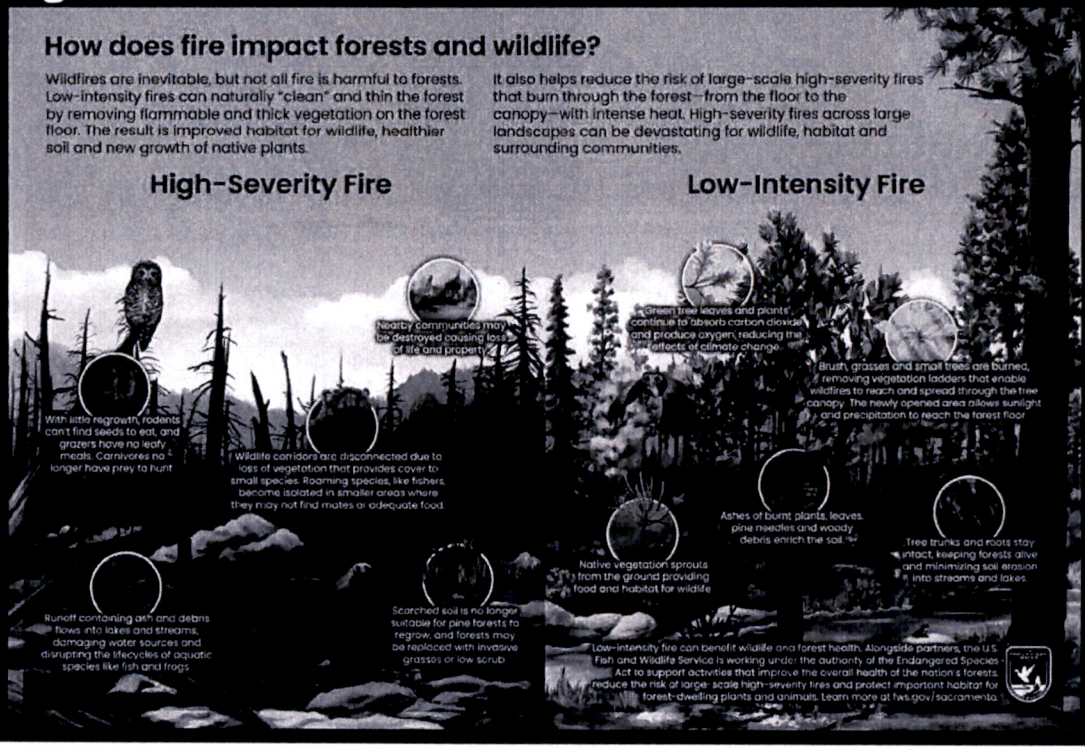


4.0 Current management recommendations for fisher and Humboldt marten

Despite an incomplete understanding of the effects of forest management on fisher and marten populations in Oregon, there are many opportunities for forest land managers to help develop and maintain suitable habitat for these species. We recommend the following options for a land manager interested in fisher and marten conservation:

- Maintain existing snags, logs and live legacy trees across the landscape. Large-diameter trees with complex structure (broken or dead tops, large limbs, complex branching, basal hollows and multiple cavities) are especially important to consider as leave trees.
- Strategically leave or create large slash piles near mature stands of timber, for rest sites and dens.
- Grow wildlife leave trees to maturity, to recruit the next generation of legacy trees and logs.
- Maintain mast and fruit-bearing trees and shrubs across the landscape, to help grow the prey base and provide food sources.
- Implement fuel-reduction projects with caution and strive to retain a mixture of conditions across the landscape, since fisher are often found resting and denning in mature stands that have dense understory vegetation and abundant ladder fuels.
- Consider installing game cameras, and report findings to current carnivore researchers if fisher or marten are detected. Also report if dead or injured fisher or marten are found on your property.
- Protect known populations by implementing voluntary timing restrictions during the denning season, and/or habitat buffers around known dens.
- Focus habitat improvements (retention of slash piles, legacy structures and large-diameter live trees) near or adjacent to known population sites, to encourage range expansion of the species.
- Limit rodenticide use.
- Restrict animal-control activities near occupied den sites.
- Consider enrolling in a Candidate Conservation Agreement with Assurances (CCAA) for fisher (See section 5 for more information).
- Consider cooperating with research organizations by allowing research and monitoring activities on your property, and stay informed on carnivore research.

Retaining Green Forests is Paramount!



Snags and Downed Wood Targets (Coarse Woody Debris, CWD)*

FIRE MANAGEMENT ZONES

Snag Target: 1-3 snags per acre emphasizing largest diameter trees as preferred snags. Clump snags to limit firefighter exposure. Leave fewer snags where there is already sufficient downed wood. Leave more snags if downed wood is sparse, small diameter, and/or in advanced decay classes.

Downed Wood: 5-8 tons emphasizing largest logs possible, where excess non-merchantable dead/dying trees exist.

REFUGIA ZONES

Snag Target: 10-15 snags per acre emphasizing largest diameters on site first.

Downed Wood: 20-30 tons per acre. Assume snag recruitment will fill downed wood quota over time.

GENERAL FOREST ZONE

Snag Targets: 2-4 snags per acre on southerly slopes, 4-8 snags per acre on northerly slopes. A diversity of snag density can be left on westerly and easterly slopes, but not exceeding 8 snags per acre. The largest snags on site should be prioritized for retention.

Downed Wood: 5-10 tons on southerly slopes, 10-20 tons on northerly slopes. A diversity of tonnage can be left between 5-20 tons on easterly and westerly facing slopes.

***THESE TARGETS WERE COMPROMISED BY TRAIL HAZARD TREES IN MANY CASES**

Balancing Competing Objectives: Habitat and Severe Fire

"High densities of both snags and logs were associated with high reburn severity in a subsequent fire, while shrub cover had a marginally insignificant (P = 0.0515) effect on subsequent fire severity. Our results demonstrate that high levels of large dead wood, which is often not considered in fire behavior modeling, corresponded with repeated high-severity fire effects."

Lyderson et al 2019. Fuel dynamics and reburn severity following high-severity fire in a Sierra Nevada, USA, mixed-conifer forest.

Project Options and Budget

Option #1: Full Footprint, Best Outcome

Spending Plan for Wildfire Division Account 072900.604160

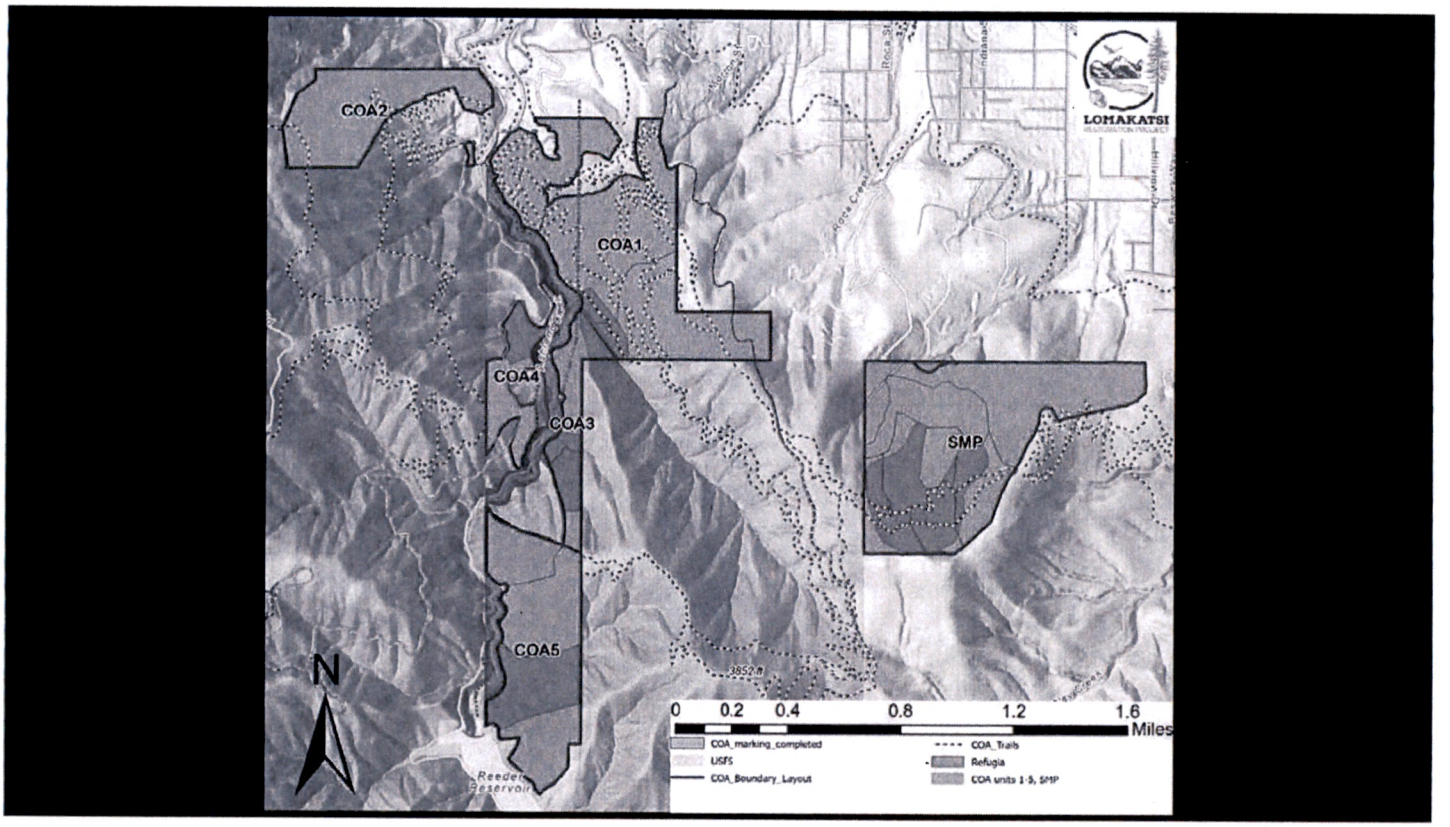
Revenue

2023-2025 Approved Budget:		**$ 406,374.00**	
	Lomakatsi Grant	**$ 150,000.00**	
	Potential Log Revenue	**$ 686,127.00**	per bid
Total Revenue:		**$ 1,242,501.00**	

Projected Costs

City Forestlands Climate Change Adaptation Project (est 400 acres)		
Planning, Layout, Marking, and Cruise	$ 75,000.00	Boundaries, units, prescriptions, data collection, monitoring, tree marking, tally, cruise, and sale admin
Helicopter Logging Cost	$ 1,295,946.00	per bid and marked tree volume
Log Haul	$ 190,080.00	4 hrs/trip @ 165/hr * 3500bf/load
Activity Fuels Pile and Burn	$ 150,000.00	Rate of $1000/acre for moderate density pile and burn assuming some snag falling included
Timber Harvest Tax	$ 4,802.00	Per ODF 2022 tax rate per MBF
Post Project Monitoring	$ 20,000.00	Lomakatsi post-project data collection and summary
ODF Fire Protection	$ 10,000.00	Fixed cost for ODF fire protection assessed on forestlands
Fire Patrol	$ 15,000.00	Ongoing cost for UAS based summer fire detection
Rx Burn Maintenance	$ 100,000.00	Grayback Contract--Decreased by $250,000 to put more money toward the Climate Adaptation project

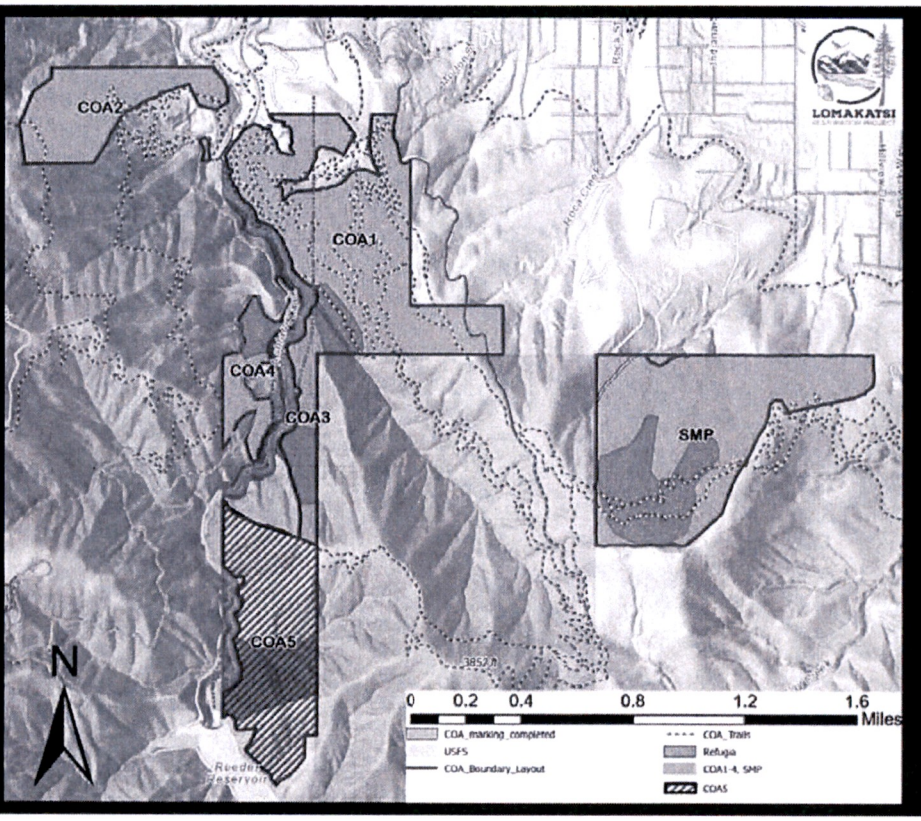
Total Expense	**$ 1,860,828.00**	
UNMET	$ 618,327.00	
5% Contingency for rot and defect in wood	**$ 649,243.35**	



Option #2: Reduced Footprint, Minimum Needed

Spending Plan for Wildfire Division Account 072900.604160

Revenue			
2023-2025 Approved Budget:	**$**	**406,374.00**	
Lomakatsi Grant	**$**	**150,000.00**	
Potential Log Revenue	**$**	**524,806.60**	per mill pricing, no unit COA 5
Total Revenue:	**$**	**1,081,180.60**	
Projected Costs			
City Forestlands Climate Change Adaptation Project (est 400 acres)			
ing, Layout, Marking, and Cruise	$	75,000.00	Boundaries, units, prescriptions, data collection, monitoring, tree marking, tally, and cruise report
Helicopter Logging Cost	$	1,000,069.50	per bid
Log Haul	$	146,520.00	$150 per thousand BF
Fuels Pile and Burn	$	150,000.00	Rate of $1000/acre for moderate density pile and burn assuming some snag falling included
Timber Harvest Tax	$	4,802.00	Per ODF 2022 tax rate per MBF
Post Project Monitoring	$	20,000.00	Lomakatsi post thinning data collection and summary
ODF Fire Protection	$	10,000.00	Fixed cost for ODF fire protection assessed on forestlands
Fire Detection	$	15,000.00	Ongoing fire season UAS detection program
Rx Burning	$	100,000.00	Decreased by $250,000 to put more money toward the Climate Adaptation project
Total Expense	**$**	**1,521,391.50**	
UNMET	$	440,210.90	
5% Contingency for rot and defect in wood	$	462,221.45	



"Although dealing with dead trees has become a focus of forest management on many lands in the western US (and a priority where human safety is compromised), for long-term resilience and adaptation to climate change, we need to move beyond triage (e.g., removal of dead and dying trees) to making "green" (live) FF (Frequent Fire) forests more resilient to disturbances. Unfortunately, proactively treating forests to reduce density prior to wildfires, droughts, and bark beetle outbreaks is increasingly constrained."

--Stephens et al 2018

Option #3: No Helicopter, Least Desireable

Spending Plan for Wildfire Division Account 072900.604160

Revenue			
2023-2025 Approved Budget:		**$ 406,374.00**	
LRP Grant		**$ 100,000.00**	
Total Revenue:		**$ 506,374.00**	
Projected Costs			
City Forestlands Climate Change Adaptation Project			
Tree Marking		$ 50,000.00	Layout, Marking, and Admin help
Fuels Pile and Burn		$ 990,000.00	All falling, piling, burning
Post Project Monitoring		$ 20,000.00	Repeat assessment of the whole project area via drone
ODF Fire Protection		$ 10,000.00	Fixed cost for ODF fire protection assessed on forestlands
Fire Detection		$ 15,000.00	Ongoing Cost for fire season detection via UAS
Prescribed Burning		$ 100,000.00	Grayback Contract for overall maintenance outside project area
Total Expense		**$ 1,185,000.00**	
	UNMET NEED	$ 678,626.00	

Why not?

1. Leaving excessive larger diameter logs will contribute to fire suppression difficulty.
2. Standing dead is a serious hazard to firefighter safety.
3. Prescribed burning becomes next to impossible due to smoke impacts on the community and logistical difficulty.
3. All future work, including replanting, is hampered by the preponderance of logs to navigate.
5. Wildfire impact to soils and vegetation would be very undesirable when large wood with significant heat and duration burn can't be extinguished until consumed.

Next Steps…

1. Cutting to start March 26th, helicopter projected start by mid-April. Once cutting starts near trails, area will be closed until helicopter is done. Work is 7 days/week from 7AM to 6PM to minimize closure duration and disruption (follows City noise ordinance).
2. Cutting will avoid trails as long as possible to minimize closure time.
3. Prioritize busiest trails (BTI, Jabberwocky, Bandersnatch area) to get open as quickly as possible.
5. Clean-up starts as the helicopter wraps up.

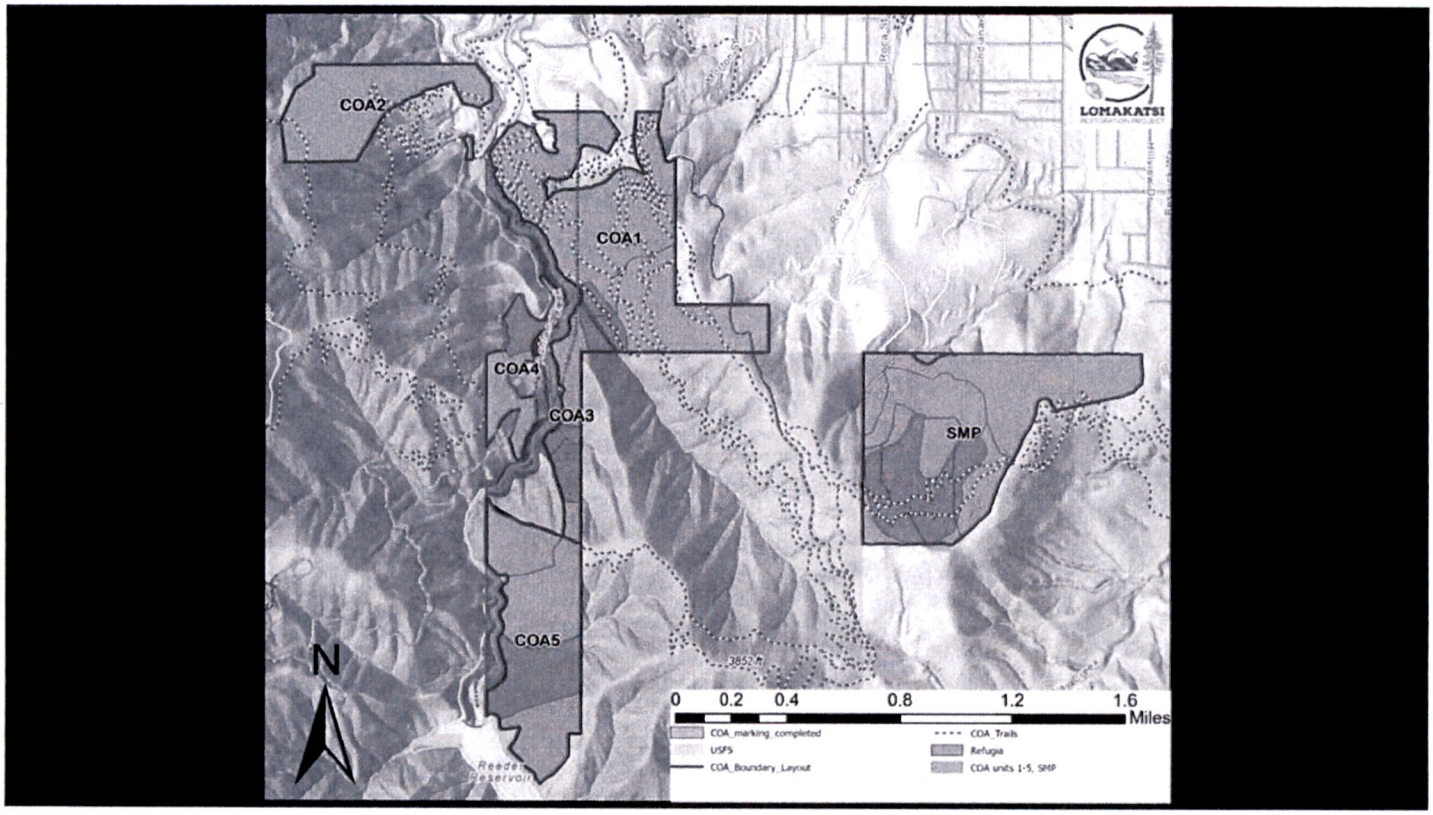
Questions and Discussion

Project Options and Budget

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Spending Plan for Wildfire Division Account 072900.604160

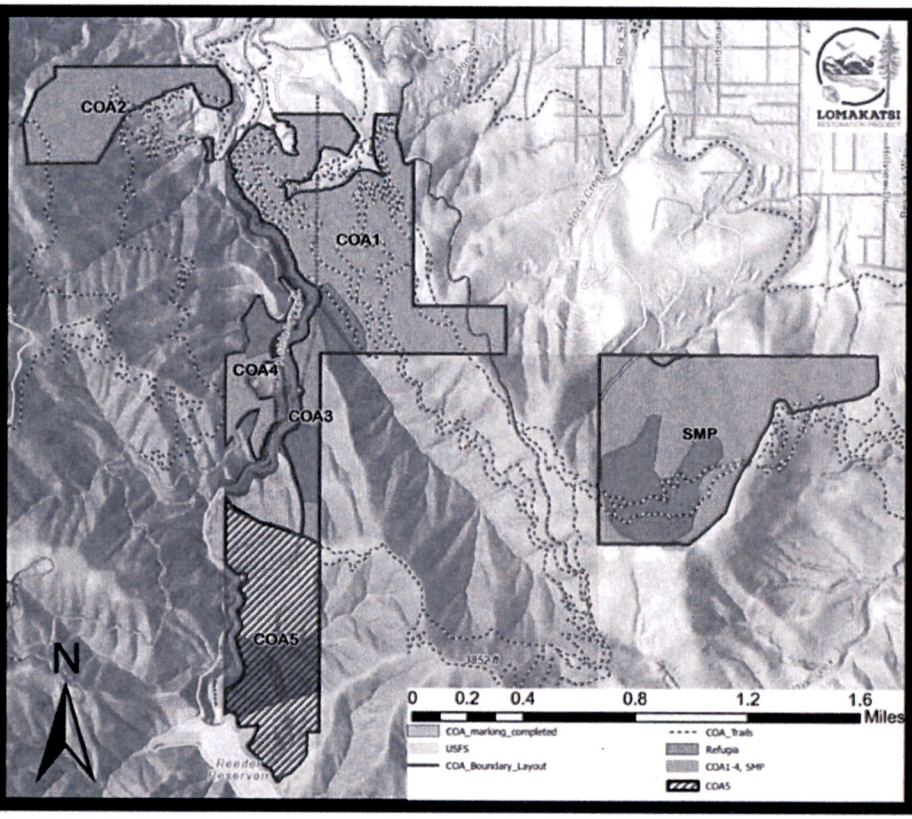
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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday March 19, 2024

6 p.m. Regular Business Meeting*

I. **CALL TO ORDER**

Mayor Tonya Graham called the meeting to order at 6 pm.

1. Land Acknowledgement**

Councilor DuQuenne read the land acknowledgement.

II. **PLEDGE OF ALLEGIANC**

Councilor Hyatt led the pledge of allegiance.

III. **ROLL CALL**

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

IV. **MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS/PROCLAMATIONS**

1. Cesar Chavez Proclamation
2. National Women's History Month

Mayor Graham read the proclamations into the record.

V. **APPROVAL OF MINUTES *****

1. Minutes of the March 4, 2024 – Study Session Meeting
2. Minutes of the March 5, 2024 - Business Meeting
3. Minutes of the January 3, 2023 – Business Meeting

Councilor Hyatt/Hansen m/s to approve the March 4, 2024, March 5, 2024, and January 3, 2023, meeting minutes.
Roll Call Vote: Councilors Hyatt, Bloom, Kaplan, DuQuenne, Dahle and Hansen, YES. Motion passed.

VI. **SPECIAL PRESENTATIONS**

VII. **CITY MANAGER REPORT**

Interim City Manager Sabrina Cotta gave an update regarding work on the City's new website. She mentioned that staff liaison training began that day and reminded Council that the April 1st, 2024, Study Session would be focused on DEI assessment and strategic planning as well as UGB expansion options and an update from the Homeless Masterplan Subcommittee.

VIII. **PUBLIC FORUM (15 minutes – Public input or comment on City business <u>not</u> included on the agenda)**

Benjamin Ben-Baruch- Spoke about the humanitarian situation in Gaza. Asked Council what would it take for them to act and condemn Israel. Spoke about the refugee crisis in Gaza and asked Council how ready the City was to take in some of those refugees. Stressed that tax

dollars coming from the City were going to support Israel. Wanted the Council to express the sentiments of the community to politicians at the Federal level.

Laura Davis/Ashland- Spoke about her experience on the Night Lawn. Wanted the City Council to experience the Night Lawn in person for a night.

Nissan Plotnick/Ashland – Spoke about his struggles on the Night Lawn.

McKenna Presley/ Talent – Talked about Israel's bombing of the Al-Shifa hospital. Spoke about how Israel's actions can be seen as war crimes. Spoke about Israel using the rubble from Gaza to build a US backed port.

Shekina McCollough/ Ashland – Urged Council to urgently address the Climate and Clean Air packet at the next Council meeting.

Piper Banks/Ashland – Urged Council to act on the Climate and Clean Air packet.

Amanda Morehouse/Central Point- Read a statement from activist Rachel Corey, who was murdered by Israeli soldiers in 2003. Urged Council to call for a ceasefire. Brought up the connection between the treatment of the unhoused and the treatment of Palestinians.

Sitka Moss/ Shady Cove – Urged Council to call on Oregon's senators and the President for a ceasefire. Spoke to the role the US has in funding and providing weapons to Israel. Spoke about the ongoing massacres committed by Israel against Palestinian people looking for aid.

Ancient Hatfield/ Ashland – Felt that Council was wrong to think that Palestine was not a local issue. Mentioned how tax dollars raised by the people of Ashland are being used to support Israel. Mentioned how 62% of US voters support a permanent ceasefire. Mentioned how the issue of the unhoused is connected to Palestine, as the tax dollars were going to towards the genocide in Gaza as opposed to funding housing and health initiatives. Urged Council to act.

Austin Kongelman/Ashland- Wanted the City to continue operating 2200 Ashland St. Felt that the City was turning their back on the homeless and instead was prioritizing the interests of business.

Scott Butler/Ashland- Suggested converting unused buildings in Ashland into shelter spaces. Urged Council to find a better solution than the Night Lawn.

Liz Adkisson- Spoke to the trauma caused by the actions in Gaza on people's minds and bodies. Urged Council to act immediately.

IX. CONSENT AGENDA

1. Budget Supplemental for APRC

Councilor Bloom/Dahle m/s to approve consent agenda.

Discussion: No Discussion

Roll Call Councilors Hyatt, Bloom, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

X. PUBLIC HEARINGS AND ORDINANCES

1. First Reading - 3233 Ordinance Amend Fire Prevention Code

Ashland Fire Marshall Mark Shay spoke about the updates to the Fire code and why the City was undergoing this process. He added that the State fire code was recently updated, with changes on the City level. He also mentioned how the updates would remove redundancies concerning food vendors/food pods.

Councilor Hyatt/Bloom m/s to approve of the 1st reading of Ordinance No. 3233 and send the ordinance to a second reading in April.

Discussion: Hyatt and Bloom praised Shay for his work.

Roll Call Councilors Hyatt, Bloom, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

2. First Reading- Ordinance 3236 Establishing Human Resources Department
3. First Reading- Ordinance 3235 Establishing City Recorder Department

Acting City Attorney Doug McGeary spoke about the reason for establishing departments by ordinance. McGeary noted that policies for City Recorder were set by whoever held the position, meaning there was a lack of overall consistency. He felt that the creation of a department would ensure smooth operations moving forward. He also noted that HR was another department that had expanded and had unique legal requirements, adding that establishing HR as a department would likewise ensure consistency and continuity.

Bloom noted the shortcomings of the City Recorder position in the past. He wanted the City to be clear and consistent about the job responsibilities and wanted a way to hold the position accountable for not following through on responsibilities. McGeary noted that since the ballot measure for the City Recorder position had not been voted on yet, he thought it would be best to leave the duties as listed in the City Charter, adding that the charter could be updated after the election results. Bloom asked if it would be possible for Council to still implement a set of rules and guidelines for the position even if it stays an elected one. McGeary responded that it was ultimately up to the Council to decide the requirements, but they could pull the necessary elements from the Charter.

Kaplan asked how many people currently work in the HR department. Cotta responded that there are three people who work in HR. Kaplan asked how these ordinances relate to other city government organizations and the overall structure behind it. He also noted the timing of the recorder ordinance was strange considering the forthcoming ballot measure. He suggested the ordinance be addressed after the election. Cotta clarified on the need for HR to be a separate department with McGeary adding that it allows for much needed autonomy. Kaplan asked why the HR department should be moved out from under the umbrella of City Manager and asked how other cities are organized. Cotta responded that, in her experience working for other cities of various sizes, the HR department was autonomous from the City Manager because of the specialized role of the job. She added that the scale and scope of procedures around staff's adherence to employment guidelines required the HR department to be flexible. Kaplan asked for clarification regarding the department being autonomous. Cotta responded that, although the HR Director reports to the City Manager, the HR department has its own responsibilities. Kaplan noted the issue was around hierarchy within

city government. Cotta added that it also involves what each department is overseeing. DuQuenne thought it was premature to move forward with the City Recorder update until after the election.

Hyatt asked if it was common to have a department of one person and what the impact of waiting until after the election was. McGeary responded that he left the duties in the charter as is because of the potential changes which are to be voted on in the upcoming election. He noted that one person being a department worked because of the unique role of the City Recorder within city government. He also anticipated the city recorder department expanding in the future to either two or three people. Hyatt felt that it was important for HR to have autonomy. She highlighted the unique role HR has regarding other departments, as well as the Council. She wanted to know if this ordinance would help HR serve Parks and their personnel better. McGeary confirmed that it would.

Bloom felt that there were many unanswered questions regarding the Recorder position. Dahle asked if the Recorder's Office ordinance is not addressed at this meeting, would there be any immediate issues. McGeary responded no. DuQuenne asked about HR and DEI status. Cotta responded that the DEI assessment and strategic planning would be brought up at the April 1st, 2024, study session. Dahle asked if the City Manager could hire and fire the head of HR, which McGeary confirmed. Dahle asked if there was anything lacking regarding the head of HR for that position to be equal to other department heads, which Cotta confirmed. Hyatt asked for clarification regarding the Ordinance number.

Councilor Hyatt/Dahle m/s to approve first reading of Ordinance # 3235 Creating a Human Resources Department for the City of Ashland and advance this ordinance to a 2nd reading at the next regularly scheduled City Council business meeting on April 2nd, 2024.

Discussion: Both Hyatt and Dahle felt that the ordinance was appropriate and prudent given the City's unique structure.

Roll Call Councilors Hyatt, Bloom, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

Councilor Bloom/DuQuenne m/s to table the adoption of ordinance #3236 Creating a City Recorder's Office for the City of Ashland until after the May 21st Election.

Discussion: Bloom highlighted the unanswered questions regarding the Recorder position and suggested having a future study session to work out the issues. DuQuenne felt that the ordinance was premature and should wait until after the election.

Roll Call Councilor Hyatt, Bloom, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

4. First Reading - 3234 Ordinance Telecommunications Updates for Small Wireless Facilities (5G)

Dahle noted an error in the ordinance number between the packet and the agenda. Staff clarified. Cotta discussed the ordinance and provided an overview regarding the creation process. Attorney Nancy Werner appeared via Zoom to discuss the ordinance. She stated that the ordinance was designed to maximize the City's control over small wireless facilities,

while still working within national rules set by the Federal Communication Committee. The FCC states that you cannot have a moratorium on small cell facilities and that a city cannot refuse applications for small wireless facilities. In addition, the FCC states that a city has no authority to regulate construction and placement of personal wireless facilities based on environmental impacts. She drew attention to the 60-day time limits on the review process for new wireless applications and the FCC allowing for aesthetic conditions regarding placement. However, she noted that these conditions must be in writing. She explained the origin of Chapter 16 and how the update includes small wireless facilities. The first change was that telecommunication companies were required to get a license or a franchise agreement from the city before they could begin installation and operation within its limits. The other change to Title 16 involved clarification regarding permits for small wireless facilities. The review process could be either an administrative review or a discretionary review. She added that there would be specific design standards for historical, residential, and special use districts that must be met before small wireless facilities could be deployed as part of the administrative review. She went over the process for how discretionary reviews work.

Dahle asked for context on the League of Oregon Cities model ordinance and its connection to public right of way. He noted that the City had moved in a different direction from that model. Werner responded that the change was a result of the definitions stated in Title 16. She saw it as a way to treat all telecommunication providers in a similar manner. Kaplan asked Werner to compare and contrast the LOC model ordinance and the ordinance the City was discussing. Werner drew attention to right of way ordinance and how the language in Title 16 was similar to right of way ordinance within other cities, noting that LOC has a similar model right of way ordinance structured in a similar fashion to the model telecommunication ordinance. She also noted that the LOC ordinance was created before the 9th Circuit Court reviewed and struck down the FCC's aesthetic requirements for small wireless facilities. The ordinance being discussed by the City factored in that court ruling. Kaplan noted that the LOC model ordinance did not include the distinction between the administrative and discretionary review processes. Werner noted that the LOC model ordinance was created as a response to a federally created model ordinance.

Bloom asked about utilities easements and the amount of control telecommunication companies would have over those. Werner responded that the chapter focusing on easements included public utility easements as part of the definition of public rights of way. She noted that including those types of easements under public rights of way is a common practice in cities across Oregon. The easements standards serve to check unregulated placements by telecommunication companies. DuQuenne asked about the process behind discretionary review. Werner provided an overview of the discretionary review process. DuQuenne praised the safety and aesthetic guidelines within the ordinance, but also wanted to ensure that the South Side of Ashland had small wireless facilities. Hansen asked about permit issues and community objectives. Werner responded that public notices would be included as part of that.

Graham asked about the neighborhood meeting and what the process would be to ensure an accurate report back from the telecommunication companies. Werner suggested that a staff member attend the meeting but also suggested not specifically adding that as a requirement in the ordinance because of logistical issues. Graham asked if there could be a situation where the City could not approve something due to lack of staffing if they decide to put language in the ordinance mandating staff attendance. Werner felt that it could possibly increase risk and open opportunities for legal action on the part of the telecommunication company. Dahle asked if it would be appropriate to add that language to the application process, which Werner agreed.

Graham asked about sending a staff member as opposed to a decision-making staff member to the meeting. Werner suggested that the applicant must inform and allow a staff member to attend. Bloom suggested including the language around sending a staff member to the meeting as part of the second reading. He also brought up concerns about fire risks from the small wireless facilities and asked what could be done to mitigate that risk. Werner noted that there was provision within the Title for Ashland Fire to hire an independent consultant at the applicant's expense to evaluate fire risk. She also pointed out that the design standards required an emergency shut-off switch at every facility. Bloom expressed concerns of people flipping the switch in a non-emergency situation. Werner noted that the shut-off switch would be within a locked box. DuQuenne asked if both the independent consultation for fire risk and the emergency shut-off switches were explicitly stated within the ordinance. Werner responded that the shut-off switches were part of the design standards set nationally by the FCC. Independent consultation was explicitly stated within the ordinance. Dahle noted that the City was required to meet certain federally mandated requirements. He asked if there was a way to hold applicants accountable if they do not meet the FCC standards, which Werner noted could be done.

Hyatt asked about small cell safety. She noted that wording in both the ordinance and in the design, standards was "ensure maximum protection" while also noting there was no language in place to allow for a small cell facility to claim *force majeure*. She asked if there was anything within the ordinance that would allow for a small cell carrier to claim *force majeure* to get out from paying insurance indemnity to the City. Werner noted that small cell carriers could not use *force majeure* to escape consequences. Kaplan asked about the resolution mentioned in the design standards and if that would be approved as part of the decision. McGeary answered that the resolution has been established but because of delays, it was not able to be presented to Council before the meeting. McGeary said that it could easily be included as part of the second reading. Cotta added that the resolution is also posted on the website. Kaplan asked how detailed the design specifications were in the resolution versus the design specifications in the ordinance and why there would be two different sets of design specifications. Werner noted that the design standards in the resolution are longer and more detailed while also being easier to adjust. DuQuenne asked staff how much the City paid Werner and her team for their work. Cotta responded she did not have any copies of the invoices at this time.

DuQuenne asked if it was possible to see the amount the City had paid Werner and her team before the second reading, which McGeary said he could provide within that time frame. Dahle asked how a smaller municipality would deal with the timeframe if a provider files many applications at once and causes an issue with workload. Werner noted that there was a limit on the number of permits that could be filed at any one time, with McGeary adding that the limit was 10 to file at one time. Werner noted the best a smaller municipality can do is limit the number of permits that come in at one time because of how the FCC regulations are worded. Hyatt asked Cotta and McGeary if they feel that City staff could navigate any issues regarding permits and timelines. Cotta felt that staff could handle the workload. Hyatt noted the discretionary notice was at 300 feet, while local planning actions were at 200 feet. McGeary suggested adding the Community Development Director to the mailing list regarding the notice. Hansen wanted to set expectations regarding public notice and meetings. He asked what can the City do regarding accountability to the telecommunication industry within those meetings. Werner responded that the feedback from the meeting could be used within discussion between the City and the applicant. She also brought up that the meeting could generate substantial evidence regarding the application not meeting design standards. She also noted that RF standards were required and controlled by the FCC. The City could require documentation and testing in order to ensure compliance on an ongoing basis. Dahle asked why Werner used the term "substantial evidence" over the term "probative evidence." Werner responded that she was using wording from federal law, while also raising concern of using "probative evidence" because of applicant issues found after the 60-day window. Kaplan asked how certain Werner was with the Ordinance not accidentally causing effective prohibition of the installation. Werner noted how the aesthetic requirements could not ban the placement of installations outright. She also pointed to a provision where the City Manager could waive requirements if a requirement would create an effective prohibition.

Public Forum

Lelah Vaga/Portland (Appearing via zoom). Spoke on behalf of the telecommunication group Verizon Wireless and a company called Wireless Policy Group. Praised the Council for their work. Noted how wireless usage has increased and will continue to increase. Praised Council for balancing the infrastructure needs with keeping the "character" of the town intact. Spoke to a pair of letters submitted to the record by Verizon.

Kelly Marcotulli/Ashland – Felt that the ordinance was confusing and incomplete. Wanted to create a "safe Oregon" with no 5G. Presented a petition with 10,000 signatures from across the state of Oregon.

Bruno Marcotulli/Ashland – Felt that the City was ignoring the work of Andrew Campanelli.

Tanya Jane Simmons/Ashland – Felt that 5G was causing learning and behavioral problems.

Anna Ford/Ashland – Felt that the FCC was not doing its job. Wanted the City to look at independent studies.

Derek Franklin/Ashland – Voiced disapproval of the ordinance.

Larry Graves/Ashland - Wanted the City to do more research before choosing a path forward, regardless of what that path may be.

Marilyn Lindsay/Ashland - Was disappointed in Council for not listening to its citizens trying to educate them. Wanted the City to hire Campanelli attorney to help write the ordinance.

Chuck Laurenson/Ashland -Wanted the City to hire Mr. Campanelli and hold a study session with him to create a brand-new ordinance.

Paul Mozina/Ashland –Felt the ordinance was not promoting health and safety.

Meredith Lowry/Ashland - Noted that the City had no say in where towers were installed. Wanted the Council to work with Mr. Campanelli.

Miriam Reed/Ashland – Felt that the City was not respecting the indigenous people with this ordinance. Felt the City was not listening to and respecting its constituents.

Rivers Brown/Ashland – Spoke against the Ordinance. Suggested recalling the Council or firing the City Attorney.

Don McClure/Ashland – Linked 5G to purported health issues.

Lillian Chapdelaine/Ashland – Spoke about living with cancer for 8 years. Noted that she gets inflammation and other health issues when around 5G cell towers or around phones.

Bloom asked Cotta if the current meeting was a publicly noticed meeting, which she confirmed. Bloom remarked that it was unfortunate that Mr. Campanelli was not in attendance.

Council took a recess from 8:36PM to 8:45PM

Graham asked for clarification on the word "simultaneous" as used in simultaneous applications. Werner responded that it was referring to the number of applications submitted within a single day. She mentioned that the number was set by the FCC and was currently set to 10 applications a day.

Councilor Dahle/Bloom m/s to approve First Reading of ORDINANCE NO. 3234: AN ORDINANCE AMENDING AMC TITLE 16 TELECOMMUNICATIONS AND ESTABLISHING STANDARDS FOR TELECOMMUNICATIONS FACILITIES IN THE CITY OF ASHLAND and send it to Second Reading for enactment.

Discussion- Dahle stated that he was present at every telecommunication ordinance meeting save one. He stressed that he considered all testimonies, emails, and conversations before coming to a decision. He mentioned the sheer number of messages he had received from people expressing their opinions about 5G and the complete lack of any messages from wireless service providers. He explained that Mr. Campanelli had provided a draft review and that some of his suggestions had been taken to heart, albeit not with the exact language he provided. Dahle felt that the issue had been discussed as much as it could have, and that all council members had the best interests of the people of Ashland in their hearts. He mentioned how the Council had pulled every version of the ordinance that was not up to standard in his time as a member. He felt that the new ordinance did not put people at risk

and was proud of the work put in by all parties and people, including Mr. Campanelli, to ensure that it was safe. DuQuenne thanked everyone who spoke and worked on the ordinance for the past five years. However, she felt that there was no collaboration between the people and the Council on it and could not support the ordinance. Hansen highlighted the challenge between balancing the input of constituents and the job that must be done. He acknowledged that he cannot make everybody happy while protecting the City at the same time. He expressed gratitude to all who have provided input. Kaplan noted that the ordinance does many things and appreciated the answers to his questions from McGeary and Werner. He felt the ordinance was much better than what is in place. Hyatt thanked everyone who participated over the past few years in conversations about the ordinance. She noted that this was the fourth time this ordinance had come across her desk. She agreed with Kaplan that the new ordinance is better than the previous ones, noting that the old standards were no longer useful. She was grateful for the feedback process and proud of both people who spoke at the meetings and proud of the people who have collaborated as well. Mayor Graham added that the conversation around the ordinance had been going on for over five years. What she has seen across the Council was a desire to push the boundary to allow for as much local control as possible. She wanted to make sure that people could disagree without vilifying those who are disagreeing. She felt that the ordinance was a good step forward and was far better than the ordinance that was originally put in place. McGeary reminded Council to include the discussed language change around the notice towards properties within 300 feet of proposed facilities.

Councilor Hyatt/Dahle m/s amend the motion to include in the notice on discretionary community meetings to those within 300 feet of the proposed sites and the City of Ashland.

DISCUSSION: Dahle restated his commitment to listening to each person's comments about the ordinance.

Roll Call Councilors Hyatt, Bloom, Kaplan, Dahle, and Hansen, YES. DuQuenne, No. Amendment passed.
Original motion vote.

Roll Call Councilors Hyatt, Bloom, Kaplan, Dahle, and Hansen, YES. DuQuenne, No. Motion passed.

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

XIII. **RESOLUTIONS AND CONTRACTS**

1. Contract for Timberline Helicopters

Ashland Fire Division Chief Chris Chambers provided a review of the contract via a presentation. He presented information centered around fiscal impacts and project amounts for the three potential options.

Public comment

Joseph Powell/Ashland – Spoke about his experience as a contractor on the Ashland Loop trail project. Spoke to how previous thinning efforts had been influenced by the landowners. He noted that the habitat had returned in strength and stressed that logging was a tool for this project to ensure wildlife flourishes. Recommend option one to the Council.

John Maurer/Ashland - Thanked the Council for their time and work. Talked about his experience living adjacent to Siskiyou Mountain Park for 40 years. He stressed that climate change is causing the die off but also wanted to ensure the people would not create fires during 100-degree days. He noted that there had been 90 wildfires along the greenway since Alameda, making it an urgent issue that needed to be addressed immediately to prevent future fires.

Eric Navickas/Ashland – Spoke to an email he had submitted. Raised concerns about the large fiscal impact. Voiced his support for option three but agreed that the project must move forward in some capacity in order to prevent fire risks.

Councilor Hansen/Bloom m/s that the City Council, acting as local contract review board, approve this special procurement award to Timberline Logging Enterprises, LLC in the amount not to exceed $1,400,000 through June 30, 2024 for forestry work critical to our watershed and community wildfire safety.

Hyatt asked if Finance Director Mariane Berry would speak to the offsets and Chambers would speak to the concern of burn pile cost if option three was used. Chambers noted that the $990,0000 cost came from having to get equipment to the site and the lack of return on investment from the logging. He also added that helicopter logging would also negate the cost of having to "slash" the trees in the field by having the helicopters carry the trees to a site where they could be "slashed." Graham asked if the activity fuels burn pile number is a net number that considers the logging revenue. Chambers responded the $150,000 cost was not an equal comparison. Kaplan asked for clarification with the total cost being cheaper if the trees are processed out of the forest. Chambers responded that it would be around $800,000 to process and slash the trees where they are because of the cost needed to hire contractors and equipment. Berry estimated the City had around $400,000 in revenue set aside in the general fund at the current time. Bloom brought attention to the short timeline available, with Chambers agreeing. He also mentioned that the contractor window was extremely short in addition to the wood rotting, preventing it from being sold. Graham asked what would happen if Council did not come to a decision at this meeting. Chambers noted that there was a risk of losing the contractor if Council did come to a decision. Hyatt suggested utilizing option two, with the cost being covered by the offset along with allowing a potential increase in the contract at the next meeting. Graham asked if the contract could be adjusted once work had begun. Chambers responded no. Hansen asked if Chambers had plans to communicate with the greater outdoor community regarding the work, which Chambers confirmed. DuQuenne asked if the contract would be secured if Council went with option two, which Chambers confirmed. Hasen pulled his original motion.

Hyatt/DuQuenne m/s to approve the contract with Timberline Helicopter for Option Two, not to exceed the unmet need of $440000 and to bring the balance of the contract back on April 2nd, 2024, for further discussion.

Discussion: Hansen asked if the contract was approved, could Council look back at option one or option two at a later meeting. Graham answered that it would allow for Council to look at the balance of the contract.

Roll Call Councilor Hyatt, Bloom, Kaplan, Dahle and Hansen, DuQuenne YES. Motion passed.

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

1. Ad Hoc Committee Request on 2200 Ashland St. Master Plan

MOVED TO NEXT MEETING

XV. ADJOURNMENT OF BUSINESS MEETING

Meeting adjourned at 9:40 pm.

Respectfully Submitted by:

City Recorder Alissa Kolodzinski

Attest:

Mayor Tonya Graham

City Manager's Report

HUMAN RESOURCES:

- HR will be at the **Southern Oregon University Career Fair on April 10, 2024**, along with the Fire Department.
- HR and multiple City departments will be at the **Careers in Gear 2024** fair in Central Point. Careers in Gear is hosted by Rogue Workforce Partnership and will be happening on **April 25** at the Jackson County Expo. This is a one-of-a-kind annual career expo and job fair for youth in the Rogue Valley with over 150 employers represented and over 2,000 high school students attending this year. We are highlighting some of our exciting careers with participation from GIS, Finance, Building, Public Works, Police and Fire!

PARKS & RECREATION:

- Oak Knoll Golf Course had a $10,000+ weekend this March. Staff has received consistent positive feedback on the state of the greens.
- APRC is applying for two Oregon Parks and Recreation Department Grants, each for $1M. One is to rehabilitate the eight tennis courts at Hunter Park. The other is to build Phase One of the East Main Park, including the Pump Track and Skills Park. Both projects have received an outpouring of community support.
- APRC has hired five new staff members in the last six months, including Parks Superintendent, Executive Assistant, Senior Administrative Analyst, Parks Tech I (two positions), and is currently interviewing for an Office Assistant II position to support the Recreation Division.
- Express Employment Professionals have posted announcements for Lifeguard, Swim Instructor and Customer Service Specialist positions to staff the Daniel Meyer Memorial Pool.
- The Ashland Rotary Centennial Ice Rink is officially closed for the 2023-2024 season.

WHAT'S COMING UP? Free classes in March through Ashland Parks and Recreation – more at ashland.or.us/Register

- **Arbor Day Tree Planting** on Friday, April 26, 10 a.m. at N MT Park
- **Rogue Valley Bike Swap** on Saturday, April 27 from 12 to 2:30 p.m. at The Grove – **RTVT.org/bikeswap**
- **Japanese Garden Tour... a guided walk for seniors and friends** on Monday, April 29, 1 to 3 p.m. Register by calling 541.488.5342.

City Manager's Report

4.2.2024

CITY MANAGER'S OFFICE:

- Staff are working with Finance and Public Works to provide accurate information on the potential financing of the water treatment plant. Fact/FAQ page at **ashland.or.us/WaterPlant**.
- Staff are working with a local vendor to get window awnings for City Hall.
- The **April 2024 City Newsletter** is available at **ashland.or.us/Communications**.
- The new **website**, including the new agenda management, the online form modules and See-Click-Fix component, continues to move forward. The trainings are scheduled throughout the month of April. The Design-Reveal with CivicPlus is scheduled for April 4, 2024. Staff will start building-out department pages once training is completed.
- Social media updates:
    - As of March 21, 2024, the City now has an Instagram account, **instagram.com/cityofashlandoregon**.
    - Work is underway for a City Nextdoor account.
    - Staff are working on a draft social media policy.
- The results of the **Communication Survey** will be shared with Council at the retreat on April 12, 2024.

COMMUNITY DEVELOPMENT:

- The Department has finished reviewing and issuing a building permit for the renovation of the Ashland High School Science building renovation project, valued at $6.2 million. This step paves the way for starting the seismic upgrade project, which was supported by the Ashland School Bond.
- Department has been notified by the Department of Land Conservation and Development (DLCD) Commission that our previously waitlisted grant application for consultant services to develop a Manufactured Home Park Zone is now funded and approved. The DLCD is set to draft a grant agreement for this initiative, aiding Ashland's Housing Production Strategy.

FINANCE:

- Finalizing RESP (Rural Energy Savings Program) USDA Loan Agreements with City Attorney's office; working with Conservation to organize the start-up of the program.
- Helping to inform the public on the potential financing of the Water Treatment Plant through the Water Infrastructure Finance and Innovation Act (WIFIA) and the Environmental Protection Agency (EPA).
- Phone lines are open at 541.488.6004 on Tuesdays and Thursdays, 9 a.m. to 1 p.m.; continued in-person service at The Grove (1195 East Main) on Fridays, also 9 a.m. to 1 p.m.
- In April/May, Utility Billing will start delinquent processing, beginning with accounts over $10,000 that have been outstanding over 180 days. The City will make several attempts to contact individuals to bring their account up-to-date. Payment options are available. If left unresolved, services will be disconnected.

Council Business Meeting

April 2, 2024

Agenda Item	Historic Preservation Advisory Committee Appointment	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of Mark Brouillard to Position #3 with a term ending April 30, 2027.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the appointment of Mark Brouillard to Positions #3 to the Historic Preservation Advisory committee for with a term expiring April 30, 2027.

REFERENCES & ATTACHMENTS

Attachment 1: Application – Brouillard

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Thursday, February 15, 2024 4:09:18 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Mark Brouillard**
Committee or Commission intersted in: **Historic Preservation Advisory Committee**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Product and Purchasing Manager, Compliance Manager**
Educational background: **UCC - AS SOSC/SOU - Cultural Resource Management (Archaeology) with History Minor**
Related Experience: **I live in a historic district (Skidmore) in a house built in 1889. I am very familiar with AMC 18.4.2.050 and understand how the rules should be applied.**
Interests: **I love historic buildings and the charm that they bring, but also know the hurdles with regards to construction; be it a remodel, a teardown and rebuild, or paint choices for new projects.**
Availability: **Yes I am available for special meetings and prefer evenings over days**
Additional Information : **Moved to Ashland in 1993. Family moved here in 1893, with my great-great grandfather being the first fire chief (and our family provided the photo). When the Beach Good house was moved, we were able to give the "new" owners photos and other items from that house.**
Signature: **Mark Brouillard**

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

Council Business Meeting

April 2, 2024

Agenda Item	Ad hoc Committee on Affordable Childcare & Early Childhood Development	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of Joanie Keller-Hand to the Ad Hoc Committee on Affordable Childcare and Early Childhood Development.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the appointment of Joanie Keller-Hand to the Ad Hoc Committee on Affordable Childcare and Early Childhood Development.

REFERENCES & ATTACHMENTS

Attachment 1: Application – Keller-Hand

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Sunday, March 24, 2024 3:23:17 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Joanie Keller-Hand**
Committee or Commission intersted in: **Ad hoc Committee on Affordable Childcare & Early Childhood Development**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Retired**
Educational background: **BS: Child/Family Services, minors in Experiential and Outdoor Education (University of New Hampshire) MS: Master in Management (Southern Oregon University)**
Related Experience: **Lead Preschool Teacher: Unitarian Cooperative Preschool, West Chester, PA Lead Preschool Teacher: Southern Oregon University (SOU) Schneider Children's Center, Ashland, OR Interim Director: SOU Schneider Children's Center, Ashland, OR Office Manager: SOU Schneider Children's Center, Ashland, OR Graduate Studies Support Specialist: SOU, Ashland, OR Conferences and trainings on best practices and current trends in Early Childhood Development and Affordable Childcare can offer important insights, yet can sometimes be expensive.**
Interests: **I have worked in the field of Early Childhood Education for nearly 40 years. My career at SOU Schneider Children's Center spanned 26 years. During that time, our Center was shut down twice by the University, due to funding issues (or the lack thereof). The fees associated with running a high quality program are often cost prohibitive for young families. Financial assistance is not always available either. In addition, many preschools and child care facilities pay low wages and offer no benefits, making it an unattractive career path. I am passionate about Early Childhood Education, and disheartened that there has not more recognition of its value and importance. Further, we must find a solution for making quality child care affordable for young families. I would like to contribute to positive change.**
Availability: **I am a very active retiree. I travel a lot and, when home, volunteer for many organizations. I am busy but flexible. I am happy to jump in when I can. Daytime meetings are preferable, but evenings can also work. I could meet Wednesdays, 1-2 pm if that also worked for others.**
Additional Information : **I have lived in Ashland for 34 years. I currently volunteer for: Rogue Liberation Library Ashland YMCA Oregon Shakespeare Festival Britt Festivals In the past, I have also been a volunteer for Mt. Ashland, Ashland Parks and Recreation, and AIFF**
Signature: **Joan E Keller-Hand**

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

Council Business Meeting

April 2, 2024

Agenda Item	Approval of Liquor License Request for Ashland Hills Hotel	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

This is a request for approval of a liquor license application for the for Ashland Hills Hotel and Luna Café & Mercantile, (DBA BHGAH AHH, LLC) at 2525 Ashland Street.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

BACKGROUND AND ADDITIONAL INFORMATION

This is an application is for a Change of Ownership- Full On Premises Commercial and Catering Liquor License.

FINANCIAL CONSIDERATIONS

N/A

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

I move to approve the liquor license for the Ashland Hills Hotel.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
   - If the premises street address is within a city's limits, the local government is the city.
   - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
   1. You have WRITTEN documentation showing the date the local government received the application or;
   2. The local government has provided you their recommendation.

ALL forms and documents must be a **PDF** attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
   When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

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

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

Additional Information

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

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

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

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

- Complete the Authorized Representative Form designating a person/entity to act on your behalf and submit with the application.

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

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location

Additional tasting locations: (Use the DISTT form **HERE**)

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name _____ Date _____

Signature _____

Ashland Hills Hotel and Luna Cafe & Mercantile

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
BHGAH AHH, LLC	North Pacific Management, Inc. dba CoHo Services
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
Ashland Hills Hotel and Luna Cafe & Mercantile

Premises street address (The physical location of the business and where the liquor license will be posted):
2525 Ashland Street

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
855-482-8310	don.anway@cohoserv.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
12670 SW 68th Avenue Suite 200

City:	State:	Zip Code:
Tigard	Oregon	97223

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

APPLICATION CONTACT INFORMATON – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:
Edel Donahoo

[redacted]

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

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

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

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

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

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

Applicant name	Signature		Date
Bakulesh G. Patel	Bakulesh Patel	Co-Manager, BHGAH AHH, LLC as Owner	03-11-2024
Brett L. Wilkerson	Brett Wilkerson	CEO, North Pacific Management, Inc. as Management Company, Master License Holder	03-22-2024
Applilcant name	Signature		Date
Applicant name	Signature		Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

Council Business Meeting

April 2, 2024

Agenda Item	Second Reading - Ordinance 3236 Establishing the Human Resources Department	
From	Douglas M McGeary	Acting City Attorney
Contact	Doug.mcgeary@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Second Reading and adoption of Ordinance #3236 to establish a Human Resources Department.

POLICIES, PLANS & GOALS SUPPORTED

Creating a dedicated department for human resources management enhances transparency by ensuring that essential information and processes are documented and accessible to relevant stakeholders.

Effective management of personnel matters is crucial for mitigating legal risks and liabilities.

Establishing a department dedicated to human resources management creates opportunities for innovation and continuous improvement in administrative processes and service delivery.

BACKGROUND AND ADDITIONAL INFORMATION

Establishing a department by ordinance provides a clear legal framework for their existence, structure, and operation within the city government. By formalizing the creation of departments through ordinances, the city ensures transparency, accountability, and adherence to legal requirements in governance.

Establishing a human resources department is essential for managing the city's workforce effectively. This department would be responsible for recruitment, training, performance evaluation, employee relations, and compliance with labor laws and policies. Having a dedicated HR department ensures consistency, fairness, and professionalism in managing personnel matters, fostering a positive work environment, and mitigating legal risks related to employment practices.

Overall, establishing departments by ordinance demonstrates the city's commitment to effective governance, strategic planning, and meeting the evolving needs of its residents and stakeholders. It provides a structured framework for departmental functions, responsibilities, and accountability, facilitating the efficient delivery of services and promoting the well-being of the community.

.FISCAL IMPACTS

The establishment of the Human Resources Department through this ordinance does not anticipate any significant fiscal impacts. While this department has not been formally formed previously, the functions have been carried out as necessary within the government structure, typically by a director and administrative staff. This ordinance does not seek to alter the staffing levels or the core functions of the existing Human Resources director. Therefore, it is anticipated that there will be no fiscal impact resulting from the enactment of these ordinances.

DISCUSSION QUESTIONS

Apart from inquiries regarding the current roles and responsibilities of personnel handling these functions, there are no specific budgetary or staffing considerations anticipated. Additionally, there are no legal compliance requirements within the framework of establishing this department.

SUGGESTED NEXT STEPS

Council member may move to adopt ordinance #3236 Creating a Human Resources Department for the City of Ashland.

REFERENCES & ATTACHMENTS

Ordinance 3236 Creating Human Resources Department

ORDINANCE NO. 3235

AN ORDINANCE RELATING TO AMENDING AMC 2.28 TO ADD THE HUMAN RESOURCES DEPARTMENT

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

> Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the City of Ashland wishes to amend AMC 2.28 ADMINISTRATIVE AND OPERATING DEPARTMENTS to add the Human Resources Department.

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

SECTION 1.

2.28.500 Human Resources Department-Created

A Human Resources Department is hereby created which is under the direction of the Director of Human Resources, and consists of such employees provided for in the position classification plan or a City budget, and such other employees as may be assigned by the City Manager.

2.28.510 Human Resources Department—Director Selection and Duties:

The Director of Human Resources, subject to the approval of the City Manager and City Council, shall to manage all matters related to the recruitment, selection, development, and retention of the city's workforce, which includes all personnel employed by the city regardless of Department.

The Director is responsible for creating and implementing policies, procedures, and programs that support the City's workforce while ensuring compliance with relevant laws and regulations.

A. Appointment. The Director of the HRD shall be appointed by the City Manager. The City Manager shall seek candidates with substantial experience in human resources management, labor relations, and personnel administration.

B. Duties and Responsibilities

1. Strategic Planning: The Director shall develop and implement long-term human resources strategies aligned with the City's goals and objectives.

2. Policy Development: The Director shall create, update, and interpret HR policies in accordance with applicable laws, regulations, and best practices.

3. Recruitment and Selection: The Director shall oversee the recruitment, selection, and hiring process to attract qualified candidates for various City positions.

a. Position Classification Plan and City Budget. The Director shall facilitate the selection of employees within the framework of the approved position classification plan and the City budget. The selection process shall adhere to merit-based principles and equal employment opportunity guidelines.

4. Training and Development: The Director shall establish training programs to develop and enhance employee skills, performance, understanding for an inclusive and safe workplace, and career growth.

5. Performance Management: The Director shall design and implement performance appraisal systems that provide feedback and promote continuous improvement.

6. Employee Relations: The Director shall manage and execute employee relations, including conflict resolution, disciplinary actions, and grievance procedures.

7. Compensation and Benefits: The Director shall manage employee compensation, benefits, and ensure fairness and competitiveness.

8. Position Classification: The Director shall oversee the maintenance of a position classification plan, ensuring accurate job descriptions and appropriate salary levels.

9. Budget Oversight: The Director shall manage the HRD's budget, ensuring responsible allocation of resources.

C. Compliance: The Director shall ensure compliance with labor laws, equal opportunity regulations, and other applicable employment-related statutes.

D. Reporting: The Director shall provide regular reports to the City Manager and City Council on HRD activities, metrics, and initiatives.

2.28.520 Human Resources Department-Functions.

The Department's primary objective is to attract, develop, and retain a skilled and diverse workforce that contributes to the effective and efficient functioning of the City as follows:

A. The HRD shall perform the following functions:

1. Talent Acquisition and Recruitment

2. Employee Onboarding and Orientation

3. Training and Professional Development

4. Risk Management and Workers' Compensation Compliance

5. Compliance with Employment Laws and Regulations

6. Diversity and Inclusion Initiatives

7. Performance Management and Appraisals

8. Employee Relations and Conflict Resolution

9. Disciplinary Actions and Performance Improvement

10. Succession Planning and Career Development

11. Compensation and Benefits Administration

12. Policy Development and Implementation

SECTION 2. 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 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code, and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however, that any

Whereas clauses and boilerplate provisions (i.e., Sections [No(s.)] need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the 5TH day of March, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

Council Business Meeting

April 2, 2024

Agenda Item	Second Reading – Ordinance to AMEND THE ASHLAND FIRE PREVENTION CODE; REPEALING AND REPLACING AMC CHAPTER 15.28	
From	Mark Shay	Fire Marshal
Contact	Mark.shay@ashland.or.us, (541) 552-2217	
Item Type	Requested by Council ☐ Update ☒ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

This serves as the second reading of a proposed ordinance to amend the Ashland Fire Prevention Code, repealing and replacing AMC Chapter 15.28

POLICIES, PLANS & GOALS SUPPORTED

Analyze City departments / programs to gain efficiencies, reduce costs and improve services.

Support innovative programs that protect the community.

BACKGROUND AND ADDITIONAL INFORMATION

The current fire code through ORS was adopted in February 2023, replacing the 2019 Oregon Fire Code with the 2022 Oregon Fire Code. It is necessary to revise the ordinance adopting the 2022 Oregon Fire Code to adequately reflect the City employing a full time fire code official and the planned frequency of fire safety inspections on regulated occupancies within the boundaries of the City.

Section 1: No Change
Section 2: No Change
Section 3: Added a definition for Fire Prevention Organization
Section 4: No Change
Section 5: No Change
Section 6: Deleted section "S" relating to Mobile and Temporary Cooking Operations, which are now regulated by the Oregon Fire Code section 319 and implied with adoption of the 2022 Oregon Fire Code.
Section 7: No Change
Section 8: No Change
Section 9: No Change
Section 10: No Change
Section 11: No Change
Section 12: No Change
Section 13: Establishes the Fire Prevention Organization within the fire department in compliance with National Fire Protection Association 1730. The standard on Organization and deployment of Fire Prevention and Code Enforcement, Plan Review, Investigation and Public Education Operations. Sets minimum inspection frequency in conjunction with the occupancy classification.

Section 14: No Change

FISCAL IMPACTS

None

DISCUSSION QUESTIONS

None

SUGGESTED NEXT STEPS

Staff recommends approval of the 2nd reading of Ordinance No. 3233.

Actions, Options & Potential Motions

I move to approve the second reading of Ordinance No. 3233 amending the Ashland Fire Prevention Code, repealing and replacing Ashland Municipal Code Chapter 15.28.

REFERENCES & ATTACHMENTS

Ordinance Bill No. 3233

ORDINANCE BILL NO. 3233

AN ORDINANCE TO AMEND THE ASHLAND FIRE PREVENTION CODE; REPEALING AND REPLACING AMC CHAPTER 15.28

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

WHEREAS, the Fire Chief wishes to amend the Ashland Municipal Fire Code to adopt the current 2022 Oregon Fire Code and to allow the addition of an inspection program in compliance with NFPA 1730 the Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Education Operations

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

SECTION 1. 15.28.010 Adoption of Oregon Fire Code

Except as specifically excluded or modified by this chapter, the City of Ashland adopts the 2022 Oregon Fire Code and appendices A through N and Q through T which will be referred to in the Ashland Municipal Code as the Oregon Fire Code ("OFC"). One (1) copy of the Oregon Fire Code and appendices shall be filed in the office of the City Recorder. (Ord. 3161 § 1, amended, 02/05/2018; Ord. 3104, amended, 2014; Ord. 3037, amended, 09/07/2010; Ord. 2944, amended, 11/06/2007; Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 2. 15.28.020 Establishment of Duties

The Oregon Fire Code shall be enforced by the Fire Code Official as defined by the Oregon Fire Code. (Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006

SECTION 3. 15.28.030 Definitions

The following definitions govern the construction of this chapter:

1. "Jurisdiction," as used in the Oregon Fire Code, means the City of Ashland ("Ashland").

2. "Department of Fire Prevention," as used in the Oregon Fire Code, means ".Wildfire and Community Risk Reduction Division"

3. "Fire Code Official," as used in the Oregon Fire Code, means the Fire Chief or designee.

4. "Apparatus cost" means the standardized cost, including repairs and depreciation, for the use of Ashland Fire and Rescue ("AF&R") and public works apparatus or equipment, as set forth in adopted regulations of the State Fire Marshal or in City resolution, and the cost for the use of apparatus or equipment of another jurisdiction which may respond to an incident pursuant to statute or intergovernmental agreement.

5. "Direct costs" means those costs of supplies, apparatus and labor incurred by the City or another jurisdiction in responding to an incident and as may be set forth in adopted regulations of the State Fire Marshal or in City resolution.

6. "Direct fire or rescue services" means any service provided by employees of the City (1) to a person whose person or property is injured or threatened with injury; or (2) to a person whose property has injured or threatens to injure another person or another person's property, for which a charge is not otherwise imposed under this code. "Direct fire or rescue services" includes, but is not limited to, the suppression of fires, the rescue of persons or property, the provision of medical assistance, and containment and cleanup of hazardous materials.

7. "Indirect costs" means those costs that are set forth in adopted regulations of the State Fire Marshal or in City resolution, and which are the product of the state "average response availability rate" and the time spent responding to an incident, together with the state "average support services cost per incident," as defined by the State Fire Marshal.

8. "General costs" means direct or indirect costs that are not attributable to any particular person who received direct fire and rescue services.

9. "Gross negligence" means conduct with conscious indifference to or reckless disregard of the rights of others.

10. "Labor costs" means the compensation paid by the City to its employees, including but not limited to base pay, overtime pay and fringe benefits, during the time spent responding to an incident.

11: "Fire prevention organization" (FPO) means the organization or the individual, within the City of Ashland or otherwise delegated, that has the authority to provide fire prevention, inspection and code enforcement, plan review, investigation, and fire and life safety education.

12. Occupancy Classification:

Low-Risk Occupancy. An occupancy that has a history of low frequency of fires and minimal potential for loss of life or economic loss. Examples of low-risk occupancies could include storage, mercantile, and business.

Moderate-Risk Occupancy. An occupancy that has a history of moderate frequency of fires or a moderate potential for loss of life or economic loss. Examples of moderate- risk occupancies could include ambulatory health care and industrial occupancies that do not maintain, store, use, or handle hazardous materials in excess of exempt amounts.

High-Risk Occupancy. An occupancy that has a history of high frequency of fires, high potential for loss of life or economic loss, or that has a low or moderate history of fires or loss of life but the occupants have a high dependency on the built-in fire protection features or staff to assist in evacuation during a fire or other emergency. Examples of high-risk occpancies could include multiple-family dwellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, child care, detention, educational, health care, and industrial.

Critical Infrastructure. The assets, systems, and networks, whether physical or virtual, that are so vital to the community that their damage or destruction would have a debilitating effect. Examples of critical infrastructures could include water treatment plant, special structures, public safety buildings, and power plants.

12.. "Railroad right-of-way" means a right-of-way used for rail transportation.

13. Scope. Establishes the organization and deployment of fire prevention resources for fire prevention inspection and code enforcement activities in existing occupancies, new construction and renovation inspections.

14. "Transportation route" means a roadway or waterway against which no taxes or assessments for fire protection are levied by the City. (Ord. 3161 § 2, amended, 02/05/2018; Ord. 3081, amended, 04/02/2013)

SECTION 4. 15.28.050 Fire Protection System Maintenance

Fire protection systems service providers providing inspections, tests, and maintenance required by OFC 901.6, and the referenced standards shall be qualified and shall provide the inspections, tests, and maintenance in accordance with the referenced standards and section 108.3. Failure by a company or individual service provider to follow the referenced standards is a Class I violation. (Ord. 3161 § 3, amended, 02/05/2018; Ord. 3104, amended, 2014)

SECTION 5. 15.28.060 Restricted Uses During Fire Season

A. The City of Ashland will follow the Oregon Department of Forestry ("ODF") burn restrictions and regulations during fire season. Open flame and fire pits are prohibited at high fire index.

Exemption: A seasonal permit for contractors can be obtained for use within the City of Ashland to allow for powered equipment use during fire season (i.e., landscape, construction, etc.). Working on or within one-eighth (1/8) of a mile of ODF-protected property requires an additional permit issued from ODF.

B. The Fire Code Official or designees may issue a permit which allows a person to conduct a restricted activity as long as specified fire prevention measures are taken to reduce the potential for fire ignition. Contractors, such as those performing landscape or construction work, may obtain a seasonal permit for use within the City to allow for powered equipment used during fire season. Working on or within one-eighth (1/8) of a mile of ODF-protected property requires an additional permit issued by ODF. (Ord. 3161 § 4, amended, 02/05/2018; Ord. 3037, amended, 09/07/2010; Ord. 2944, amended, 11/06/2007; Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 6. 15.28.070 City of Ashland Modifications to the Oregon Fire Code ~~2019~~ 2022 Edition

Ashland Fire Prevention Code incorporates the Oregon Fire Code 2022 Edition except that the following referenced OFC sections are modified as set forth below:

A. OFC Section 104.6.3 is modified by the addition of the following language:

Fire Investigation Reports for fires that are under investigation will not be released until the investigation is complete. Exception: The Fire Chief may release incomplete Fire Investigation Reports if warranted.

B. OFC Section 106.2 is modified by the addition of the following language:

1. Inspections outside of normal business hours: The Wildfire and Community Risk Reduction Division will make every attempt to conduct inspections during normal business hours (Monday thru Friday 8 am to 5 pm). If the applicant or business owner's agent requests an inspection outside of normal business hours, or if the Fire Code Official determines a permit inspection is required and there is no other alternative but to conduct the inspection outside of normal business hours, the Fire Code Official shall inform the applicant or business agent there will be an after-hours inspection fee of $150.00. The inspection will not be performed until the required fees have been paid.

For additional information see City of Ashland Fee Schedule.

2. Re-Inspection Fees, each Fire & Life Safety inspection is provided with one additional re-inspection at no additional cost to the business. If a second re-inspection is required, a fee of the base inspection plus $100 shall be assessed. If a third re-inspection is required, a fee of the base inspection plus $200.00 shall be assessed. If a fourth re-inspection is required, a fee of the base plus $400.00 shall be assessed.

For additional information see City of Ashland Fee Schedule.

C. OFC Section 105.1.1 is modified by the addition of the following language:

A schedule of permit and service fees not more than the actual or average cost of providing service shall be established by resolution of the City Council and periodically amended by Council resolution and kept at Ashland Fire & Rescue and in the City Recorder's office. Required permits include, but may not be limited to, the following list:

1. Operational Permits:

a. Fireworks, public display of

b. Exhibits and trade shows

c. Fumigation and thermal insecticidal fogging

d. Liquid or gas-fueled vehicles or equipment in assembly buildings

e. Pyrotechnic and special effects material

f. Temporary membrane structures, tents and canopies over 400 square feet

g. Activities involving open flames

h. Haunted Houses

i. Marijuana processing

2. Construction/Use Permits:

a. Automatic fire-extinguishing systems

b. Battery Systems

c. Compressed gases

d. Fire alarm and detection systems

e. Fire Pumps

f. Flammable and Combustible Liquid Storage

g. Hazardous Materials

h. Industrial Ovens

i. LP-gas >125 gallons

j. Private Fire Hydrants

k. Spraying or dipping operations

l. Standpipe systems

m. Fire Sprinkler Systems

D. OFC Section 105.6.30, Open Burning, is modified by deleting the current language of this OFC provision entirely and adding the following language: See Ashland Municipal Code 10.30.

E. OFC Section 503.4 is modified by the addition of the following language:

1. The Ashland Police Department shall have the authority to issue fire code citations for the following offenses on public and private properties:

a. Obstruction of marked fire apparatus access roads and fire lanes (Ref. OFC 503.4; 503.2.1)

b. Failure to maintain existing NO PARKING – FIRE LANE signs/markings (Ref. OFC 503.3; D103.6)

c. Obstruction of fire hydrants and fire protection equipment (Ref. OFC 507.5.4; ORS 811.550 (16))

d. The Ashland Police Department may cite the registered owner of the vehicle if the vehicle is found to be standing in violation or tow the vehicle if in the opinion of the officer the parked vehicle is creating a hazard to the community.

F. *Section 506.1.* Add the following sentence:

The key box shall be installed and maintained in accordance with the manufacturer's instructions, and shall contain keys to gain necessary access as required by the Fire Code Official.

G. *OFC Section 507.5.1.* Delete and replace with the following:

Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 300 feet.

2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall be 600 feet (183 m).

H. OFC Section 307 is modified by deleting the current language of this OFC provision entirely and adding the following language: Refer to AMC 10.30.

I. OFC Section 901.6, Records, is modified by deleting the current language of this OFC provision entirely and adding the following language:

Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and service contractors shall send reports of tests to the City of Ashland Fire & Life Safety Division within 30 days of performing the inspection and test. The manner in which contractors shall submit ITM reports to Ashland Fire & Rescue shall be specified by the Fire Code Official.

J. OFC Section 904.1.1 is modified by the addition of the following language:

Fire protection system service providers providing inspections, tests, and maintenance required by OFC 901.6 and the referenced standards shall be qualified and shall provide the inspections, tests and maintenance in accordance with the referenced standards. Where the manufacturer requires only manufacturer certified technicians to conduct inspection, testing and maintenance service on their engineered fire protection systems, uncertified technicians shall not service the system. Prior to conducting service in the City of Ashland the technicians shall provide a current manufacturer certification in a manner specified by the Fire Code Official.

K. OFC Section 5601.1.3 is modified by the addition of the following language:

Notwithstanding ORS 480.110 through ORS 480.165 and OAR 837-012-0600 through OAR 837-012-0675, the sale of retail fireworks as defined in OAR 837-012-0610 is prohibited within the City of Ashland.

1. The sale and/or use of retail fireworks as defined in OAR 837-012-0610 is prohibited at all times;

2. The sale and/or use of sparklers as defined in ORS 480.110 is prohibited at all times;

3. The storage of retail fireworks within the City of Ashland is prohibited at all times; and

4. The advertising of retail fireworks or sparklers is prohibited within the City of Ashland in accordance with ORS 480.152 and OAR 837-012-0665.

5. As a limited exception from the prohibitions in provisions 1 through 4 above, the use of fireworks for public display is allowed in conformance with NFPA 1123 Code for Fireworks Display, current edition, with a valid Ashland Fire & Rescue Fireworks Permit.

L. OFC Section 5601, Storage of Explosives – Prohibited, is modified by the addition of the following language:

The scope referred to in Chapter 5601 of the Oregon Fire Code which references the Oregon Revised Statutes and Oregon Administrative Rules related to explosives is amended as follows. The sale, manufacture, possession, transfer and storage of explosives as defined by ORS 480.200(3) are prohibited in all areas within the City of Ashland except as specifically permitted in writing by the Fire Code Official.

M. OFC Section 5704, Above-Ground Storage of Flammable or Combustible Liquids, is modified by the addition of the following language:

The limits referred to in Section 5704.2.9.6.1 of the Oregon Fire Code in which the storage of flammable or combustible Class I and II liquids in above-ground tanks outside of buildings is restricted are established as follows: All City of Ashland residential and historical district areas as defined in the Comprehensive Plan. All installation and removal of above ground storage units requires an operational permit from Ashland Fire & Rescue. New above-ground bulk storage plants for flammable or combustible liquids are prohibited within this jurisdiction.

N. The City of Ashland is prohibiting section 5707 On-Demand Mobile Fueling Operations within the City Limits.

O. OFC Section 6104, Storage of Liquefied Petroleum Gases – Restricted:

The limits referred to in Section 6104.2 of the Oregon Fire Code, in which storage of liquefied petroleum gas is restricted, are established as follows: All City of Ashland residential and historical district areas as defined in the Comprehensive Plan are limited to the aggregate capacity of any one installation shall not exceed a water capacity of 500 gallons.

Exception: In particular installations, this capacity limit shall be determined by the Fire Code Official, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided and capabilities of the City of Ashland Fire & Rescue Department.

P.OFC Appendix A101.11 is modified by the addition of the following language:

A decision by the Ashland Fire Code Official may be appealed to a Board of Appeals established pursuant to Oregon Fire Code Section 108 of the Oregon Fire Code. An appellant aggrieved by the decision of the Board of Appeals may appeal to the Oregon State Fire Marshal as provided in ORS 479.180 if the subject of the appeal concerns a matter governed exclusively by the Oregon Fire Code and the appeal is filed within 10 days of the Board's final order. If an appeal from the decision of the Board of Appeals, however, concerns a matter reserved by this Ashland Fire Prevention Code (Ashland Municipal Code Chapter 15.28) for local decision-making, such an appeal must be submitted in writing to the Ashland City Council within 10 days of the Board's final order. A decision by the City Council shall be the final decision of the City and may not be appealed to the State Fire Marshal.

Q. OFC Appendix D105.1, Aerial Fire Apparatus Access Roads, is modified by deleting the current language of this OFC provision entirely and adding the following language:

Where required. (Buildings or portions of buildings or facilities exceeding 24 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus.) Where the vertical distance between the grade plane and the highest roof surface exceeds 24 feet approved aerial fire access roads shall be provided. For the purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway or between the aerial fire access road and the building.

R. OFC Appendix D105.2 is modified by deleting the current language of this OFC provision entirely and adding the following language:

Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of building more than 24 feet in height. (Ord. 3161 § 5, amended, 02/05/2018; Ord. 3104, amended, 2014; Ord. 3059, amended, 04/17/2012; Ord. 3037, amended, 09/07/2010; Ord. 3006, amended, 03/02/2010; Ord. 2944, amended, 11/06/2007; Ord. 2932, amended, 10/18/2006; Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006; Ord. 2876, amended, 09/04/2001; Ord. 2871, amended, 08/07/2001)

~~**S. Mobile and Temporary Cooking Operations**~~

~~**The City of Ashland will follow nationally referenced standards of inspection and maintenance provided by the National Fire Protection Agency (NFPA 1 National Fire Code section 50.7) for Mobile and Temporary Cooking Operations.**~~

SECTION 7. 15.28.090 New Materials, Processes or Occupancies – Permits Required

The Building Official, the Fire Chief and the Fire Marshal shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Oregon Fire Code. The Building Official, in accordance with Section 104.9 of the Oregon Structural Specialty Code, shall record and enter in the files of the Building Department any action granting approval of new or alternate materials. (Ord. 3161 § 6, amended, 02/05/2018; Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 8. 15.28.100 Penalties

A. Any person violating or causing violation of any of the provisions of this chapter has committed a Class I violation and, upon conviction thereof, is punishable as prescribed in AMC 1.08.020. Such person, firm or corporation is guilty of a separate violation for each and every day during which any violation of this chapter is committed or continued by such person, firm or corporation. This violation can be retroactively applied to the first day the occupant or owner was made aware of the violation by the Fire Code Official.

B. For any violations of this chapter deemed to be life-threatening, a citation can be issued for each and every occurrence, including multiple occurrences in one (1) day. Life-threatening hazards include but are not limited to overcrowding, locking or obstructing doors designated to remain unlocked, and shutting off or removing designated fire protection equipment.

C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. (Ord. 3161 § 7, amended, 02/05/2018; Ord. 3059, amended, 04/17/2012; Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 9. 15.28.110 Severability

Should any section, paragraph, sentence or word of this ordinance or of the Code hereby adopted be declared for any reason to be invalid, it is the intent of the City of Ashland that it would have passed all other portions of this ordinance independent of the elimination here from of any such portion as may be declared invalid. (Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 10. 15.28.120 Firefighting Outside City - Authorized

In accord with ORS 476.290, the Fire Chief or representative is authorized to extinguish uncontrolled fires that are found to be burning in unprotected areas situated outside the boundaries of the City and that are causing or may cause an undue jeopardy to life or property if, in the opinion of the Fire Chief or representative, such fire is causing or may cause an undue jeopardy to life or property. (Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006; Ord. 1698 § 1, amended, 1971)

SECTION 11. 15.28.130 Firefighting Outside City – Resources

In extinguishing a fire pursuant to Section 15.28.120, the Fire Chief or representative may employ the same means and resources used by them to extinguish similar fires within the City.

(Ord. 2929, amended, 08/18/2006; Ord. 2925, amended, 04/18/2006; Ord. 2921, amended, 01/05/2006)

SECTION 12. 15.28.150 Plan Review/Permits – Fees

For application in this City, Oregon Fire Code plan review fees shall be established by resolution of the City council. (Ord. 2929, amended, 08/18/2006; Ord. 2921, amended, 01/05/2006; Ord. 2906, added, 04/06/2004)

SECTION 13. 15.28.160 Code Compliance Inspection / Fees

A. The City of Ashland will follow nationally referenced standards on fire prevention inspection and code enforcement as provided by the National Fire Protection Agency (NFPA 1730). This standard contains minimum requirements relating to the organization and deployment of fire prevention inspection and code enforcement, plan review, investigation, and public education operations. This standard also addresses the strategic and policy issues involving the organization and deployment of fire prevention programs and does not address methods for carrying out specific fire prevention services, activities, and programs.

B. The City of Ashland shall maintain a written statement or policy that establishes the following:

(1) Existence of the FPO
(2) Services that the FPO will provide
(3) Basic organizational structure
(4) Expected number of FPO members
(5) Functions that FPO members are expected to perform

C. General Requirements: Fire pevention inspection and code enforcement services, including department personnel, equipment, and all support and resources, shall be structured to meet the organizational objectives. Fire prevention inspection and code enforcement shall be conducted to ensure compliance with adopted codes and standards. Personnel responsible for fire prevention and code enforcement activities shall meet the job performance requirements in NFPA 1031 and the

certification and training requirements for conducting fire code enforcement found in OAR 837-039-0016 for the inspection duties they perform.

D. Minimum Inspection Frequency: Existing occupancy fire prevention inspection and code enforcement inspection frequencies shall not be less than:

Occupancy Classification	**Frequency of Inspections**
High:	**Annually**
Moderate:	**Biennially**
Low:	**Triennially**
Critical Infrastructure:	**Per the City of Ashland**

The schedule for fire code compliance inspections shall be established by resolution of the City Council. (Ord. 3161 § 8, amended, 02/05/2018; Ord. 2929, amended, 08/18/2006; Ord. 2921, amended, 01/05/2006; Ord. 2906, added, 04/06/2004)

SECTION 14. 15.28.170 Cost Recovery Fees

A. *Fire and Rescue Service Charges Imposed.*

1. Any person receiving direct fire and rescue services from AF&R as a result of a motor vehicle collision, a hazardous materials incident, a victim rescue or an occurrence on a railroad right-of-way or transportation route that requires AF&R service, shall be liable to the City for the direct and indirect costs incurred by the City in responding to the incident.

2. Whenever a fire is extinguished or attempted to be extinguished by AF&R outside the City of Ashland, the owner of the property involved in such fire shall be liable to the City for the direct and indirect costs of fire and rescue services incurred by the City in responding to the incident.

3. When more than one person receives direct fire and rescue services from AF&R in a single incident, the general costs incurred may be apportioned pro rata among the recipients of the services not otherwise exempt from payment or among the parties involved in the

incident, or through any other apportionment which reasonably allocates the costs of the benefits received.

B. *Exemptions from Charges.*

1. Except as provided in this section, a person liable for a charge imposed under Section 15.28.170 shall be excused from paying the charge if the person presents satisfactory proof to the City that, at the time of the incident giving rise to the charge, the person was a resident of the City, owned real property within the City, or was the holder of a valid license from the City issued under Chapter 6.04.

2. The exemptions of this section do not apply to:

a. Drivers of vehicles under the influence of alcohol or drugs;

b. Persons who commit acts of gross negligence or are otherwise in violation of local law or state statute;

c. Persons causing incidents that require hazardous materials clean-up; or

d. Fire extinguishment efforts by AF&R on property outside the City of Ashland.

C. *Interest on Charge.* Any charge imposed under this section shall be due to the City upon demand or billing by the City. Any person who fails to pay such charge within ninety (90) days of receipt of a bill from the City shall also pay interest on the charge from the date of the billing at the rate of 12 percent (12%) per year; interest for a fraction of a year shall be prorated.

D. *Use of Payments Received.* Fire and rescue service charges collected by the City shall be deposited in accounts designated for such payments. Funds in such accounts shall be expended only for operational costs of the fire department, police department, or the public works department, to reimburse the City for costs of administering and collecting charges for fire and rescue services.

E. *Failure to Pay Charge – Violation.*

1. Any person who fails to pay a fire and rescue service charge within ninety (90) days of receipt of a bill from the City, or within such additional time as may be allowed by a written extension of time by the Fire Chief, is in violation of this code. The issuance and enforcement of a citation for this violation is governed by the provisions of AMC Chapters 1 and 15, and any other remedy provided by municipal or state law.

2. It shall be a defense in any proceeding that:

a. The person did not receive fire or rescue services;

b. The person is exempt from the payment of the charge; or

c. The charges were improperly computed and billed.

3. Failure to pay a fire and rescue service charge when due shall also subject the obligee to the general penalties for violation of City ordinances and any other remedy provided by municipal or State law.

F. *Appeal Procedures.* A person AF&R determines to be liable for fire and rescue services charges may appeal AF&R's determination as provided in AMC 2.30.020 [Administrative Appeals Process]. A person whose application for a permit for exemption from fire restrictions is denied by the Fire Code Official or who objects to fire inspection fees or fees imposed by the Fire Code Official for noncompliance with regulations in AMC Chapter 15.28 or the Oregon Fire Code may appeal the decision as provided in AMC 2.30.020, which appeal shall be decided in compliance with Appendix A of the Oregon Fire Code. (Ord. 3081, amended, 04/02/2013)

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of _____, 2024, and duly PASSED and ADOPTED this ____ day of _____, 2024.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this ____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Carmel S. Zahran, Assistant City Attorney

Council Business Meeting

April 2, 2024

Agenda Item	Second Reading of Ordinance 3234 Amending AMC Title 16 Telecommunications and Resolution 2024-07 Establishing Design Standards for Small Wireless Facilities in the Rights-of-Way in the City of Ashland	
From	Douglas M McGeary	Title Acting City Attorney
Contact	Doug.mcgeary@ashland.or.us and 541-552-2091	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

Second Reading and adoption of Ordinance #3234 amending AMC Title 16 Telecommunications. This ordinance includes the amendment made March 19, 2024 under **AMC 16.12.080(B)(3)(a) A copy of the mailing will be sent to the City and to properties within 300 feet of the proposed facility.** This ordinance, along with the accompanying Resolution #2024-07 for design standards, aims to provide clear guidelines for evaluating and approving small wireless facility applications in accordance with FCC regulations.

POLICIES, PLANS & GOALS SUPPORTED

- Infrastructure Investment, Public Interest, and Safety;
- Access to Advanced Technology and Services; and
- Balancing Development with the City's unique historic and Aesthetic Considerations.

BACKGROUND AND ADDITIONAL INFORMATION

The City has hired Nancy Werner, an attorney with significant experience in communications law. She has local connections and specializes in areas such as cable franchise agreements, telecommunications regulations, and broadband services. Nancy has represented municipal clients in advocacy efforts aimed at protecting local government interests before various governmental bodies, including Congress, the Federal Communications Commission, and the Treasury Department. Her expertise makes her a valuable addition to the city's team.

In collaboration with the city departments set to implement this ordinance, Ms. Werner has proposed a broader approach compared to the previous effort, which was confined to the city's right-of-way ordinance. This updated ordinance has been carefully developed to comply with federal law while also prioritizing the city's autonomy within the boundaries set by preemptive federal regulations. It emphasizes addressing the needs and concerns of its citizens, preserving aesthetics, and safeguarding the character of its communities.

During the development of this ordinance and resolution, the city has actively solicited public feedback on this matter for more than two years. Most recently, with a focus on AMC Chapter 16, the city has

Better Together

ensured transparency and public participation by publishing the proposed ordinance and resolution on its website since February 13, 2024. The comment period for the ordinance concluded on March 14, 2024, providing ample opportunity for public input.

A resolution to establish design standards for small wireless facilities in the rights-of-way in the city of Ashland outlines design standards for small cell facilities, dictating guidelines for public rights-of-way design. Unlike ordinances, resolutions like this can swiftly adapt to legal and technological changes. Tailored to implement the new changes to the Telecommunication Ordinance, this resolution ensures safety and aesthetics and is crafted to coordinate with the city's geography and planning laws. They also offer flexibility, including deviations when compliance is technically unfeasible. These rules also accommodate federal "shot clock" time limits for application approval, ensuring adherence to federal legal requirements while avoiding violations.

FISCAL IMPACTS

The City will collect fees for the review of small wireless facilities, as permitted by the FCC. The FCC has determined that the following fees are considered fair and reasonable:

- $500.00 for non-recurring fees , including a single, up-front application for up to five small wireless facility sites, with an additional $100.00 for each additional small wireless facility site beyond the initial five sites;
- $1,000 for non-recurring fees for a new pole to support one or more small wireless facility;
- $270.00 per year for all recurring fees including any right-of-way access fee (e.g., encroachment permit) or fee for attachment to a municipality-owned structure in the public right-of-way.

DISCUSSION QUESTIONS

1. Consequences of no action or deferring action leaves the city open to applicants seeking application for deploying small cell wireless facilities without any regulatory constraints other than what is broadly permitted by federal law.
2. A RESOLUTION FOR SMALL WIRELESS FACILITY DESIGN STANDARDS AND APPLICATION REQUIREMENTS FOR CITY RIGHTS-OF-WAY.

ACTIONS, OPTIONS, AND POTENTIAL MOTIONS

1. I move to approve Second Reading of ORDINANCE NO. 3234: AN ORDINANCE AMENDING AMC TITLE 16 TELECOMMUNICATIONS AND ESTABLISHING STANDARDS FOR TELECOMMUNICATIONS FACILITIES IN THE CITY OF ASHLAND.
2. I move to approve RESOLUTUION NO. 2024-07: A RESOLUTION TO ESTABLISH DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND

STAFF RECOMMENDATIONS

Staff recommends that Council approve Second Reading of Ordinance No 3213 and the accompanying Resolution No. 2024-07.

REFERENCES & ATTACHMENTS

- ORDINANCE NO. 3234: AN ORDINANCE AMENDING AMC TITLE 16 TELECOMMUNICATIONS AND ESTABLISHING STANDARDS FOR TELECOMMUNICATIONS FACILITIES IN THE CITY OF ASHLAND
- RESOLUTUION NO. 2024-07: A RESOLUTION TO ESTABLISH DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND
- Ordinance Amending AMC Title 16 Telecommunication and Resolution 2024-07 Establishing Standards Summary of Comments webpage

ORDINANCE NO._____

AN ORDINANCE AMENDING AMC TITLE 16 TELECOMMUNICATIONS AND ESTABLISHING STANDARDS FOR TELECOMMUNICATIONS FACILITIES IN THE CITY OF ASHLAND

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the City accepts wireless infrastructure investment and provides a fair and predictable process for the deployment of telecommunications facilities, as the City manages the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that telecommunications facilities deliver access and capacity to advanced technology, broadband and first responder services to homes, and businesses, as well as to providers of health care, public safety and educational services providers within the City; and

WHEREAS, the City recognizes that the telecommunications industry needs such facilities, including small wireless facilities, deployed in the public rights-of-way; and

WHEREAS, the City further recognizes it must balance the benefits from telecommunications infrastructure with its aesthetic impact on the community in order to mitigate or avoid adverse visual impacts, encourage the deployment of infrastructure consistent with the surrounding built and natural environment, and preserve the City's historic and environmental resources to the extent feasible; and

WHEREAS, notwithstanding the various changes in state and federal law, local governments continue to retain authority to regulate the placement, construction and modification of telecommunications facilities, subject to those matters where local authority has been limited or removed by state or federal law; and

WHEREAS, the City has made longstanding and sustained efforts to preserve its distinct character, the natural beauty of its environment, and its charm as a popular visitor destination by not allowing incompatible development that degrades the visual and economic value of public and private properties, especially in residential and historic areas; and

WHEREAS, Ashland's topography, forested nature and surrounding watershed, coupled with unprecedented adverse global and regional climate change, gives rise to many unique concerns and situations relating to wildfire safety; and

WHEREAS, if not adequately regulated, the installation of telecommunications facilities within the City can pose a threat to the public health, safety, and welfare; traffic and pedestrian safety hazards, negative impact to trees; creation of visual and aesthetic blights and potential safety concerns arising from improper design of excessive size, heights, noise, or lack of camouflaging; and

WHEREAS, the City intends to exercise its powers to regulate telecommunications facilities to the maximum extent allowed by law, to protect its residents and visitors, promote public health, safety and community welfare, preserve the natural resources and unique quality of Ashland, and protect the character of the City's neighborhoods, while nonetheless respecting and adhering to the law as it is today and may change in the future, by adopting a new code consistent with local, state and federal laws, standards and requirements.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:
Title 16 TELECOMMUNICATIONS of the Ashland Municipal Code is hereby amended and by modifying the following Sections as follows:

Title 16
TELECOMMUNICATIONS

Chapters:

16.04 Purpose Definitions
16.08 Registration of Telecommunications
16.12 Carriers Construction Standards
16.16 Construction Standards
16.20 Telecommunications Franchise
16.24 General License And Franchise Terms,
16.26 Rates Cable Franchise Requirements
16.28 Governing Law

Chapter 16.04
PURPOSE
DEFINITIONS

Sections:

16.04.010 Purpose
16.04.020 Jurisdiction and Management of the Public Rights-of-
16.04.025 Way Applicability to Cable Service and Open Video
16.04.030 System Regulatory Fees and Compensation Not a
16.04.040 Tax
Definitions

16.04.010 Purpose

The purpose of this title is to:

A. Promote the health, safety, and general welfare of the residents of the City of Ashland and to preserve, conserve and enhance the unique natural beauty and irreplaceable natural resources of the City by establishing comprehensive requirements and standards for the siting, design, construction, maintenance and modification of telecommunication facilities in Ashland in order to manage their deployment and minimize adverse aesthetic impacts to Ashland's unique character, consistent with and to the full extent of the City's authority under applicable federal, state and local laws and regulations.

~~A.~~B. Comply with the provisions of the 1996 Telecommunications Act as they apply to local governments, telecommunications carriers and the services they offer;

~~B.~~C. Establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications carriers and services deployed within the public rights-of-way;

~~C.~~D. Promote competition on a competitively neutral basis in the provision of telecommunications services;

~~D.~~E. Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to businesses institutions and residents of the City;

~~E.~~F. Permit and manage reasonable access to the public rights-of-way of the City for telecommunications purposes on a competitively neutral basis and conserve the limited physical capacity of those public rights-of-way held in trust by the City;

~~F.~~G. ~~Assure~~ Ensure that the City's current and ongoing costs of granting and regulating private access to and the use of the public rights-of-way are fully compensated by the persons seeking such access and causing such costs;

~~G.~~H. Secure fair and reasonable compensation to the City and its residents for permitting private use of the public right-of-way;

~~H.~~I. ~~Assure~~ Ensure that all telecommunications carriers providing facilities or services within the City, or passing through the City, register and comply with the ordinances, rules and regulations of the City;

~~I.~~J. ~~Assure~~ Ensure that the City can continue to fairly and responsibly protect the public health, safety and welfare of its citizens;

K. Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition and technological development;

L. Preserve and protect the City's distinct character, historic districts, and residential areas that promote tourism and economic development in the City, and avoid the intangible public harm of

unsightly or out-of-character deployment; and.

J.M. Ensure the safe installation and maintenance of telecommunications facilities to protect against fire hazards made more prevalent by climate change as well as Ashland's unique forested surroundings, topography and accessibility.

16.04.020 Jurisdiction and Management of the Public Rights-of-Way

A. The City has jurisdiction and exercises regulatory control over all public rights-of-way within the City under authority of the City charter and state law.

B. Public rights-of-way include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, ~~public~~ utility easements and all other public ways or areas, including the subsurface under and air space over these areas.

C. The City has jurisdiction and exercises regulatory control over each public right-of-way whether the City has a fee, easement, or other legal interest in the right-of-way. The City has jurisdiction and regulatory control over each right-of-way whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.

D. No person may occupy or encroach on a public right-of-way without the permission of the City. The City grants permission to use rights-of-way by franchises, licenses and permits.

E. The exercise of jurisdiction and regulatory control over a public right-of-way by the City is not official acceptance of the right-of-way, and does not obligate the City to maintain or repair any part of the right-of-way.

F. The City retains the right and privilege to cut or move any telecommunications facilities located within the public rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

~~F.~~G. The City, in its proprietary capacity as owner of city structures, may issue licenses or enter into agreements for use of such city structures, which licenses or agreements are separate from, and in addition to, the permission to use the rights-of-way that may be granted by this title.

16.04.025 Applicability ~~to Cable Service and Open Video System~~

A. This title shall apply to all telecommunications facilities in the public rights-of-way and all telecommunications services provided in the City, as those terms are defined in this title, including but not limited to small wireless facilities.

B. To the extent not specifically precluded by the Cable Act or any other federal law, this title shall apply to cable service provided within the City and to Open Video Systems, as that term is used in section 653 of the Telecommunications Act. (Ord. 2850 § 1, amended, 10/19/1999).

16.04.030 Regulatory Fees and Compensation Not a Tax

A. The regulatory fees and costs provided for in this title, and any compensation charged and paid for the public rights-of-way provided for in this title, are separate from, and in addition to, any and all federal, state, local and city taxes as may be levied, imposed or due from a telecommunications carrier, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services and/or use of city structures.

B. The City has determined that any fee imposed by this title is not subject to the property tax limitations of Chapter XI, Section 11(b) of the Oregon Constitution.

16.04.040 Definitions

For the purpose of this title the following terms, phrases, words and their derivations shall have the meaning defined in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined in this chapter shall be given the meaning set forth in the Communications ~~Policy~~ Act of 1934, as amended, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996. If not defined there, the words shall be given their common and ordinary meaning.

A. Aboveground or Overhead Facilities means ~~utility~~ poles, utility facilities and telecommunications facilities above the surface of the ground, including the underground supports and foundations for such facilities.

~~B. Affiliated Interest shall have the same meaning as ORS 759.010.~~

B. Antenna means the same as defined in 47 C.F.R. § 1.6002(b), as may be amended or superseded, which defines the term to mean an apparatus designed for the purpose of emitting radio frequencies (RF) to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 C.F.R. Part 15.

C. Antenna Equipment means the same as defined 47 C.F.R. § 1.6002(c), as may be amended or superseded, which defines the term to mean equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna.

D. Antenna Facility means the same as defined in 47 C.F.R. § 1.6002(d), as may be amended or superseded, which defines the term to mean an antenna and associated antenna equipment.

~~C.~~E. Cable Act shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521, et seq., as now and hereafter amended.

~~D.~~F. Cable Service means the one-way transmission to subscribers of video programming, or other programming service; and subscriber interaction, if any, which is required for the selection or use of such

video programming or other programming service.

G. Collocate or Collocation means mounting or installing an antenna facility on a preexisting pole or structure.

~~E.~~H. Control ~~or Controlling Interest~~ means actual working control in whatever manner exercised.

I. City Property means and includes all real property owned by the City, other than public streets and utility easements as those are defined in this chapter, and all property held in a proprietary capacity by the City, including city structures, which are not subject to right-of-way licensing and franchising as provided in this title.

~~F.~~J. City Structure means a pole or structure located in the public rights-of-way within the City's jurisdictional boundaries that is owned, managed or operated by the City or any subdivision or instrumentality thereof, including the municipal electric utility, including, but not limited to streetlights, traffic signals, poles, or buildings.

~~G.~~K. Conduit means any structure, or section of any structure, containing one or more ducts, conduits, manholes, handholds, bolts, or other facilities used for any telegraph, telephone, cable television, electrical or communications conductors, or cable right-of-way, owned or controlled, in whole or in part, by one or more public or private utilities.

L. Decorative Pole means a pole that is specially designed and placed for aesthetic purposes.

~~H.~~M. Duct means a single enclosed raceway for conductors or cable.

N. Eligible Facilities Request means the same as defined in 47 C.F.R. § 1.6100(b)(3), as may be amended or superseded.

~~I.~~O. FCC or Federal Communications Commission means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

~~J.~~P. Franchise means an agreement between the City and a grantee which grants a privilege to use public rights-of- way ~~and utility easements~~ within the City for a dedicated purpose and for specific compensation.

~~K.~~Q. Grantee means the person to which a license or franchise is granted by the City.

~~L.~~R. Gross Revenue. ~~Except for a telecommunications utility, g~~Gross revenue means ~~gross~~ any and all amounts of any kind, nature or form, without deduction for expense, ~~revenue~~ derived by grantee from the provision of telecommunications services originating or terminating in the City on facilities covered by the franchise or license. For the purposes of this definition net uncollectables from revenue included in gross revenues may be excluded from gross revenues. ~~For a telecommunications utility, gross revenue means those revenues derived from exchange access services, as defined in ORS 401.710, less net uncollectable from such revenues.~~

S. Historic District means (i) a group of buildings, properties, or sites that are listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register in accordance with Section VI.D.1a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part

1, Appendix C; and/or, (ii) a historic district as defined in AMC 18.6.1.030.

T. License means the authorization granted by the City to a telecommunications provider pursuant to this title which grants a privilege to use the public right-of-way within the City for the purposes authorized and compensation required in this title.

~~M. Local Exchange Service means service provided within the boundaries of an exchange as the exchange appears on the exchange maps filed with and approved by the Oregon Public Utility Commission. Local exchange service includes "shared telecommunications service," as defined in ORS Chapter 759.~~

~~N.~~U. Oregon Public Utilities Commission or OPUC means the statutorily created state agency in the State of Oregon responsible for licensing, regulation and administration of certain communications providers as set forth in Oregon Law.

~~O.~~V. Person means an individual, corporation, company, association, Joint Stock Company or association, term, partnership, or limited liability company.

W. Pole means a legally constructed pole, such as a utility, lighting, traffic, or similar pole located or to be located within the public rights of way. A pole does not include a tower as that term is defined in 47 C.F.R. § 1.6100(b)(9), as may be amended or superseded, and does not include a pole or structure that supports electric transmission lines.

~~P.~~X. Private Telecommunications Network means a system, including the construction, maintenance or operation of the system, for the provision of a service or any portion of a service, by a person for the exclusive use of that person and not for resale, directly or indirectly. "Private telecommunications network" includes services provided by the State of Oregon pursuant to ORS 190.240 and 283.140.

~~Q.~~Y. Public rights-of-way include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, ~~public~~ utility easements and all other public ways, including the subsurface under and air space over these areas, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such streets and easements for telecommunications facilities. Public rights-of-way do not include trails, paths, or sidewalks within parks or other areas of the City unless the trail, path or sidewalk has been dedicated as a right-of- way. Public rights-of-way do not include city structures located within the public rights-of-way.

~~R.~~Z. Public Street means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and regulatory control of the City which has been acquired, established, dedicated or devoted to vehicular travel and pedestrian purposes not inconsistent with telecommunications facilities.

AA. Public Works Director means the City Public Works Director or authorized designee.

BB. Shot clock shall mean the presumptively reasonable time to act on a request for authorization to place, construct, or modify personal wireless service facilities as provided in 47 C.F.R. § 1.6003.

CC. Small wireless facility means the same as defined in 47 C.F.R § 1.6002(l), as may be amended or superseded, which defines the term to mean antenna facilities that meet the following conditions:

1. The facilities (i) are mounted on structures 50 feet or less in height including the antennas, or (ii)

are mounted on structures no more than 10 percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; and,

2. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; and,

3. All other wireless equipment associated with the structure, including wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; and,

4. The facilities do not require antenna structure registration under 47 C.F.R. Part 17; and

5. The facilities are not located on Tribal lands, as defined under 36 C.F.R. 800.16(x); and

6. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b).

~~S.~~DD. Telecommunications means the transmission between ~~and~~ or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

~~T.~~EE. Telecommunications Act means the Telecommunications Act of 1996 (47 U.S.C. 151 et seq.) as adopted and as hereafter amended.

~~U.~~FF. Telecommunications Carrier means any provider of telecommunications services and includes every~~,~~ person that directly or indirectly owns, controls, operates or manages telecommunications facilities within the City regardless of whether the person also provides telecommunications services ~~and competitive providers of local exchange or inter-exchange services~~.

~~V.~~GG. Telecommunications Facilities or System means the equipment, other than customer premises equipment, used by a telecommunications carrier to provide telecommunications services regardless of whether the facility owner provides telecommunications services, and includes small wireless facilities.

~~W.~~HH. Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Telecommunications service includes but is not limited to any service provided for the purpose of voice, video or data transmission, including, but not limited to~~, local exchange service, access service, extended area service, call origination, interconnection, switching, transport, or call termination and~~ any ~~other~~ telecommunications services identified and/or authorized by the FCC or the OPUC.

~~X.~~II. Telecommunications Utility has the same meaning as ORS 759.005~~(1)(a)~~.

~~Y.~~JJ. Reseller means any person that provides telecommunications service using a telecommunications facility within a public right-of-way for which service a separate charge is made, where that person does not own, lease, control or manage the telecommunications facility used to provide the service.

~~Z.~~KK. Underground Facilities means utility and telecommunications facilities located under the surface

of the ground, excluding the underground foundations or supports for "Overhead facilities."

~~AA.~~LL. Usable Space means all the space on a pole, except the portion below ground level, the 20 feet of safety clearance space above ground level, and the safety clearance space between communications and power circuits.

~~BB.~~MM. Utility Easement means any easement within the public right-of-way designated on a subdivision plat or partition map as a utility easement, public utility easement or "P.U.E." ~~or~~ Utility easement includes any easement granted to or owned by the City and acquired, established, dedicated or devoted for public utility purposes, but only to the extent that use of the easement for telecommunications facilities is not inconsistent with the terms of the City easement, as determined by the City in its sole discretion~~with the telecommunications facilities~~.

~~CC.~~NN. Utility Facilities means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cable, wires, transformers, plant and equipment located under, on, or above the surface of the ground within the public right-of-way of the City and used or to be used for the purpose of providing utility or telecommunications services. (Ord. 2850 § 2, amended, 10/19/1999)

Chapter 16.08
REGISTRATION OF TELECOMMUNICATIONS CARRIERS

Sections:

16.08.010 Purpose
16.08.020 Registration Required
16.08.030 Registration Fee
16.08.040 Exceptions to Registration

16.08.010 Purpose

The purpose for registration is:

A. To ~~a~~ensure that all telecommunications carriers who have facilities or provide services within the City comply with the ordinances, rules and regulations of the City.

B. To provide the City with accurate and current information concerning the telecommunications carriers who offer to provide telecommunications services within the City~~, or that own or operate telecommunications facilities within the City~~.

C. To assist the City in the enforcement of this title and the collection of any city ~~franchise~~ fees or charges that may be due the City.

D. To assist the City in monitoring compliance with local, state and federal laws as they apply to grantees under this title. (Ord. 2850 § 3, amended, 10/19/1999)

16.08.020 Registration Required

Except as provided in section 16.08.040, ~~all telecommunications carriers having telecommunications facilities within the corporate limits of the City, and~~ all telecommunications carriers that offer or provide telecommunications service to customer premises within the City, shall register with the City. The appropriate application and license from: a) the OPUC; or b) the FCC qualify as necessary registration information. Applicants also have the option of providing the following information:

A. The identity and legal status of the registrant, including the name, address and telephone number of the officer, agent or employee responsible for the accuracy of the registration statement.

B. A description of the ~~registrant's existing or proposed telecommunications facilities within the City, a description of the telecommunications facilities that the registrant intends to construct, and a description of the~~ telecommunications service that the registrant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the City.

C. Information sufficient to determine whether the transmission, origination or receipt of the telecommunications services provided or to be provided by the registrant constitutes an occupation or privilege subject to any business license requirements. A copy of the business license or license number must be provided. (Ord. 2850 § 5, amended, 10/19/1999)

16.08.030 Registration Fee

Each application for registration as a telecommunications carrier shall be accompanied by a nonrefundable registration fee, equal to the minimum new business license fee as established by the council.

16.08.040 Exceptions to Registration

The following telecommunications carriers are exempted from registration:

A. Telecommunications carriers that are owned and operated exclusively for its own use by the state or a political subdivision of this state and provide telecommunications services for governmental purposes only.

B. A private telecommunications network; provided, that such network does not use or occupy any public rights- of-way of the City.

C. Telecommunications carriers that have a license or are grantees under a telecommunications franchise with the City ~~or previous grantees that have timely filed for, and are actively and expeditiously pursuing, a franchise renewal~~. (Ord. 2850 § 6, amended, 10/19/1999)

Chapter 16.12
CONSTRUCTION STANDARDS

Sections:

16.12.010 General Construction
16.12.020 Codes Construction
16.12.030 Permits Permit
16.12.040 Applications Traffic
16.12.060 Control Plan
16.12.070 Construction Permit Fee
16.12.075 Diminished Pavement Life Fee
16.12.080 Issuance of Permit
16.12.090 Construction Schedule
16.12.100 Locates
16.12.110 Compliance with Permit
16.12.140 Noncomplying Work
16.12.150 Completion of Construction
16.12.170 Restoration of Public rights-of-way, Other rights-of-way and City Property
16.12.180 Landscape Restoration
16.12.190 Construction and Completion Bond

16.12.010 General

No person shall commence or continue with the construction, installation or operation of telecommunications facilities within public rights-of-way in the City except as provided in this chapter.

16.12.020 Construction Codes

Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Code and the National Electrical Safety Code.

16.12.030 Construction Permits

A. No person shall construct or install any telecommunications facilities within a public right-of-way in the City without first obtaining a construction permit and paying the construction permit fee established in section 16.12.070.

B. The construction permit required in this title authorizes an applicant to undertake only certain activities in accordance with this title and does not create a property right or grant authority to the applicant to interfere with or impinge upon the rights of others who may already have an interest in or authority to use the public rights-of-way. The construction permit required in this title does not authorize the applicant to install telecommunications facilities on, or otherwise use or attach to, city structures in the public rights-of-way, The construction permit is separate from, and in addition to, the required permission to install telecommunications facilities on, or otherwise use or attach to, city structures in the public rights-of-way, which permission may be granted by separate lease, license or attachment agreement.

~~A.~~C. No permit shall be issued for the construction or installation of telecommunications facilities in the public rights-of-way unless the telecommunications carrier has first applied for and received a license or a franchise pursuant to chapter 16.20, or is a previous ~~grantees~~ licensee or franchisee that has~~ve~~ timely filed for, and ~~are~~ is actively and expeditiously pursuing, a ~~franchise~~ renewal.

~~B.~~D. No permit shall be necessary for the installation of a customer specific wire ("a drop") by a ~~franchise~~ grantee where no excavation within the right-of-way occurs.

~~No permit shall be necessary for the installation of telecommunication facilities within a utility easement that is not otherwise within, under or over a public street, road, highway, bridge, alley, bikeway, sidewalk, trail or path.~~ (Ord. 2850 § 7, amended, 10/19/1999)

16.12.040 Permit Applications

A Applications for permits to construct telecommunications facilities within a public right-of-way shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans, specifications and maps in sufficient detail to demonstrate:

~~A. Demonstrate:~~

1. That the facilities will be constructed in accordance with all applicable codes, rules and regulations, including but not limited all applicable design standards, and that the facilities will be constructed in accordance with the license or franchise agreement.

2. The location and route of all facilities on or in the public rights-of-way to be installed aboveground or on existing ~~utility~~ poles. The location and route of all facilities to be located under the surface of the ground within the public rights-of-way. Existing facilities shall be differentiated on the plans from new construction.

3. The location of all of applicant's existing underground utilities, conduits, ducts, pipes, mains and installations which are within the public rights-of-way along the underground route proposed by the applicant.

4. A typical cross section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk or right-of-way.

5. To the extent the proposed telecommunications facility involves collocation, (i) a structural report performed by a duly licensed engineer demonstrating that the pole or structure will structurally support the additional load and meet any applicable spacing requirements, or that describes how the pole or structure will be modified to meet such requirements; and (ii) a copy of the authorization for use of the property from the pole or structure owner on which the telecommunications facility will be placed or attached.

6. To the extent the proposed telecommunications facility includes antenna facilities or a new pole, accurate visual depictions or representations of the proposed new facilities.

7. To the extent the proposed telecommunication facility includes antenna facilities, reports or similar documentation confirming that the proposed antenna facilities are in compliance with all applicable FCC regulations relating to radio frequency emissions.

~~4.~~8. Whether the proposed work is subject to administrative review or discretionary review as provided in AMC 16.12.080.

B. The application shall also be accompanied by computer generated electronic maps of the proposed installations in a format specified by the City unless the applicant demonstrates that the format utilized was developed by the applicant and is proprietary.

C. The application shall ~~Show~~ show the location, dimension and types of all trees which ~~will~~ the applicant proposes to ~~be~~ substantially trim~~med~~, remove~~d~~ or replace~~d~~ as a result of the areas disturbed during construction and which are within or adjacent to the public rights-of-way along the route proposed by the applicant. The applicant shall comply with all provisions of AMC 13.16 with respect to any trimming, removal, or replacement of trees, including but not limited to obtaining all permits required under AMC 13.16 prior to commencing any work pursuant to a permit issued under this Chapter. ~~submit a landscape plan, satisfactory to the City, for the replacement of such trees.~~

D. An applicant shall immediately submit to the City in writing any changes and amendments to any information submitted in a permit application. Unless otherwise agreed to in writing by the City, any

material changes to an application, as determined by the City in its sole discretion, shall be considered a new application for purposes of any applicable shot clock, unless otherwise provided by applicable Laws. Where the City has determined the application is a new application, the City may require payment of an additional permit application fee in the event the City determines, in its sole discretion, that the new application will materially increase the time and/or costs of the permit review process. (Ord. 2850 § 8, amended, 10/19/1999)

E. An applicant may simultaneously submit not more than 10 applications for telecommunications facilities, or may file a single, consolidated application covering not more than 10 telecommunications facilities, provided that the proposed telecommunications facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the City. If the applicant files a consolidated application, the applicant shall pay the application fee calculated as though each telecommunication facility were a separate application.

~~C.~~F. The Public Works Director is authorized to develop, publish, and update, or amend permit application requirements, forms, checklists, guidelines, informational handouts, and other related materials that the Public Works Director finds necessary, appropriate, or useful in implementing and enforcing this title.

16.12.060 Traffic Control Plan

All work on, in, under, across or along any public rights-of-way shall be performed consistent with the Uniform Manual of Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. (Ord. 2850 § 9, amended, 10/19/1999)

16.12.070 Construction Permit Fee

~~Unless otherwise provided in a franchise agreement, p~~Prior to issuance of a construction permit, the applicant shall pay a permit fee in an amount to be determined by resolution of the City ~~council~~Council. ~~Nothing in this section shall require a telecommunications utility to pay a permit fee unless the utility is providing telecommunication services in addition to exchange access services.~~ (Ord. 2850 § 10, amended, 10/19/1999)

16.12.075 Diminished Pavement Life Fee

Grantee, for any construction requiring pavement cuts, shall pay to city an amount to reimburse city for the pavement degradation and shortened pavement life that results from such cuts. Such fees shall be set by resolution of the City ~~council~~ Council and shall be based upon the linear feet of the pavement cut, the age of the pavement when cut and whether the excavation is transverse or longitudinal. ~~This section shall not apply to a Telecommunication Utility if such fee is determined by a court of competent jurisdiction to fall within the restrictions of ORS 221.515(3). If such determination is made, then the fee shall apply only to cuts made after the determination.~~ (Ord. 2850 § 11, amended, 10/19/1999)

16.12.080 Review and Issuance of Permit

A. Permits Subject to Administrative Review.

1. For applications the Public Works Director determines to be permitted uses subject to administrative review, subject to the provisions of subsection C of this section 16.12.080, ~~If satisfied that the applications, plans and documents submitted comply with all requirements of this title,~~ the ~~Department of~~ Public Works Director shall issue a permit authorizing construction or installation of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as they may deem necessary or appropriate, provided that the proposed facility:

    a. Complies with the provisions of this chapter and the license or franchise;

    b. Does not materially interfere with sight lines or clear zones for transportation or pedestrians;

    c. Complies with the Americans with Disabilities Act or similar federal, state, or local laws, standards and regulations regarding pedestrian access or movement;

    d. Complies with all applicable FCC regulations and guidelines for human exposure to RF emissions and will not result in RF exposures that exceed the FCC's maximum permissible exposure level for the general population;

    e. Is designed by qualified, licensed persons to provide the maximum protection that is technically feasible to prevent electrical and fire hazards; and

    f. Complies with City codes, standards and regulations, including the City's design standards and including, without limitation, building and electrical codes, and any other codes, rules, or laws that the City determines are applicable.

2. The following uses within the public rights-of-way shall be permitted uses subject to administrative review.

    a. Installation of a telecommunications facility where the installation is solely coaxial, fiber optic or other cabling that is installed underground or aboveground between two or more existing poles.

    b. Collocation of a small wireless facility that complies with the City's small wireless facilities design standards without any deviations, including deviations allowed pursuant to the deviation provisions of the design standards, and that does not exceed the maximum height set forth in AMC 16.16.020.A.

    c. Collocation of a small wireless facility, including modification or replacement of a pole for collocation of a small wireless facility, where the collocation, modification or replacement qualifies as an eligible facilities request, provided that the Public Works Director may include conditions with the permit to ensure that the collocation, modification or replacement is consistent with applicable provisions of this title and the City's small wireless facilities design standards to the extent consistent with appliable law.

d. Placement of a new, modified, or replacement pole to be used for collocation of a small wireless facility that (i) is not in a historic district; (ii) does not modify or replace a decorative pole; (iii) complies with the city's small wireless facilities design standards without any deviations, including deviations allowed pursuant to the deviation provisions of the design standards, and (iv) does not exceed the maximum height set forth in AMC 16.16.020.A, provided that there are existing poles of similar height within 300 feet of either side of the proposed new pole.

B. Permits Subject to Discretionary Review.

1. For applications subject to discretionary review, subject to the provisions of subsection C of this section 16.132.080, the Public Works Director may issue the permit a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as they may deem necessary or appropriate, if the Public Works Director determines that:

   a. The proposed telecommunications facility complies with the provisions of subsection A(1)(a)-(e) of this section 16.12.080, except to the extent deviations are expressly granted as provided in this title;

   b. The proposed telecommunications facility, as proposed or with the conditions imposed by the Public Works Director, will comply with all applicable city design standards, or the Public Works Director has determined that a deviation from the design standards shall be allowed pursuant to the deviation process in the city's small wireless facilities design standards;

   c. The proposed telecommunications facility, as proposed or with the conditions imposed by the Public Works Director, will comply with all applicable city design standards, or the Public Works Director has determined that the proposed facility avoids the intangible public harm of unsightly or out-of-character deployments and the negative impact of the proposed facility on the surrounding uses and public facilities is minimized; and/or

   d. The Public Works Director determines in his or her sole discretion that denial of the permit will prohibit or effectively prohibit the provision of telecommunications service or personal wireless service.

2. All uses of the public rights-of-way for telecommunications facilities other than those set forth in subsection A of this section 16.12.030, including uses described in subsubsection A that do not fully comply with the city's applicable design standards without a deviation, shall be subject to discretionary review as provided in this subsection 16.12.080.B.

3. The Public Works Director shall not issue a permit subject to discretionary review unless the applicant has held at least one local community meeting, attended by at least one representative of the applicant, to inform members of the surrounding area of the proposed telecommunication facility. Meeting documentation shall be provided to the Public Works Director not later than 45 days after the date the applicant submitted the application, unless the applicant and the Public Works Director agree

in writing to a longer period of time and to toll any appliable shot clock to act on the application, and shall include the following.

a. A copy of the mailing list will be sent to the City and to properties within 300 feet of the proposed facility.

b. A copy of the notice of community meeting, mailed one week prior to the meeting.

c. A copy of the newspaper ad placed in a local paper one week prior to the meeting.

d. A summary of issues raised during the meeting.

e. The name(s) of the applicant representative(s) in attendance.

C. Permits Subject to FCC Shot Clocks.

1. In addition to the process set forth in subsections A and B of this section 16.12.080, for permits subject to an FCC shot clock, the Public Works Director may take such steps as may be required for the City to comply with the applicable shot clock, including entering into agreements with applicants to extend the time for action on the application.

2. The applicant may not submit additional information not contained in its initial application, other than information expressly requested by the City, unless the City expressly agrees to consider such supplemental information and, if requested by the City, the applicant agrees to toll the shot clock.

D. Nothing in this title waives or shall be deemed to waive the City's right and ability to challenge the presumption of the reasonable time to act set forth in the applicable shot clock.

E. Use of Consultants. Where deemed reasonably necessary by the City, the City may retain the services of professional consultants to assist the City in carrying out its duties in reviewing and making decisions on permit applications. The applicant shall be responsible for payment of all the actual costs incurred by the City for such services. The City shall provide the applicant with a detailed invoice of time spent and the nature of the review, and the applicant shall submit payment to the City within 30 days of receipt of the invoice.

F. Independent Consultants Retained by Fire Chief. The Fire Chief has the authority to select and retain an independent consultant with expertise and/or specialized training in fire safety and fire hazard mitigation and prevention, which includes wildfire and forest fire prevention, satisfactory to the Fire Chief in connection with any application. The Fire Chief may request independent consultant review on any matter committed to the Fire Chief for review or approval. Subject to applicable laws, if the Fire Chief elects to retain an independent consultant in connection with any permit application, the applicant shall be responsible for the actual costs in connection with the services provided, which may include without limitation any actual costs incurred by the independent consultant to attend and participate in any

meetings or hearings. The City shall provide the applicant with a detailed invoice of time spent and the nature of the review, and the applicant shall submit payment to the City within 30 days of receipt of the invoice.

~~A.~~G. It shall be the obligation of the applicant to use the correct permit forms, to explicitly and correctly identify which type of application they are filing, and to provide probative evidence in the application that the proposed telecommunications facility complies with all applicable federal, state and local laws, rules and regulations, including but not limited to applicable design standards.

16.12.090 Construction Schedule

The permittee shall submit a written construction schedule to the Department of Public Works before commencing any work in or about the public rights-of-way. At the City's request, the construction schedule shall include a best estimate deadline for completion of construction. The schedule is subject to approval by the ~~Director of~~ Public Works Director. The permittee shall further notify the Department of Public Works not less than two working days in advance of commencing the project under the issued permit for excavation or work in the public rights-of-way. When advance notice is not possible because of an emergency, the permittee shall give notice within 24 hours of the excavation or work. When feasible, permittee shall contact all other grantees or utilities located within the public right-of-way where construction is to occur. The purpose of the contact is to determine if joint projects are feasible to minimize duplication of work and unnecessary excavation. For those grantees or utilities expressing interest in a joint project, permittee shall give them reasonable notice of the particular dates on which open trenching exists. Upon mutual agreement, permittee shall make the trench available to grantees and utilities for installation of conduit, pedestals, vaults, laterals, wires, lines or equipment. The payment for the cost of trenching and installation shall be as mutually agreed to by the parties. Provided permittee demonstrates a good faith attempt to coordinate, the City shall not withhold issuance of any permit due to the inability of the permittee and any grantee or utility to agree upon scheduling of the project and/or reimbursement of costs associated with the project. (Ord. 2850 § 12, amended, 10/19/1999)

16.12.100 Locates

The permittee is responsible for becoming familiar with, and understanding the provisions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes"). Grantee shall comply with the terms and conditions set forth in the OneCall statutes. Every grantee under this title shall join and maintain membership in the Oregon Utility Notification Center and shall comply with the rules adopted by the center regulating the notification and marking of underground facilities. (Ord. 2850 § 13, amended, 10/19/1999)

16.12.110 Compliance with Permit

All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The Department of Public Works and its representatives shall be provided access to the work site and such information that is not confidential, sensitive or proprietary as they may require to ensure compliance with such requirements. (Ord. 2850 § 14, amended, 10/19/1999)

16.12.140 Noncomplying Work

Upon order of the Department of Public Works, after reasonable notice and an opportunity to cure has been given, all work which does not comply with the permit, the approved plans and specifications for the work, the license or franchise agreement or the requirements of this title, shall be removed at the sole expense of the permittee. (Ord. 2850 § 17, amended, 10/19/1999)

16.12.150 Completion of Construction

The permittee shall promptly complete all construction activities so as to minimize disruption of the City rights-of- way and other public and private property. All construction work authorized by a permit within city rights-of-way, including restoration, must be completed within 120 days of the date of issuance unless the Public Works Director~~City engineer~~ agrees to a longer period. (Ord. 2850 § 18, amended, 10/19/1999)

16.12.170 Restoration of Public rights-of-way, Other rights-of-way and City Property

A. When a permittee, or any person acting on its behalf, does any work in or affecting any public rights-of-way~~, other rights-of-way~~ or city property, it shall, at its own expense, promptly remove any obstructions and restore such ways or property to as near the original condition as reasonably possible, unless otherwise directed by the City.

B. If weather or other conditions do not permit the complete restoration required by this section, the permittee shall temporarily restore the affected rights-of-way or property if directed to do so by the City engineer. Such temporary restoration shall be at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. For the purpose of this subsection, temporary restoration means restoring the property to a safe condition permitting such use of the property as was made prior to the work being undertaken. Temporary restoration does not require paving, landscaping or surfacing of a permanent nature.

C. If the permittee fails to restore rights-of-way or property to as near the original condition as reasonably possible, the City shall give the permittee written notice and provide the permittee a reasonable period of time, not exceeding 30 days, to restore the rights-of-way or property. If, after such notice, the permittee fails to restore the rights-of-way or property to as near the original condition as reasonably possible, the City shall cause such restoration to be made at the expense of the permittee.

D. A permittee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such rights-of-way or property. (Ord. 2850 § 20, amended, 10/19/1999)

16.12.180 Landscape Restoration

A. All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of telecommunications facilities, whether such work is done pursuant to a franchise, license, or permit, shall be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work.

B. All restoration work within the public ways shall be done in accordance with landscape plans approved by the City.

C. Any tree, shrub or other landscaping that shows substantial damage within eighteen months of completion of construction, attributable to construction, must be replaced at the sole expense of the grantee.

16.12.190 Construction and Completion Bond

~~Unless otherwise provided in a franchise agreement, or u~~Unless the City ~~otherwise~~ specifically approves an alternative security to assure performance, a performance bond written by a corporate surety acceptable to the City, and authorized to transact business in Oregon, equal to at least 100% of the estimated cost of constructing grantee's telecommunications facilities within the public rights-of-way of the City shall be deposited before construction is commenced.

A. The performance bond shall remain in force until 60 days after substantial completion of the work, as determined in writing by the City, including restoration of public rights-of-way and other property affected by the construction.

B. The performance bond shall guarantee, to the satisfaction of the City:

1. timely completion of construction;

2. construction in compliance with applicable plans, permits, technical codes and standards;

3. proper location of the facilities as specified by the City;

4. restoration of the public rights-of-way and other property affected by the construction; and

5. timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work. (Ord. 2850 § 21, amended, 10/19/1999)

Chapter 16.16
CONSTRUCTION STANDARDS

Sections:

16.16.010 Location of Facilities

16.16.020 Design Standards

16.16.025 Interference with the Public rights-of-way

16.16.030 Relocation or Removal of Facilities

16.16.040 Removal of Unauthorized Facilities

16.16.010 Location of Facilities

All facilities located within the public right-of-way ~~or utility easements~~ shall be constructed, installed and located in accordance with the following terms and conditions~~, unless otherwise specified in a franchise agreement~~:

A. Grantee shall install its telecommunications facilities underground unless the City specifically permits attachments to ~~utility~~ poles or other aboveground facilities, provided, however, no entity with existing attachments to ~~utility~~ poles shall be required to install new or existing facilities underground except as provided in the following subsections.

B. Grantee shall install its telecommunications facilities within an existing underground duct or conduit owned by it whenever surplus capacity exists within such utility facility unless grantee demonstrates to satisfaction of ~~city~~ City that such installation is not feasible.

C. A grantee with permission to install overhead facilities shall install its telecommunications facilities on pole attachments to existing ~~utility~~ poles only, and then only if usable space is available as determined by the Department of Electric Utilities or the owner of the poles.

D. Whenever any existing electric utilities are located underground within a public right-of-way of the City, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground. Whenever any overhead electric utilities are relocated underground, any grantee with permission to occupy the same public right-of-way must also relocate underground.

E. Whenever any new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public right-of-way of the City, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the City and consistent with state law.

~~E.~~F. Notwithstanding subsections A, B, D and E of this section 16.16.010, a grantee shall not be required to install underground any telecommunications facilities such as small wireless facilities that cannot, by their nature, operate unless located aboveground, provided that where all other telecommunications facilities in the public rights-of-way are underground in the area where such a telecommunications facility is proposed, the City and grantee shall work to find a location for such telecommunications facilities that is technically feasible and avoids the intangible public harm of unsightly or out-of-character deployments. The City shall have sole discretion to approve or deny the location of all above-ground telecommunications facilities in areas where all other telecommunications facilities are located underground to the extent consistent with appliable law.

~~F.~~G. The City engineer may grant exceptions to some or all of the requirements of this section if the engineer determines, in the engineer's sole discretion, that a waiver is necessary to fulfill the purpose and intent of this title or to comply with applicable law. (Ord. 2850 § 24, amended, 10/19/1999)

16.16.020 Design Standards

A. Maximum Size of Permitted Use. No person may install, modify, or replace small wireless facilities on a pole in the rights-of-way that exceeds the height limits contained in 16.04.040.CC, or install, modify or replace a pole in the rights-of-way with a new pole that will be more than 10 percent taller than other adjacent poles, unless the Public Works Director approves the installation, modification or replacement after discretionary review.

B. Decorative Poles. No person may collocate a small wireless or other telecommunications facility on a decorative pole, or replace a decorative pole, including with a new decorative pole, unless the Public Works Director approves the collocation or replacement after discretionary review.

C. Historic District. No person may install small wireless facilities or other antenna facilities in the rights-of-way in Historic Districts, or install new poles to support small wireless facilities or other antenna facilities in the rights-of-way in Historic Districts, unless the Public Works Director approves the installation after discretionary review.

D. Safety Requirements. No person shall install or retain telecommunications facilities in the following locations:

1. Any location that would create a hazard to public health or safety.

2. Any location that would adversely affect the normal drainage of surface water, unless an acceptable mitigation is included that will be advantageous to the general public.

3. Any location that would adversely affect vehicular and/or pedestrian traffic or the parking of vehicles, including placements in any area that obstructs or restricts the view necessary for the safe operation of motor vehicles as determined by the Public Works Director.

4. Any location that would adversely affect the root structure of any existing trees, or significantly reduce areas that may be used for tree planting.

5. Any location within 10 feet of any driveways for police stations, fire stations or other emergency responder facilities.

6. Any location that would physically interfere with or impede access to any:

   a. aboveground or underground infrastructure for traffic control or public transportation, including, any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, and/or barricade reflectors;

   b. public transportation vehicles, shelters, street furniture, or other improvements at any public transportation stop;

   c. aboveground or underground infrastructure owned or operated by any public or private utility;

   d. fire hydrant or water valve;

e. doors, gates, sidewalk doors, passage doors, stoops, or other ingress and egress points to any building appurtenant to the right-of-way; or

f. fire escape.

E. Notwithstanding any other provision of this Chapter, the City Manager shall have the authority to waive any provision of this title if the City Manager determines in his or her sole discretion that the denial of an application would prohibit or effectively prohibit the provision of telecommunications services in violation of the Telecommunications Act.

16.16.025 Interference with the Public rights-of-way

No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public rights-of-way by the City, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. All such facilities shall be moved by the grantee, temporarily or permanently, as determined by the City at the sole expense of the grantee. All use of public rights-of-way shall be consistent with city codes, ordinances and regulations.

16.16.030 Relocation or Removal of Facilities

Within 60 days following written notice from the City, a grantee shall, at no expense to the City, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

A. The construction, repairs, maintenance or installation of any city or other public improvement in or upon the public rights-of-way; or~~.~~

B. The operations of the City or other governmental entity in or upon the public rights-of-way unless such city operations are exclusively for its telecommunications purposes or cable services which compete with other telecommunications carriers or cable services; or~~.~~

~~B.~~C. The public interest.

Notwithstanding the 60-day limit, a grantee shall, at no expense to the City, relocate overhead facilities within 30 days following written notice from the Electric Utilities Department that the City or a joint pole owner has space on poles for such purpose.

The 30 or 60-day limit may be waived by consent of the parties. Waivers shall not be unreasonably withheld. (Ord. 2850 § 25, amended, 10/19/1999)

16.16.040 Removal of Unauthorized Facilities

Within 30 days following written notice from the City, any grantee, telecommunications carrier, or other person that owns, controls, or maintains any unauthorized telecommunications system, facility or related appurtenances within the public rights-of-way of the City shall, at its own expense, remove such facilities or

appurtenances from the public rights-of-way of the City. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

A. One year after the expiration or termination of the grantee's telecommunications license or franchise unless the grantee has timely filed for, and is actively and expeditiously pursuing, a license or a franchise renewal.

B. Upon abandonment of a facility within the public rights-of-way of the City. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of 90 days or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs, if the facility is excess capacity of a current grantee who is not in default, if the facility is being replaced or if the facility has been disconnected because the building or property being served is vacant.

C. If the system or facility was constructed or installed without the prior grant of a license or telecommunications franchise.

D. If the system or facility was constructed or installed without the prior issuance of a required construction permit.

E. If the system or facility was constructed or installed at a location not permitted by the grantee's license or telecommunications franchise or the construction permit.

F. If the system interferes with or adversely affects existing telecommunication facilities or other utility facilities.

~~F.~~G. If the system is not maintained to ensure the maximum protection that is technically feasible to prevent electrical and fire hazards.

The 30-day limit may be waived by consent of the parties. Waivers shall not be unreasonably withheld. If all the facilities and appurtenances are not removed within one year after the termination or expiration of the license or franchise, or such further time as may be granted by the City, they shall be forfeited to the City. The City may notify the grantee, carrier or other person described above that it waives forfeiture and may compel removal from the public right-of-way and restoration of the right-of-way and may maintain court suit to require such removal and restoration by the grantee, carrier or other person or the payment of the cost thereof by the grantee, carrier or other person. (Ord. 2850 § 26, amended, 10/19/1999)

Chapter 16.20

TELECOMMUNICATIONS

~~FRANCHISE~~LICENSE

Sections:

16.20.020 ~~Telecommunications Franchise~~Telecommunications License

16.20.030 Application

16.20.040 Application and Review Fee

16.20.050 Determination by the City

16.20.060 ~~Rights Granted~~Authority Granted

16.20.070 Term of Grant

16.20.090 ~~Franchise Territory~~License Territory

16.20.110 Amendment of Grant

16.20.120 Renewal Applications

16.20.130 Renewal Determinations

16.20.140 Obligation to Cure as a Condition of Renewal

16.20.150 Assignments or Transfers of Grant, Notice to city

16.20.170 Revocation or Termination ~~of Franchise~~

16.20.180 Notice and Duty to Cure

16.20.190 Public Hearing

16.20.200 Standards for Revocation or Lesser Sanctions

16.20.210 Franchise Agreements

16.20.220 Other City Costs

16.20.020 Telecommunications ~~Franchise~~License

A. Except as provided in AMC 16.20.210, every ~~A telecommunications franchise shall be required of any~~ telecommunications carrier who desires to occupy public rights-of-way of the City shall obtain a license from the City. (Ord. 2850 § 27, amended, 10/19/1999)

~~A.~~B. A telecommunications carrier that owns or controls telecommunications facilities in the rights-of-way as of the effective date of this chapter shall apply for a license from the City within 30 days of the later of: (A) the effective date of this chapter, or (B) the expiration of a valid franchise agreement granted by the City, unless a new franchise agreement is granted by the City pursuant to AMC 16.20.210.

16.20.030 Application

Any person that desires a ~~telecommunications franchise~~license pursuant to this chapter shall file an application with the Finance Department which shall include the following information:

A. The identity of the applicant:

B. A description of the telecommunications services that are to be offered or provided by the applicant and/or other telecommunications carriers over its telecommunications facilities within the City.

C. Preliminary engineering plans, specifications and a network map of the facilities to be located within the public rights-of-way in the City, including copies in a computerized format specified by the City (unless the applicant demonstrates that the format utilized was developed by the applicant and is proprietary) and all in sufficient detail to identify:

1. the location and route requested for applicant's proposed telecommunications facilities;

2. the specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.

D. If applicant is proposing to install aboveground facilities, to the extent that the applicant will be using ~~utility~~ poles, evidence from the Electric Utilities Department or pole owner that usable space is available for locating the applicant's telecommunications facilities on existing ~~utility~~ poles along the proposed route; and if usable space is not available in some or all service areas, an indication of these locations and a "make ready" schedule for completion.

E. If the applicant is proposing an underground installation in existing ducts or conduits within the public rights-of-way, provide information in sufficient detail to identify:

1. the excess capacity currently available in such ducts or conduits before installation of applicant's telecommunications facilities;

2. the excess capacity, if any, that will exist in such ducts or conduits after installation of applicant's telecommunications facilities.

F. If applicant is proposing an underground installation within new ducts or conduits to be constructed within the public rights-of-way:

1. the location proposed for the new ducts or conduits;

2. the excess capacity that will exist in such ducts or conduits after the installation of applicant's telecommunications facilities.

G. A preliminary construction schedule and completion date.

H. Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the telecommunications facilities.

I. Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and services described in the application.

J. Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services proposed, if any.

K. Whether the applicant intends to provide cable service, ~~video dial tone service~~an open video system or other video programming service, and sufficient information to determine whether such service is subject to cable franchising.

L. An accurate map showing the location of any existing telecommunications facilities in the City that applicant intends to use or lease.

M. A description of ~~the~~ any services or facilities that the applicant will offer or make available to the City and other public, educational and governmental institutions.

N. As Builts, after completion of initial construction.

O. A description of applicant's access and line extension policies.

P. The area or areas of the City the applicant desires to serve and a schedule for buildout ~~to the entire franchise area~~. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.040 Application and Review Fee

A. Any application for a franchise or license pursuant to this chapter shall pay an application and review fee in an amount to be determined by resolution of the City ~~council~~Council. ~~This section shall not apply to a telecommunication utility which provides only local exchange access.~~

B. The application and review fee shall be deposited with the City as part of the application filed pursuant to section 16.20.030. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.050 Determination by the City

The City shall issue a written determination granting or denying the application in whole or in part, applying the standards listed below. If the application is denied, the written determination shall include the reasons for denial. The standards to be applied by city are:

A. The financial and technical ability of the applicant.

B. The legal ability of the applicant.

C. The capacity of the public rights-of-way to accommodate the applicant's proposed facilities.

D. The capacity of the public rights-of-way to accommodate additional utility and telecommunications facilities if the ~~franchise~~ license is granted.

~~E. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the franchise is granted.~~

~~F. The public interest in minimizing the cost and disruption of construction within the public rights-of-way.~~

~~G. The service that applicant will provide to the community and region.~~

~~H.~~E. The effect, if any, on public health, safety and welfare if the ~~franchise~~ license is granted.

~~I.~~F. The availability of alternate routes or locations for the proposed facilities.

~~J.~~G. Applicable federal and state telecommunications laws, regulations and policies.

~~K.~~H. Such other factors as may demonstrate that the ~~grant~~ license to use the public rights-of-way will serve the community interest.

16.20.060 ~~Rights~~ Authority Granted

No license or franchise granted under this chapter shall convey any right, title or interest in the public rights-of-way, but shall be deemed a grant to use and occupy the public rights-of-way for the limited purposes and term, and upon the conditions stated in this title and the license or ~~the~~ franchise agreement. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.070 Term of Grant

~~Unless otherwise specified in a franchise agreement, a~~A license ~~telecommunications franchise~~ granted under this title shall be in effect for a term of five years. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.090 ~~Franchise~~ License Territory

~~Unless otherwise specified in a franchise agreement, telecommunications franchise~~The license granted under this chapter shall be limited to the specific geographic area of the City to be served by the ~~franchise~~

grantee as described in the license application, and the public rights-of-way necessary to serve such areas. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.110 Amendment of Grant

Conditions for amending a license or franchise:

A. A new application and grant shall be required of any telecommunications carrier that desires to extend or locate its telecommunications facilities in public rights-of-way of the City which are not included in the current license application or a franchise previously granted under this title ~~unless the grantee has already received a franchise to occupy public rights-of- way in all areas of the City~~.

B. If ordered by the City to locate or relocate its telecommunications facilities in public rights-of-way not included in a previously granted license or franchise, the City shall grant an amendment without further application.

A new application and grant shall be required of any telecommunications carrier that desires to provide a service which was not included in a license or franchise previously granted under this title. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.120 Renewal Applications

A grantee that desires to renew its ~~franchise~~ license under this chapter shall, not less than 90 days before expiration of the current agreement, file an application with the City for renewal of its ~~franchise~~ license which shall include the following information:

A. The information required pursuant to section 16.20.030 that has not previously been provided to the City in connection with grantee's existing ~~franchise agreement~~license.

B. Any information requested by the City related to the grantee's compliance with the term of the expiring license.~~required pursuant to the franchise agreement between the City and the grantee.~~ (Ord. 2850 § 27, amended, 10/19/1999)

16.20.130 Renewal Determinations

Within 90 days after receiving a complete application under section 16.20.120, the City shall issue a written determination granting or denying the renewal application in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for nonrenewal.

A. The financial and technical ability of the applicant.

B. The legal ability of the applicant.

C. The continuing capacity of the public rights-of-way to accommodate the applicant's existing facilities.

D. The applicant's compliance with the requirements of this title and the ~~franchise agreement~~license.

E. Applicable federal, state and local telecommunications laws, rules and policies.

F. Such other factors as may demonstrate that the continued grant to use the public rights-of-way will serve the community interest. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.140 Obligation to Cure as a Condition of Renewal

No ~~franchise~~ license shall be renewed until any ongoing violations or defaults in the grantee's ~~performance of the agreement,~~compliance with the license or of the requirements of this title, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City. (Ord. 2850, amended, 10/19/1999)

16.20.150 Assignments or Transfers of Grant, Notice to city

A. Ownership or control of a majority interest in a telecommunications system, license or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

1. Grantee and the proposed assignee or transferee of the license, franchise or system shall agree, in writing, to assume and abide by all of the provisions of the license or franchise.

2. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this title.

3. ~~Unless otherwise provided in a franchise agreement, t~~The grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a ~~telecommunications~~ license or franchise.

4. Any transfer or assignment of a ~~telecommunications~~ license, franchise, system or integral part of a system without prior approval of the City under this section or pursuant to a franchise agreement shall be void and is cause for revocation of the grant. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.170 Revocation or Termination ~~of Franchise~~

A license or franchise to use or occupy public rights-of-way of the City may be revoked for the following reasons:

A. Construction or operation in the City or in the public rights-of-way of the City without a license or franchise ~~grant of~~ authorizing~~ation~~ such use of the public rights-of-way for telecommunications facilities.

B. Construction or operation at an unauthorized location.

C. Unauthorized substantial transfer of control of the grantee.

D. Failure to comply with ~~section~~AMC 16.20.150 with respect to sale, transfer or assignment of a telecommunications system, license or franchise.

E. Unauthorized sale, assignment or transfer of grantee's license or franchise assets, or a substantial interest in the license or franchise.

F. Misrepresentation by or on behalf of a grantee in any application to the City.

G. Abandonment of telecommunications facilities in the public rights-of-way.

H. Failure to relocate or remove facilities as required in this title.

I. Willful or continued failure to pay taxes, compensation, fees or costs when and as due the City unless subject to a bona fide dispute.

J. Insolvency or bankruptcy of the grantee.

K. Violation of a material provision of this title.

L. Violation of a material term of a license or franchise agreement. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.180 Notice and Duty to Cure

Pursuant to section 16.20.170, in the event that the City believes that grounds exist for revocation of a license or franchise, the City shall give the grantee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the grantee a reasonable period of time not exceeding 30 days to furnish evidence:

A. That corrective action has been taken, or is being actively and expeditiously pursued, to remedy the violation or noncompliance.

B. That rebuts the alleged violation or noncompliance.

C. That it would be in the public interest to impose some penalty or sanction less than revocation. (Ord. 2850
§ 27, amended, 10/19/1999)

16.20.190 Public Hearing

In the event that a grantee fails to provide evidence reasonably satisfactory to the City as provided in AMC 16.20.180, the City Manager shall refer the apparent violation or noncompliance to the City Council. The City Council shall provide the grantee with notice and a reasonable opportunity to be heard concerning the matter. (Ord. 3192 § 117, amended, 11/17/2020; Ord. 2850 § 27, amended, 10/19/1999)

16.20.200 Standards for Revocation or Lesser Sanctions

If persuaded that the grantee has violated or failed to comply with material provisions of this title, or of a license or franchise agreement, the City ~~council~~ Council shall determine whether to revoke the license or franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

A. Whether the misconduct was egregious.

B. Whether substantial harm resulted.

C. Whether the violation was intentional.

D. Whether there is a history of prior violations of the same or other requirements.

E. Whether there is a history of overall compliance.

F. Whether the violation was voluntarily disclosed, admitted or cured. (Ord. 2850 § 27, amended, 10/19/1999)

16.20.210 Franchise Agreements

If the public interest warrants, as determined by the City in its sole discretion, the City and a telecommunications carrier may enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this title, consistent with applicable state and federal law. The franchise may conflict with the terms of this title with the review and approval of City Council. The franchisee shall be subject to the provisions of this title to the extent such provisions are not in conflict with the express provisions of any such franchise. In the event of a conflict between the express provisions of a franchise and this title, the franchise shall control.

16.20.220 Other City Costs

All grantees shall, within 30 days after written demand, reimburse the City for all direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal or transfer of the license or franchise, or negotiation of any franchise agreement. (Ord. 2850 § 27, amended, 10/19/1999)

Chapter 16.24

GENERAL LICENSE AND FRANCHISE TERMS, RATES

Sections:

16.24.010 Facilities

16.24.020 Damage to Grantee's Facilities

16.24.030 Duty to Provide Information

16.24.040 Nondiscrimination

16.24.060 Compensation for City Property

16.24.070 ~~Franchise Fees~~Rights-of-Way Fees

16.24.080 Cable Franchise

16.24.090 Leased Capacity

16.24.100 Grantee Insurance

16.24.110 General Indemnification

16.24.120 Performance Surety

16.24.010 Facilities

Each grantee shall provide the City with an accurate map or maps certifying the location of all telecommunications facilities within the public rights-of-way. Each grantee shall provide updated maps annually including copies in a computerized format specified by the City (unless the grantee demonstrates that the format utilized was developed by the applicant and is proprietary). (Ord. 2850 § 28, amended, 10/19/1999)

16.24.020 Damage to Grantee's Facilities

Unless directly and proximately caused by willful, intentional, malicious, or negligent acts by the City, the City shall not be liable for any damage to or loss of any telecommunications facility within the public rights-of-way of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public rights-of-way by or on behalf of the City, or for any consequential losses resulting directly or indirectly from such work. (Ord. 2850 § 29, amended, 10/19/1999)

16.24.030 Duty to Provide Information

Within ten days of a written request from the City, each grantee shall furnish the City with information sufficient to demonstrate:

A. That grantee has complied with all requirements of this title and the license or franchise.

B. All books, records, maps and other documents, maintained by the grantee with respect to its facilities within the public rights-of-way shall be made available for inspection by the City at reasonable times and intervals.

16.24.040 Nondiscrimination

A grantee shall make its telecommunications services available to any customer within its ~~franchise~~ service area who shall request such service, without discrimination as to the terms, conditions, rates or charges for grantee's services; provided, however, that nothing in this chapter shall prohibit a grantee from making any reasonable classifications among differently situated customers. (Ord. 2850 § 30, amended, 10/19/1999)

16.24.060 Compensation for City Property

If any right is granted, by lease, franchise or other manner, to use and occupy city structures, or city property not located within a public right-of-way, for the installation of telecommunications facilities, the compensation to be paid for such right and use shall be fixed by the City. (Ord. 2850 § 32, amended, 10/19/1999)

16.24.070 ~~Franchise~~ Rights-of-Way Fees

As compensation for the benefits and privileges under its license or franchise and in consideration of permission to use the public right-of-way of the City, the grantee shall pay a quarterly ~~franchise~~ rights-of-way fee to the City, through the duration of its license or franchise, as follows:

A. The minimum quarterly ~~franchise~~ rights-of-way fee shall be set by resolution of the council.

~~B. The franchise fee for a telecommunication utility shall equal 7% of its gross revenue on exchange access services earned within the boundaries of the City.~~

~~C.~~B. Except for limited use telecommunication grantees, the rights-of-way ~~franchise~~ fee shall equal a percent of the grantee's gross revenues derived from grantee's provision of telecommunications services and telecommunications facilities to retail customers in the City and one percent (1%) on all other gross revenues derived from grantee's provision of telecommunications services and telecommunications facilities to wholesale customers in the City, including other telecommunications carriers, if such customers or carriers are also telecommunication grantees under this title. If such customers or carriers are not grantees, then the rights-of-way ~~franchise~~ fee shall equal the fee for retail customers. The amount of the percent for retail customers shall be set by resolution of the council.

~~D.~~C. A limited use telecommunication grantee shall pay a fee based on the number of linear feet of right-of-way used. A limited use telecommunication grantee is defined as one whose license or franchise limits the amount of linear feet the grantee may occupy or one who has a franchise as of October 1998 for the purpose of long distance telecommunications. The fee per linear foot shall be set by resolution of the council.

The annual rights-of-way ~~franchise~~ fee collectible from a telecommunications ~~utility~~ carrier shall ~~not exceed the~~ be subject to any limitations imposed pursuant to federal laws or ~~maximum amount under~~ Oregon ~~Law~~law. ~~The City shall accept from a telecommunications utility, in full payment of the franchise fee, the maximum amount allowed under Oregon law.~~ On request, the telecommunications ~~utility~~ carrier must provide documentation to support its fee calculation.

~~E.~~D. Grantee shall be "providing" or engaged in the "provision of" telecommunications services or facilities if it sells, leases, resells, or otherwise conveys such services or facilities for consideration.

~~F.~~E. A grantee providing resold telecommunications services or facilities shall be entitled to a credit against its rights-of-way ~~franchise~~ fee for an amount equal to a percentage of the price paid for such services or facilities at wholesale. Such percentage shall be set by resolution of the council.

~~G.~~F. So long as it registers with the City as required in chapter 16.08 and pays the fees required for grantees set forth is subsections A and B above, a reseller may use another person's facilities to engage in telecommunications activities in the right-of-way without obtaining a ~~franchise~~license, providing the reseller does not, either itself or through an affiliate, own or lease, control or manage any facilities in the right-of-way and is not involved in construction or repair of facilities in the right-of-way.

For purposes of calculating the fees to be paid by a reseller, the amount of compensation paid by the

reseller to the owner or manager of facilities in the right-of-way for the services it resells shall be deducted from the reseller's gross revenues before applying the percentage rates described in subsection C above.

~~H.~~G. Payment shall be made by each April 25, July 25, October 25 and January 25 for the quarter just ended.

Any grantee who fails to remit any fee imposed by this chapter within 30 days of the date it is due, shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the fee from the date on which the remittance first became due until paid. (Ord. 2850 § 33, amended, 10/19/1999)

16.24.080 Cable Franchise

Telecommunication carriers providing cable service shall be subject to the City's cable franchise requirements.

16.24.090 Leased Capacity

A grantee shall have the right, without prior city approval, to offer or provide capacity or bandwidth to its customers; provided:

A. Grantee shall notify the City that such lease or agreement has been granted to a customer or lessee.

B. The customer or lessee has complied, to the extent applicable, with the requirements of this title.

16.24.100 Grantee Insurance

Unless otherwise provided in a license or franchise agreement, each grantee shall, as a condition of the grant, secure and maintain the following liability insurance policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents and employees as coinsured:

A. Comprehensive general liability insurance with limits not less than $~~1~~3,000,000 for bodily injury or death to each person; $~~1~~3,000,000 for property damage resulting from any one accident; and, $~~1~~3,000,000 for all other types of liability.

B. Automobile liability for owned, nonowned and hired vehicles with a limit of $~~1~~3,000,000 for each person and $~~1~~3,000,000 for each accident.

C. Workers' compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.

D. The liability insurance policies required by this section shall be maintained by the grantee throughout the term of the telecommunications license or franchise, and such other period of time during which the grantee is operating without a license or franchise, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

"This policy may not be canceled nor the intention not to renew be stated until 90 days after receipt by the City, by registered mail, of a written notice addressed to the City's risk manager of such intent to cancel or not to renew."

Within 60 days after receipt by the City of such notice, and in no event later than 30 days prior to the cancellation, the grantee shall obtain and furnish to the City evidence that the grantee meets requirements of this section.

The insurance policy requirements of this section may be met by a program of self-insurance acceptable to the City. (Ord. 2850 § 34, amended, 10/19/1999)

16.24.110 General Indemnification

~~Each franchise agreement shall include, to the extent permitted by law, grantee's express undertaking to~~ Every telecommunications carrier shall defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligencet, careless or wrongful acts, omissions, failures to act, ~~or~~ misconduct or other actions of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this title or by a ~~grant agreement~~license or franchise ~~made~~ granted ~~or entered into~~ pursuant to this title. (Ord. 2850 § 35, amended, 10/19/1999)

16.24.120 Performance Surety

Unless the City otherwise specifically approves an alternative security to assure performance, before a license or franchise granted pursuant to this title is effective, the grantee shall provide and maintain a performance bond, in form and substance acceptable to the City, as security for the full and complete performance of this title, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the grantee to comply with the codes, ordinances, rules, regulations or permits of the City. (Ord. 2850 § 36, amended, 10/19/1999)

Chapter 16.26
CABLE FRANCHISE REQUIREMENTS

Sections:

16.26.010 Grant of Franchise
16.26.020 Franchise Required
16.26.030 Length of Franchise
16.26.040 Cable Franchise Characteristics
16.26.050 Cable Franchisee Subject to Other Laws, Police Powers
16.26.060 Operation of a Cable System Without a Franchise

16.26.010 Grant of Franchise

A. The City may grant one or more cable television franchises containing such provisions as are reasonably necessary to protect the public interest, and each such franchise shall be awarded in accordance with and subject to the provisions of this chapter.

B. This chapter may be amended from time to time, and in no event shall this chapter be considered a contract between the City and a franchisee such that the City would be prohibited from amending any provision of this chapter, provided no such amendment shall in any way impair any contract right or increase obligations of a franchisee under an outstanding and effective franchise except in the lawful exercise of the City's police power.

C. This chapter shall be in addition to the requirements of Title 16 that are specifically made applicable to cable service as provided in section 16.04.025. In the event of a conflict between this chapter and other requirements of Title 16, this chapter shall control.

16.26.020 Franchise Required

A. No person may construct, operate or maintain a cable system or provide cable service over a cable system within the City without a franchise granted by the City authorizing such activity. No person may be granted a franchise without having entered into a franchise agreement with the City pursuant to this chapter. For the purpose of this provision, the operation of part or all of a cable system within the City means the use or occupancy of rights-of-way by facilities used to provide cable service.

B. To the extent consistent with applicable ~~permitted by~~ law, a telecommunications carrier ~~utility, as defined by state law, which~~ that utilizes its system to provide cable service shall be subject to this chapter and shall require a cable franchise under this chapter.

C. Services similar to cable service, such as open video system service, shall also be subject to this chapter to the extent ~~provided~~ not prohibited by law.

D. A system shall not be deemed as operating within the City even though service is offered or rendered to one or more subscribers within the City, if no right-of-way is used or occupied. All cable franchises granted pursuant to this chapter shall contain substantially similar terms and conditions, which, taken as a whole and considering relevant characteristics of the applicants, do not provide more or less favorable terms and conditions than those required of other cable franchisees. (Ord. 2850, amended, 10/19/1999)

16.26.030 Length of Franchise

Unless otherwise specified in a cable franchise, no cable franchise shall be granted for a period of more than five years. (Ord. 2850, added, 10/19/1999)

16.26.040 Cable Franchise Characteristics

A. A cable franchise authorizes use of rights-of-way for installing, operating and maintaining cables, wires, lines, optical fiber, underground conduit and other devices necessary and appurtenant to the operation of a cable system to provide cable services within the City, but does not expressly or implicitly authorize a franchisee to provide service to, or install a cable system on private property without owner consent, or to use publicly or privately owned poles, ducts or conduits without a separate agreement with the pole owner.

B. A cable franchise shall not mean or include any exclusive right for the privilege of transacting and carrying on a business within the City as generally required by the laws of the City. A cable franchise shall not confer any authority to provide telecommunications services or any other communications services besides cable services and a separate license or franchise and payment of appliable rights-of-way fees shall be required for the provision of telecommunications or any other communication services in addition to the cable franchise to the extent not prohibited by applicable law. A franchise shall not confer any implicit rights other than those mandated by federal, state or local law.

C. A cable franchise is nonexclusive and will not explicitly or implicitly: preclude the issuance of other franchises to operate cable systems within the City; affect the City's right to authorize use of rights-of-way by other persons to operate cable systems; or for other purposes as it determines appropriate.

D. Once a cable franchise has been accepted and executed by the City and a franchisee, such cable franchise shall constitute a valid and enforceable agreement between the franchisee and the City, and the terms, conditions and provisions of such franchise, subject to this chapter and all other duly enacted and applicable laws and regulations, shall define the rights and obligations of the franchisee and the City relating to the franchise.

E. All privileges prescribed by a cable franchise shall be subordinate to any prior lawful occupancy of the rights- of-way and the City reserves the right to reasonably designate where a franchisee's facilities are to be placed within the rights-of-way through its generally applicable permit procedures.

F. A cable franchise shall be a privilege that is in the public trust and personal to the original franchisee. No franchise transfer shall occur without the prior written consent of the City ~~council~~ Council upon application made by the franchisee pursuant to this chapter, the franchise and applicable law. Consent shall not be unreasonably withheld, and any purported franchise transfer made without application and prior written consent shall be void and shall be cause for the City to revoke the cable franchise. (Ord. 2850, amended, 10/19/1999)

16.26.050 Cable Franchisee Subject to Other Laws, Police Powers

A. A cable franchisee shall at all times be subject to and shall comply with all applicable federal, state and local laws and regulations, including this chapter. A cable franchisee shall at all times be subject to all lawful exercise of the police power of the City including, but not limited to, all rights the City may have under the cable act, all powers regarding zoning, supervision of construction, control of rights-of-way and consumer protection.

B. The City shall have full authority to regulate cable systems, cable franchisees and franchises as may

now, or hereafter be lawfully permissible. (Ord. 2850, added, 10/19/1999)

16.26.060 Operation of a Cable System Without a Franchise

A. Any person who occupies rights-of-way for the purpose of operating or constructing a cable system or provides cable service over a cable system and who does not hold a valid franchise from the City shall be subject to all requirements of this chapter. The City Manager shall have the authority:

1. To require such person to enter into a franchise within 30 days of receipt of written notice that a franchise is required; or

2. To require such person to remove its property and restore the affected area to a condition satisfactory to the City. The City Manager may direct City personnel, or may employ contractors, to remove the property and restore the affected area to a condition satisfactory to the City and charge the person the costs therefor; or

3. To take any other action it is entitled to take under applicable law.

B. In no event shall a franchise be created unless it is issued by the City pursuant to this chapter and subject to a written franchise agreement. (Ord. 3192 § 118, amended, 11/17/2020; Ord. 2850, added, 10/19/1999)

Chapter 16.28
GOVERNING LAW

Sections:

16.28.010 Governing Law
16.28.020 Written Agreement
16.28.030 Nonexclusive Grant
16.28.040 Severability and
16.28.050 Preemption Penalties
16.28.060 Other Remedies
16.28.070 Captions
16.28.080 Compliance with Laws
16.28.090 Consent
16.28.100 Application to Existing Ordinance and Agreements
16.28.110 Confidentiality

16.28.010 Governing Law

Any franchise or license granted under this title is subject to the provisions of the Constitution and laws of the United States, and the State of Oregon and the ordinances and charter of the City.

16.28.020 Written Agreement

No franchise or license shall be granted unless the agreement is in writing.

16.28.030 Nonexclusive Grant

No franchise or license granted under this title shall confer any exclusive right, privilege, license or franchise to occupy or use the public rights-of-way of the City for delivery of telecommunications services or any other purposes.

16.28.040 Severability and Preemption

If any chapter, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this title is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of the title shall not be affected but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this title shall be valid and enforceable to the fullest extent permitted by law.

In the event that federal or state laws, rules or regulations preempt a provision or limit the enforce-ability of a provision of this title, then the provision shall be read to be preempted to the extent and or the time required by law. In the event such federal or state law, rules or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall be binding, without the requirement of further action on the part of the City.

16.28.050 Penalties

Any person who violates any provision of this ~~Chapter~~ title is subject to Section 1.08.020 of the Ashland Municipal Code. In addition to other legal and equitable remedies available to the City of Ashland, including restriction or termination of service:

A. Violation of any section of this chapter AMC 16.28 is a Class I violation. (Ord. 3137, amended, 2017)

16.28.060 Other Remedies

Nothing in this title shall be construed as limiting any judicial remedies that the City may have, at law or in

equity, for enforcement of this title.

16.28.070 Captions

The captions to sections throughout this title are intended solely to facilitate reading and reference to the sections and provisions. Such captions shall not affect the meaning or interpretation of this title.

16.28.080 Compliance with Laws

Any grantee under this title shall comply with all federal and state laws and regulations, including regulations of any administrative agency, as well as all ordinances, resolutions, rules and regulations of the City now in effect or adopted in the future or established during the entire term of any franchise or license granted under this title, which are relevant and relate to the construction, maintenance and operation of a telecommunications system.

16.28.090 Consent

Wherever the consent of either the City or of the grantees under this title is specifically required in a franchise or license granted, such consent will not be unreasonably withheld.

16.28.100 Application to Existing Ordinance and Agreements

To the extent that this title is not in conflict with and can be implemented with existing ordinance and franchise agreements, this title shall apply to all existing ordinance and franchise agreements for use of the public right-of- way for telecommunications.

16.28.110 Confidentiality

The City agrees to use its best efforts to preserve the confidentiality of information designated by the grantee as a trade secret, to the extent permitted by the Oregon Public Records Law.

RESOLUTUION NO. 2024-07

A RESOLUTION TO ESTABLISH DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND

WHEREAS, the City of Ashland has adopted Title 16 establishing standards for telecommunications facilities, including small wireless facilities, in the rights-of-way to provide for the permitting process and mutual obligations of the city and the permittee for placement and operation of telecommunications facilities; and

WHERAS, the City desires to balance the benefits from small wireless infrastructure with its aesthetic impact on the community in order to mitigate or avoid adverse visual impacts, encourage the deployment of infrastructure consistent with the surrounding built and natural environment, and preserve the City's historic and environmental resources to the extent feasible; and

WHEREAS, the Federal Communications Commission has found that small wireless facilities have unique characteristics relative to other types of telecommunications facilities and requires local governments to have reasonable, published design standards applicable to small wireless facilities; and WHEREAS, such design controls are best established through resolution that allows for a more responsive process by which to make prompt and immediate changes to design specifications, restrictions and allowances on small wireless facilities given the likely advent of changes in laws and technology in this area of telecommunications.

THEREFORE, COMES NOW THE COUNCIL FOR THE CITY OF ASHLAND DOES RESOLVE AS FOLLOWS:

1. The City hereby adopts the design standards for small wireless facilities deployed in the rights-of-way in the City attached hereto as Exhibit A.
2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this ___ day of _____ 2024, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this ___ day of _____ 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

EXHIBIT A

Small Wireless Facility Design Standards For City Rights-of-Way

A. Definitions. Definitions for these design standards are those provided in AMC Chapter 16.04.040.

B. Application of Standards.

a. These design standards are in addition to, and in no way alter or amend, the standards and requirements established in AMC Title 16. In the event of a conflict between these design standards and the standards and requirements established in AMC Title 16, the latter shall control.

b. These design standards are subject to all rules and requirements of the Electric Department applicable to attachments of small wireless facilities to City-owned poles. In the event of a conflict between these design standards and any Electric Department rule or requirement, the latter shall control.

C. General Requirements.

a. Ground-mounted equipment in the right-of-way is discouraged, unless the applicant can demonstrate that pole-mounted equipment is not technically feasible, or the electric utility requires placement of equipment on the ground (such as an electric meter). If ground mounted equipment is necessary, then the applicant shall conceal the equipment in a cabinet, in street furniture or with landscaping.

b. Antennas must be mounted in a manner that minimizes visual impacts, which may include flush-mounting and camouflaging, as directed by the City. All antennas and associated mounting equipment, hardware, cables or other connectors must be completely concealed within an opaque antenna shroud or radome. The antenna shroud or radome must be painted a flat, non-reflective color to match the underlying support structure.

c. Replacement poles, new poles and all antenna equipment shall comply with the Americans with Disabilities Act ("ADA"), city construction and sidewalk clearance standards and city, state and federal laws and regulations in order to provide a clear and safe passage within, through and across the right-of-way. Further, the location of any replacement pole, new pole, and/or antenna equipment must comply with applicable traffic requirements, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect public health, safety or welfare.

d. Replacement poles shall be located as near as feasible to the existing pole. The abandoned pole must be removed within ten business days.

e. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H and the permit issued by the City pursuant to AMC Section 16.12.

f. No advertising, branding or other signage is allowed unless lawfully permitted and approved by the Public Works Director as a concealment technique or as follows:
   i. Safety signage as required by applicable laws, regulations, and standards; and,
   ii. Identifying information and 24-hour emergency telephone number (such as the telephone number for the operator's network operations center) on wireless equipment in an area that is visible.

g. The total volume of multiple antennas on one structure shall not exceed fifteen (15) cubic feet, unless additional antenna volume is requested and approved pursuant to Section I.

h. Antennas and antenna equipment shall not be illuminated except as required by municipal, federal or state law or regulation.

i. Small wireless facilities may not displace any existing street tree or landscape features unless in compliance with the Ashland Municipal Code and Land Use Code, and at minimum: (a) such displaced street tree or landscaping is replaced with trees and landscape approved under the City's Recommended Street Tree List and as further regulated under AMC 13.16 , and (b) the applicant submits and adheres to a landscape maintenance plan or agrees to pay an appropriate in-lieu fee for the

maintenance costs.

j. A power cutoff switch must be installed on each pole or structure to which a small wireless facility capable of emitting RF energy is attached. The City will ensure that authorized field personnel provide a 24-hour advance notice to the designated point of contact for the licensee or franchisee when a power-down or power cutoff is required.
    i. Notwithstanding the previous sentence in the event of an unexpected power outage, an unplanned power cutoff, or an emergency situation, the power-down will be executed with as much advance notice as practical. If circumstances require, City employees and contractors may perform the power-down by operating the power disconnect switch without prior notice to the licensee or franchisee. The City will notify the licensee or franchisee as soon as possible in such cases. Power will be restored promptly once it can be done safely.

D. Small Wireless Facilities Attached to Wooden Poles and Non-Wooden Poles with Overhead Lines. Small wireless facilities located on wooden utility poles and non-wooden utility poles with overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section I:

a. Proposed antenna and related equipment shall meet:
    i. The City's design standards for small wireless facilities.
    ii. The pole owner requirements; and
    iii. National Electric Safety Code ("NESC") and National Electric Code ("NEC") standards.

b. The pole at the proposed location may be replaced with a taller pole or extended for the purpose of accommodating a small wireless facility; provided that the height increase of the replacement or extended pole, together with any small wireless facility, is the minimum necessary to provide sufficient separation and/or clearance from electrical and wireline facilities, but may not exceed 40 feet in height or 10 percent taller than adjacent poles, whichever is less, except in the case of an eligible facilities request or as otherwise required by applicable law. Such replacement poles may either match the approximate color and materials of the replaced pole or shall be the standard new pole used by the pole owner in the city.

c. Antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall match the approximate material and design of the surface of the pole or existing equipment on which they are attached, or adjacent poles located within the contiguous right-of-way. Near matches may be permitted by the City when options are limited by technical feasibility considerations, such as when high- frequency antennas cannot be placed within an opaque shroud but could be wrapped with a tinted film.

d. Antennas which are mounted on poles shall be mounted above the pole, as close to the top of pole as technically feasible and allowed by the pole owner.

e. Antennas may not exceed the diameter of the pole on which they are attached, or 16 inches in diameter, whichever is greater.

f. Antenna equipment for small wireless facilities must be attached to the pole, unless otherwise required by the pole owner or permitted to be ground-mounted pursuant to subsection (B)(a) above. The equipment must be placed in an enclosure reasonably related in size to the intended purpose of the facility.

g. All cables and wiring shall be covered by conduits and cabinets. The number of conduits shall be minimized.

E. Small Wireless Facilities Attached to Non-Wooden Light Poles and Non-Wooden Utility Poles without Overhead Utility Lines. Small wireless facilities attached to existing or replacement non-wooden light poles and non-wooden utility poles without overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section I:

a. The antennas must be camouflaged to appear as an integral part of the pole or be mounted as close to the top of pole as feasible within a single, canister style shroud or radome that tapers to the pole.

b. For replacement poles, all equipment (excluding disconnect switches), conduit and

fiber must be fully concealed within the pole. For existing poles for which concealing equipment within the pole is not technically feasible, the equipment must be camouflaged to appear as an integral part of the pole or be mounted as close to the pole as feasible, and the applicant must place the equipment enclosure(s) behind any decorations, banners or signs that may be on the pole. Conduit and fiber must be fully concealed within the pole.

c. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H.

d. The height of any replacement pole may not extend more than 10 feet above the height of the existing pole or be10 percent taller than adjacent poles, whichever is less.

F. New Poles. Small wireless facilities may be attached to new poles that are not replacement poles under sections D or E, installed by the wireless provider, subject to the following criteria:

a. Antennas, antenna equipment and associated equipment enclosures (excluding disconnect switches), conduit and fiber shall be fully concealed within the structure.

b. All new poles and pole-mounted antennas and equipment shall substantially conform to the material and design of adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H. If there are no existing light poles in the adjacent right-of-way, any new light poles shall conform to the city's Street Light Standards.

c. New poles shall be no more than forty (40) feet in height or 10 percent taller than adjacent poles, whichever is less, unless additional height is requested and approved pursuant to Section H.

d. Wireless providers shall install small wireless facilities on existing or replacement poles instead of installing new poles, unless the wireless provider can document that installation on an existing or replacement pole is not technically feasible or otherwise not possible (due to a pole owner's denial of authorization, safety considerations, or other reasons acceptable to the Public Works Director).

G. Residential, Special and Historic District Requirements.

a. *Residential Zones and Special Districts*: Small wireless facilities and poles to support collocation of small wireless facilities deployed in Residential Zones and/or Special Districts identified in the Land Use Ordinance shall be compatible with the existing integrity of those Zones and Districts, and shall have a similar appearance, including material and design elements, to other poles in the rights-of-way within these areas.

b. *Historic District*: Small wireless facilities and poles to support collocation of small wireless facilities shall not be located in Historic Districts unless the Public Works Director determines in his or her sole discretion that the facility or pole is compatible with the existing integrity of the Historic District and shall have a similar appearance, including material and design elements, to other poles in the rights-of-way within the Historic District.

H. Strand Mounted Equipment. Strand mounted small wireless facilities are permitted, subject to the following criteria:

a. Each strand mounted antenna shall not exceed 3 cubic feet in volume, unless a deviation is requested and approved pursuant to Section I.

b. Only 2 strand mounted antennas are permitted between any two existing poles.

c. Strand mounted devices shall be placed as close as possible to the nearest pole and in no event more than five feet from the pole.

d. No strand mounted device will be located in or above the portion of the roadway open to vehicular traffic.

e. Strand mounted devices must be installed with the minimum excess exterior cabling or wires (other than original strand) to meet the technological needs of the facility.

I. Deviation from Design Standards.

a. An applicant may obtain a deviation from these design standards if compliance with the standard: (a) is not technically feasible; (b) directly conflicts with written pole owner requirements; or (c) otherwise prohibits or effectively prohibits the provision of personal wireless service in violation of the Telecommunications Act of 1996.

b. When requests for deviation are sought under subsections (I)(1)(a)-(c), the request must be narrowly tailored to minimize deviation from the requirements of these design standards, and the Public Works Director must find that there is no feasible alternative location or design that complies with these standards and the applicant's proposed design provides similar aesthetic value when compared to strict compliance with these standards.
c. Public Works Director may also allow for a deviation from these standards when it finds the applicant's proposed design provides equivalent or superior aesthetic value when compared to strict compliance with these standards.
d. The small wireless facility design approved under this Section I must meet the conditions of 47 C.F.R. Sec. 1.6002(l).
e. Public Works Director will review and may approve a request for deviation to the minimum extent required to address the applicant's needs or facilitate a superior design.

Council Business Meeting

April 2, 2024

Agenda Item	Ashland Forestlands Climate Adaptation Project Funding	
From	Chris Chambers	Forestry Officer
Contact	Chris. Chambers@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Unfinished Business ☒	

SUMMARY

At its March 19th business meeting, the City Council approved an initial budget for the Ashland Forestlands Climate Adaptation Project (Option #2) but ran out of time to consider the full scope of the project proposal (Option#1). Council and Mayor also requested further clarification on "pile and burn" expenses listed in all options. The options are presented in a condensed table in the accompanying presentation with further expense explanation along with further explanation of the pile and burn expense difference between options.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goal: Address Climate Change

City Council Goal: Reduce Wildfire and Smoke Risk

City Plans: Ashland Natural Hazard Mitigation Plan, Community Wildfire Protection Plan, 2016 Ashland Forest Plan and 2023 Forest Plan Climate Change Addendum.

Citizen Budget Goals: Wildfire Safety was the highest budget priority from resident in-person and online polling in spring 2023.

BACKGROUND AND ADDITIONAL INFORMATION

Recent drought and extreme heat have created what researchers call a "decline spiral" in Douglas-fir trees, a species that has proliferated on lower elevation City and APRC lands due to past logging and cessation of indigenous burning practices. In response to a significant uptick in dead and dying trees, the City commissioned a drone-based survey of impacted municipal forestlands. We found just over 20% of Douglas-fire were dead or visibly dying. Further data from local U.S. Forest Service researchers has since shown at least an additional 25% (range of 20% to 60%) of trees that appeared green during summer of 2023 were already infested with bark beetles and will likely die this coming spring. Climate change projections for coming years show that Douglas-fir will continue to die, making it imperative that the City respond quickly to prevent the build-up of fuels shown to cause significant ecological and private property damage during fires.

Following guidance in the 2016 Ashland Forest Plan and 2023 Climate Change Addendum, staff and the Ashland Forestlands Management Advisory Committee proposed Phase One of a Climate Change Adaptation Project to quickly address increased fire danger from dead/dying trees and begin the critical work of helping our forests adapt to changing conditions. Public meetings and tours were offered to help inform the planning effort. In November, Council approved a contract with Lomakatsi Restoration Project to assist the City with marking dead, dying, and overcrowded forests for a future helicopter-based thinning project, part of Phase One implementation. This proposed contract with Timberline Logging Enterprises, LLC represents a significant

investment in the safety of our community and the sustainability and long-term survival of our local forests that are a cornerstone of Ashland's local culture and economy.

The project addresses safety concerns along trails and roads where hundreds of dead trees need to be removed for public safety. Importantly, the project also reduces risk to critical infrastructure at the City's Water Treatment Plant and along the course of Ashland Creek where dead trees falling into the flood zone threaten the City's water supply pipelines, road crossings, culverts, and downstream to the plaza itself.

Forests across the west are under significant stress from climate change, resulting in permanent loss of forest cover in the southwest and the southern Sierra Nevada, and a shifting of climate zones resulting in "zombie forests" all the way into Northern California and likely Southern Oregon as well. Proactively addressing these issues is the most fiscal, ecological, and protective course of action for the community's interest and safety.

FISCAL IMPACTS

The current budget dedicated to wildfire and forest management is insufficient to pay for this unexpected cost. City Administration, Finance, and Fire Department have identified revenue to cover the added cost of this work. Project partner Lomakatsi Restoration Project recently pledged $150,000 of federal funding and future in-kind labor to assist with pile and burn expenses, invasive species management, and replanting. Revenue from log sales as a by-product of this work will also offset a significant portion of the costs.

The previous Council decision allocated needed funding for Option 2. Council can choose to adopt Option 1, which would maximize the project outcome and footprint. By adopting Option #1, a gross increase in expense of $340,616.12 with a projected offset through log value of $161,320.40. This leaves $188,260 that will be identified through department budgets.

A separate Budget Supplement will be brought to Council to recognize the unplanned expense and offsetting log value revenue.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

"I move that the City Council, approve an additional $340,616.12 expenditure toward the Ashland Forestland Climate Adaptation Project, of which $188,260 will be allocated from existing City funds."

REFERENCES & ATTACHMENTS

Presentation Slides With Budget and Refined Expenses

Direct project cost comparison without fixed costs

Per acre summary of direct project expenses

	Option 1	Option 2	Option 3	
Helicopter and Cutting	$ 1,295,946.00	$ 1,000,069.50	$ -	
Trucking	$ 190,080.00	$ 146,520.00	$ -	
Pile and Burn Expenses	$ 150,000.00	$ 150,000.00	$ 990,000.00	**
Timber Tax (2024)	$ 5,147.45	$ 3,967.83	$ -	
Lomakatsi Contracted Help	$ 75,000.00	$ 75,000.00	$ 50,000.00	
Monitoring	$ 20,000.00	$ 20,000.00	$ 20,000.00	
TOTAL EXPENSE	**$ 1,736,173.45**	**$ 1,395,557.33**	**$ 1,060,000.00**	
BN Budget	$ 406,374.00	$ 406,374.00	$ 406,374.00	
Lomakatsi Grant	$ 150,000.00	$ 150,000.00	$ 150,000.00	
Log Value Return	$ 686,127.00	$ 524,806.60	$ -	
TOTAL REVENUE	**$ 1,242,501.00**	**$ 1,081,180.60**	**$ 556,374.00**	
***NET EXPENSE**	**$ 518,356.08**	**$ 330,095.57**	**$ 503,626.00**	
Cost Per Acre	**$ 1,047.18**	**$ 807.08**	**$ 1,017.43**	

*With 5% contingency

**Includes all tree falling, log cutting, trail clearing, limbing, piling, and burning



“Pile and Burn” Budget Explanation Scenario #1: Helicopter Tree Removal Sequence

1. A tree cutter cuts a marked tree along a trail. One cut is made and he moves on. One tree, one person, one “touch”.
2. The tree is blocking the trail. The helicopter removes the entire tree to the landing where it’s processed by machine, called whole tree yarding. Limbs and tops are dealt with by machine and either burned or chipped centrally.
3. This cost is all included in the helicopter pricing package.
4. In this scenario, nearly half the cost is recouped by selling the merchantable portion of each tree.
5. Minimal piling and burning of broken branches in the forest is covered by Lomakatsi grant.



Whole tree yarding removes trunk, branches and top to a centralized landing.



“Pile and Burn” Budget Explanation Scenario #2: No Helicopter Tree Removal Sequence

- A tree cutter cuts a marked tree along a trail.
- Tree is blocking the trail…
  - Cutter has to cut the tree off the trail which is time and gas consuming. If the log is big enough, it would require two people to move it safely without it rolling downhill.
  - Same worker has to cut a dozen or more limbs off the tree as well as the top, for fuel reduction. Many limbs require two cuts each. Second person collects all the limbs and top and puts them into a burn pile, or multiple piles.
  - This takes two people, significant time, dozens of touch points by hand…a lot of time and cost.
- Another crew returns the next fall/winter/spring to burn each burn pile, monitor the piles and patrol the area for at least two days after burning.
- In this scenario, there is no financial return and the number of logs on the ground becomes a wildfire and logistical liability for decades to come, adding more real and hidden cost.



More Option #3 trade-offs

- Concentrated slash burning at the landing allows for efficient use of machinery and one efficient burn pile that will minimize smoke. It also leaves the option of chipping material if possible and affordable.
- Distributed burn piles in the forest (over 1000 piles, Option #3) are small and inefficient, producing much more smoke with no option to chip any of it.
- Larger machines handling large volumes of wood via Options #1 and #2 is more efficient than hundreds of chainsaw two-cycle engine hours.
- More burn piles in the forest over the summer (Option #3) equals more fire risk to the community vs. removing the fuels and dealing with it before fire season this year (Options #1 and #2). Burn piles could stay for up to two years, depending on burn windows.
- Smaller green trees still need to be thinned in Option #3 even if no helicopter was used in the project.
- Trails are closed for a longer period in Option #3

2200 Ashland Street Master Plan Ad Hoc Committee

Mission

Create a long-term master plan for the building and surrounding property at 2200 Ashland Street that aligns with contractual obligations, furthers the community's goals regarding homeless services and affordable housing, and enhances the experience of the surrounding neighborhood.

Goal

Identify the best use(s) of this City-owned property to further the goals identified by the community and state funding partners.

City of Ashland Value Statements Supported by this Ad Hoc Committee

- Regional cooperation, including in support for public safety and homelessness
- Community affordability, including in available housing and childcare
- Belonging through mutual respect and openness, inclusion and equity
- Quality of life that underpins the City's economic vibrancy
- Environmental resilience, including addressing climate change and ecosystem conservation

Committee Charge

Discovery Phase: Develop a shared understanding of:

- current needs regarding homeless services, transitional housing, and affordable housing related to regional efforts;
- current economic challenges related to workforce housing;
- existing conditions and challenges in the surrounding neighborhood;
- contractual obligations that must be met on the property;
- development limitations due to zoning or other land use regulations; and
- the City Council's commitment to climate change mitigation.

***Options Development Phase*:** Investigate traditional and innovative solutions to the challenges identified in the Discovery Phase.

- Identify viable use options for the property and configurations of those options
- Host two community engagement events - the first focused on possibilities for the site and the second focused on feedback regarding the initial draft master plan – and host two online surveys through the City's website in conjunction with these events
- Develop a draft master plan

Final Recommendation Phase: Finalize the draft master plan and present to Council for approval

- Share draft master plan with community and integrate feedback into final draft
- Present final master plan recommendation to City Council for consideration and possible approval

Scope of Authority

The 2200 Ashland Street Master Plan Ad Hoc Committee will develop a proposed Master Plan for the facility and site and deliver it to the Ashland City Council. It will follow all standard public meeting and ethics regulations.

Membership

This ad hoc committee will be comprised of representatives from the following:

- Surrounding Neighborhood
    - *Representatives from the surrounding neighborhood will bring the perspective of the site's neighbors related to both residential and commercial interests. Neighborhood representatives will have voting privileges.*

- Unhoused Community
    - *Representatives who have experienced homelessness will provide first-hand knowledge of the lived experience of Ashland's unhoused residents and the effectiveness of a variety of possible options for the site. Unhoused community representatives will have voting privileges.*

- Service Providers
    - *Representatives of local social service provider organizations will bring programmatic expertise to the planning process as well as a clear understanding of regional initiatives and how this property might address specific needs. Service provider representatives will have voting privileges.*

- City of Ashland
    - *The mayor and a councilor will facilitate the Ad Hoc Committee process with assistance from staff. Representatives from the City will include subject matter experts on homeless services, affordable housing, and building and fire code regulations, as well as two councilors. City members will be non-voting.*

Timeline

This ad hoc committee has six months from the date of its first meeting to develop its master plan recommendation to Council, but earlier completion of the task is encouraged. It is expected that the committee members will be confirmed by Council by the April 16, 2024 business meeting.

Council Business Meeting

April 2, 2024

Agenda Item	Parking Management Contract – LAZ Parking Services	
From	Scott Fleury PE Mariane Berry	Public Works Director Finance Director
Contact	Scott.fleury@ashland.or.us Mariane.berry@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

Before the Council is a goods and services contract with LAZ Parking Services for Downtown Parking Management and Enforcement Services. The City Council acts as the local contract review board to ensure that proper procurement procedure was utilized in development of the contract documents under consideration for award. Staff used a formal solicitation Request for Proposal process that was advertised statewide.

Work considered under the contract includes the monitoring and enforcement of all timed parking zones in the downtown core, management of the daily operations of the Hargadine Parking Structure and associated administration requirements of a parking enforcement program.

POLICIES, PLANS & GOALS SUPPORTED

1) Ashland Comprehensive Plan – Transportation Element – Policy 10.09.02 #24

Manage the supply, operations and demand for parking in the public right of way to encourage economic vitality, traffic safety and livability of neighborhoods. Parking in the right of way, in general, should serve land uses in the immediate area

2) Downtown Strategic Parking Management Plan – Accepted by Council May 2, 2017

PREVIOUS COUNCIL ACTION

The City Council has previously approved parking management and enforcement contracts for the downtown core. The last contract was approved at the November 20, 2018 Business Meeting (Staff Report).

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland currently contracts for parking management and enforcement with Diamond Parking Services. The current contract with Diamond was set to expire in February of 2024 and has been extended via contract amendment through April 2024 to allow the City to follow through on the process to obtain parking management services through a new formal solicitation process.

Parking enforcement occurs within the downtown corridor on Main Street and Lithia Way from the Plaza to the Library. Occasionally additional foot patrols are requested to enforce a small number of timed parking zones in the Railroad District.

The City has previously conducted solicitations for parking services through Requests for Proposal (RFP) with maximum contractual periods of five years before a new public solicitation is required.

In order to solicit for a Downtown Parking and Administration contractor, Public Works Staff updated the previously utilized RFP for a new formal solicitation. The RFP was advertised through the Daily Journal of Commerce and the proposal documents were hosted on the OregonBuys website. The RFP was posted on December 5, 2023 with responses due by January 9, 2024.

On February 20, 2024, the City of Ashland completed the review process for selection of a Downtown Parking Enforcement and Administration contractor. Proposals were submitted by Ace Mobility Solutions, Diamond Parking Services and LAZ Parking Services. Proposals were graded by Sabrina Cotta, Interim City Manager, Mariane Berry, Finance Director and Scott Fleury PE, Public Works Director.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
LAZ Parking Services	262	1
ACE Mobility Solutions	256	2
Diamond Parking Services	211	3

After scoring was completed, all contractors were informed of the City's intent to begin scope and fee negotiations with LAZ Parking Services. Through formal discussions the final scope and fee was agreed upon in concept by the City and LAZ Parking Services. The scope and fee is part of attachment #1, Goods and Services Contract.

FISCAL IMPACTS

The parking enforcement program generates revenue through the issuance of parking citations per Ashland Municipal Code requirements. The parking contractor manages the collection of fees from citations and the remittance to the City. The contractor also acts as the first line of citizen contact with regard to citation dispute, can attend court if required and performs service repair of parking meters in the Hargadine parking structure. As compensation for services, the contractor is paid a fixed monthly administrative and operating fee based on the approved contract scope (see Fee Schedule in attachments).

In the first contract year, the fixed monthly fee under the LAZ Parking Management Contract is $118K and increases by 3% each year for 5 years. In FY2023 and FY2022, the City paid a total of $175.6K and $175.9K, respectively, to its previous contractor.

Actual revenues from parking in FY2023 were $194K and FY2022 $134.6K. To date, we have collected approximately $202.8K in FY2024.

STAFF RECOMMENDATION

Staff recommends approval of LAZ Parking Management Contract.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

-I move the local contracting board to find that the proper contracting procedure was followed in the procurement of this contract, and further move that the City enter into a goods and services contract with LAZ Parking Services.

-I move to request staff perform a new solicitation.

-I move to take no action. (This would eliminate parking management services for the City).

REFERENCES & ATTACHMENTS

Attachment #1: Goods and Services Contract-LAZ Parking Services

GOODS AND SERVICES AGREEMENT (GREATER THAN $35,000)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONTRACTOR: LAZ Parking Northwest, LLC CONTACT: Graham Leach ADDRESS: 255 Stewart St. Seattle, WA 98101 PHONE: (206) 487-0538 EMAIL:

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and LAZ Parking Northwest, LLC, (a foreign business corporation) (hereinafter "Contractor"), for Downtown Parking Enforcement and Administration Services.

1. CONTRACTOR'S OBLIGATIONS

1.1 Provide Downtown Parking Enforcement and Administration Services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Contractor expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2 Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability; and
- Workers' Compensation.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Contractor shall immediately notify the City of any change in insurance coverage.

- Contractor shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 Contractor shall, at its own expense, maintain Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work.

1.4 Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractors of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.6 **Living Wage Requirements:** If the amount of this Agreement is $25,335.05 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

2.1 City shall pay Contractor amounts as provided in the SUPPORTING DOCUMENTS as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee			
Contract Year 1	$9,852.78	per Month Annualized	$118,233.34
Contract Year 2	$10,148.36	per Month Annualized	$121,780.34
Contract Year 3	$10,452.81	per Month Annualized	$125,433.75
Contract Year 4	$10,766.40	per Month Annualized	$129,196.76
Contract Year 5	$11,089.39	per Month Annualized	$133,072.66

2.2 In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the annualized total in the attached Fee Schedule per calendar year without express, written approval from the City official whose signature appears below, or such official's successor in office. Contractor expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Contractor further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.

3.2 Contractor is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Contractor is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

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

3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

3.9 Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.

3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.

3.12 Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

3.13 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

3.14 Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

4.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written Request for Proposals released 12/5/23.
- The Contractor's complete written Proposal dated 1/6/24.

4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 4.1.

5. REMEDIES

5.1 In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until May 1, 2025, with the option of

two, one year extensions by mutual agreement of both parties, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Contractor may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:
City of Ashland – Public Works Department
Attn: Scott Fleury
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5587

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Contractor:
LAZ Parking Northwest, LLC
Attn: Graham Leach
255 Stewart Street
Seattle, WA 98101

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. CONTRACTOR'S COMPLIANCE WITH TAX LAWS

9.1 Contractor represents and warrants to the City that:

9.1.1 Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and

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

9.1.2 Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

9.2 Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

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

CITY OF ASHLAND:

By: _____
Sabrina Cotta, Interim City Manager

_____
Printed Name

_____
Date

LAZ PARKING NORTHWEST LLC (CONTRACTOR):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
Assistant City Attorney

3.13.24
_____
Date

EXHIBIT A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$18.12 per hour, effective June 30, 2023.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **$25,335.05;**
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.

CITY OF ASHLAND

15 Lewis Street
5th Floor
Hartford, CT 06103
Ph 860.522.7641
Fax 860.524.8249
www.lazparking.com

REGIONAL OFFICES
Atlanta
Boston
Chicago
Dallas
Hartford
Houston
Los Angeles
Miami
New York
Philadelphia
San Diego
San Francisco
Washington, DC

City of Ashland, OR

LAZ Fee Schedule for Parking and Enforcement Services

FEE SCHEDULE (UNIT COSTS)

LAZ Parking's proposed cost for Enforcement Services in the City of Ashland aims to provide efficient and cost-effective solutions, ensuring optimal parking management to meet the city's needs while maintaining a focus on sustainability and community engagement.

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative / Supervision Labor	$3,658.56	Supplies	$500.00
Payroll Taxes / Benefits	$1,025.94	Taxes & Licenses	$25.00
Office Rent	$1,035.00	Uniforms	$200.00
Utilities	$75.00	Postage	$75.00
Telephone /Long Distance	$100.00	Audit Expense	$250.00
Handhelds (purchase and service)	$806.67	Banking	$137.50
Modem / Internet / IT	$164.11	Insurance	$180.00
Repairs / Equipment Maintenance	$370.00	Accounting & Data Processing	$400.00
		Total Expenses	**$9,002.78**

Contractor Profit	$850.00
FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE	$9,852.78

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee

Contract Year 1	$9,852.78	per Month	Annualized $118,233.34
Contract Year 2	$10,148.36	per Month	Annualized $121,780.34
Contract Year 3	$10,452.81	per Month	Annualized $125,433.75
Contract Year 4	$10,766.40	per Month	Annualized $129,196.76
Contract Year 5	$11,089.39	per Month	Annualized $133,072.66

REIMBURSED FEES

Enforcement Labor & Court Appearance Fees (Reimbursed) **$24.19 Per Hour**

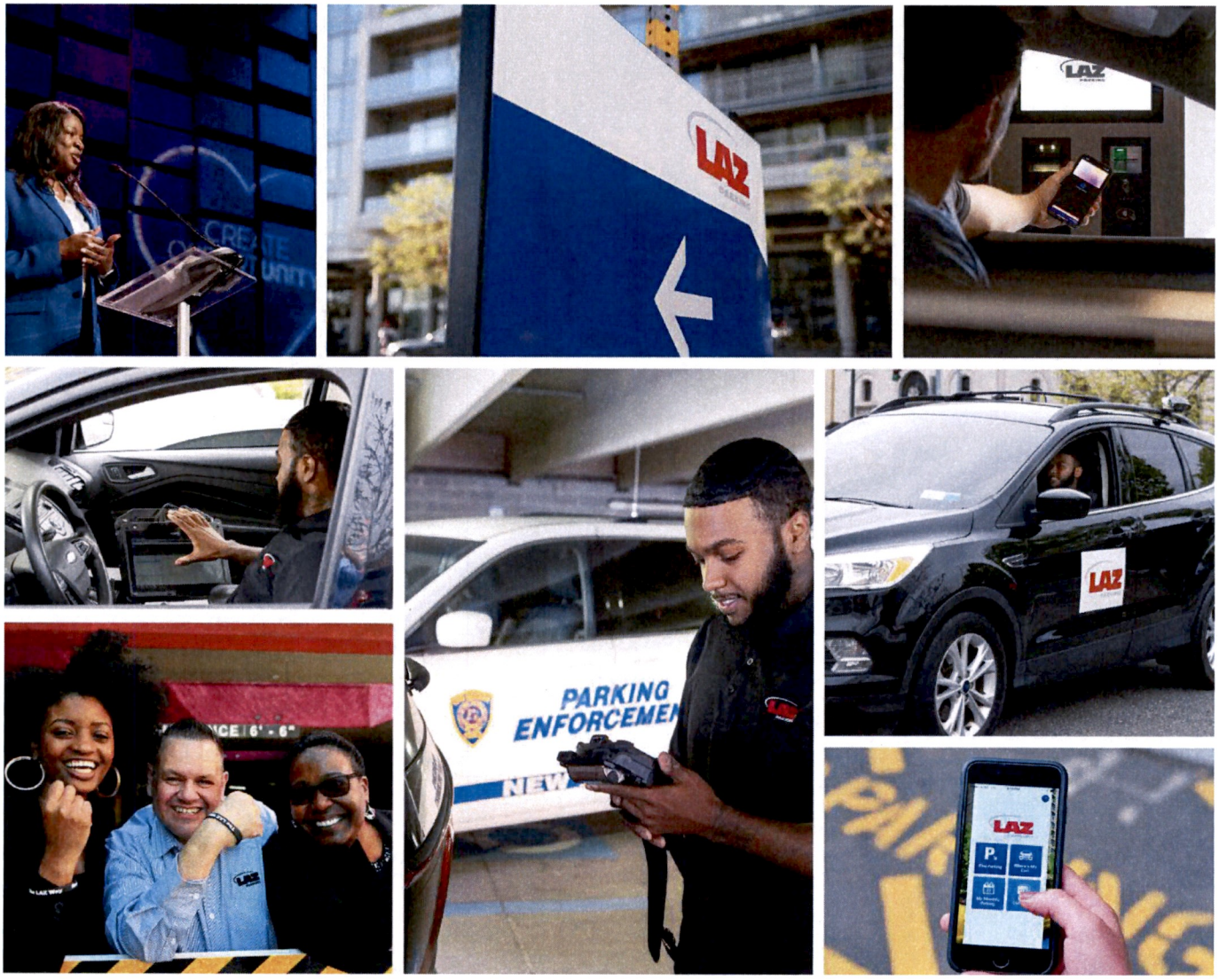
* Billed per hour at the Current Living Wage plus 32% taxes and benefits
* To be adjusted annual on any changes to Living Wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees and EMS Processing Fees to be reimbursed at cost

Downtown Parking Enforcement & Admin Services

City of Ashland, OR | Project #2023-06 | January 9, 2023



LAZ GOVERNMENT SERVICES

2023-25 ACCREDITED PARKING ORGANIZATION®

COVER LETTER

January 9, 2024

City of Ashland, OR
ATTN: Scott Fleury, P.E., Public Works Director | 51 Winburn Way, Ashland OR 97520
(541) 488-5587 | scott.fleury@ashland.or.us

RE: LAZ PARKING RESPONSE TO PROJECT 2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMIN SERVICES

Dear Scott and the City of Ashland:

LAZ Parking is thrilled to present our tailored proposal for Downtown Parking Enforcement and Admin Services for the City of Ashland. Our approach blends cutting-edge technology with a deep understanding of local parking dynamics, ensuring not only compliance but a seamless and positive parking experience. Partner with LAZ Parking to bring efficiency and a touch of Pacific Northwest flair to your parking solutions. LAZ Parking has actively engaged in all pre-proposal activities. Currently, LAZ Parking manages more than 30,000 parking spaces in 113 locations across the Northwest region, including Rogue Valley International Medford Airport (MFR), employing 250+ team members who not only work in but are a vital part of the local community. Nationally, LAZ manages more than 4,250 locations across 42 states with over 14,500 employees.

With LAZ Parking, The City of Ashland will receive:

- An extensive Quality Control (QC) and Quality Assurance (QA) program backed by leading edge In-House Technology
- High-level service competitively priced to help increase revenues for Ashland.
- Fresh perspective to the City's parking operation for the first time in a long time

By selecting LAZ Parking, the City of Ashland will receive a customized and forward-thinking approach to parking enforcement services. Our commitment to excellence, combined with a deep understanding of the local community, ensures compliance and a tailored solution that harmonizes with the unique dynamics of the city. We look forward to talking next steps!

ROYCE WILLIAMS
Regional Vice President
255 Stewart Street | Seattle, WA 98101
c. (206) 487-0538 | rwilliams@lazparking.com

ROBERT MARONEY, CAPP
Vice President, Government Services
One Financial Plaza, 14th Floor | Hartford, CT 0610
c. (804) 921-5019 | rmaroney@lazparking.com



PROJECT APPROACH

At LAZ Parking, our approach to parking enforcement in Ashland is deeply rooted in precision and community-centric solutions. By harnessing cutting-edge technology and local insights, we propose a proactive strategy aimed at ensuring compliance while minimizing disruptions. Our dedicated team is committed to implementing a seamless and efficient enforcement process, contributing to the cleanliness and functionality of Ashland's streets, and fostering a positive parking experience for all residents and visitors.

LAZ Parking has the resources, staff, management team and proven experience to manage your entire parking system. Our approach, described here, can be summarized with three core values: **People, Process, and Technology.**

LAZ Personnel

At LAZ we are nothing without our people. As the public representatives for the City of Ashland's parking operations, it is extremely important that we hire the best employees and train them to be even better. LAZ excels at hiring and retaining our employees due to our extensive efforts to find the right people and show them the LAZ Way. We credit our 12 step program for providing us with the best employees in the industry. When choosing LAZ, you can trust our people will be the best partners and customers service representatives.

Staffing Plan

To ensure the parking operations for the City of Ashland are managed according to the Scope of Services we have put together the following staffing plan.

One Manager – Responsible for oversite of all parking operations including communications with the City and LAZ leadership, management of staff, project management, monthly reporting, creating and updating enforcement routes and rules, ensuring compliance with laws and regulations, and more. 40% of the manager's time will be allocated to operations in the City of Ashland. The other 60% is allocated to Rogue Valley International Medford Airport (MFR). We

chose this as we are confident it is the best way to be cost sensitive while providing the highest level of service to the City.

Two Fulltime Parking Enforcement Officers (PEOs) – Our PEOs report directly to our proposed manager. As you will see below our officers are responsible for upholding laws and regulations while providing high quality customer service.

One Administrative Assistant – Reporting directly to the manager, this position is responsible for staffing the parking office during the open hours of 10am-2pm Tuesday through Friday. They will answer questions via email/phone/in-person, assist patrons with paying violations, ensure records are kept correctly, and assist our proposed manager with day-to-day assignments.

Parking Enforcement Responsibilities

LAZ Parking understands that our staff will be responsible for patrolling 12 City blocks as well as the off-street parking spaces located in the City's surface lots and parking garage. Most of our team's working hours, including the program manager, will be spent out in the field. Our deployment time, that includes a device check, pass down communication and briefing will take no more than 15 minutes. An officer's end of shift, returning to base will take no more than 15 minutes which will allow the maximum time for our team to be in the field.

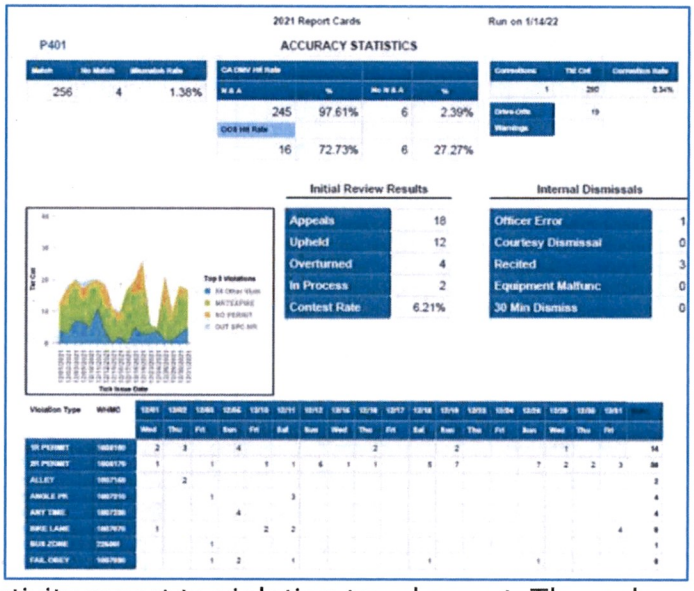
PARKING ENFORCEMENT OFFICER RESPONSIBILITIES



- Enforce Municipal and State Vehicle Codes related to parking and registration violations.
- Issue citations and tow vehicles as required
- Patrol City streets, parking lots, structure, and parking time limit zones for parking violations or abandoned vehicles
- Assist citizens with parking and traffic issues or questions
- Report circumstances requiring police action
- Report safety hazards
- Report damaged equipment, unclear signage, or street markings, and missing, damaged or conflicting parking signs or traffic control signs
- Provide beat analysis and report malfunctioning parking meters

LAZ Parking will be an extension of the City of Ashland. We understand the important responsibility of representing the City in the utmost professional manner. Our proposed approach that is defined in this section details our commitment to operating this program under the guidelines and direction of the City. The collaborative relationship between LAZ and the City of Ashland will lay the foundation for a successful parking enforcement program for the City. As we begin operations we propose daily check-ins and weekly meetings with the City to ensure clear communications and expectations are being met.

QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA) PROCESS



LAZ has hands-on experience customizing and developing reports that best fit the needs of each of our clients. Each report provides easy-to-understand factors for the reviewer, with a focus on highlighting performance metrics. Upon award of a contract, it is our intent to meet with the City and share a variety of reports currently in use at our other contracts. In partnership with our municipal clients, we have developed complex reporting mechanisms that provide the operations with a consistent level of oversight. These reports range from a simple daily officer shift log to a more comprehensive weekly/monthly citation activity report, and from officer productivity report to violation trend report. Through citation mapping and violation heat maps are other ways we provide our clients a visual review of daily, weekly, and monthly citation activity and violation capture.

CITATION MANAGEMENT SYSTEM

LAZ Parking will partner with Park Loyalty system to provide a turnkey enforcement solution that will manage the lifecycle of the parking citation including the software & hardware for issuance, the collection of fines and integration with the DMV for owner look-up and holds. Information regarding Park Loyalty is included as Attachment 6.



PROJECT TEAM EXPERIENCE & QUALITY OF SERVICE

LAZ Parking is proud to present a team of seasoned professionals with a wealth of experience in parking management. Our key personnel bring expertise in operations, technology, and client relations, ensuring a dynamic leadership approach that aligns with the unique needs of the City of Ashland and its community. With a focus on excellence, our team is poised to elevate the parking experience and contribute to the success of this partnership.

LAZ Parking Experience

Implementing and managing a program for a city the size of Ashland is right in our wheelhouse. Where there is change, there is complexity and risk, interdependencies to manage, and conflicting priorities to resolve. The City of Ashland needs a partner who has the right experience, proven track record, and vision to work with the City and their goals. Throughout this proposal, we have highlighted our experience and knowledge gained from over 40 years of managing similar complex parking enforcement programs that are operated round the clock, 365 days a year. Most notably, LAZ's experience managing the West Hollywood and Inglewood enforcement programs that are the most relevant to the requirement set forth in this RFP. Throughout the years, we have developed and applied a rigorous program management approach to how we currently manage similar enforcement programs. Our methodology is our proven best-practice framework for program management of this important contract. It also draws on our extensive experience with delivering successful transformations and transition of first-time privatized enforcement programs. Our success is a direct result of a true partnership we have formed with these cities and the knowledge gained by applying best practices to ensure continuous improvement at all levels of the program. As such, LAZ possesses the technical skills and knowledge that is unique to fulfill the requirements of this contract.

Proposed Manager

Scott Thomas, Proposed Manager



Scott Thomas is the Facility Manager at Rogue Valley International – Medford Airport. He transitioned from SP+ when he saw the opportunity to move up and apply new skills to the continued success of LAZ and the Airport. He comes from a varying history of employment and has worked as everything from a warehouse employee to a city mail carrier and was a paramedic/volunteer firefighter in the valley for 5 years. He is native to Southern Oregon and can't imagine a better place to work and play. In his free time, he likes to golf and is an avid LEGO collector with two of his four boys that still live in the valley. Scott will lead the oversight and management of our operations in Ashland as well as the Airport. *(You may find Scott's resume in the attachments)*

Key Leaders and Team members

Muhammad Mansoor, Vice President, Municipal Operations & Enforcement Programs



In his 22-year parking career, Muhammad has led the implementation of multiple first-generation parking enforcement programs. He started his parking career with Central Parking System. While at Central Parking, he was responsible for the management of multiple municipal parking management contracts including Newport Beach, Santa Ana, Long Beach, Anaheim, Carson, and Riverside. Muhammad will provide regional project oversight required to ensure the City of Ashland's needs are met throughout the life of the contract. Muhammad has access to all LAZ's parking contracts, bringing best practices and lessons learned to the City of Ashland.

Peter Cho, Transition Manager & Senior Operations Manager



During his 24 years of parking management experience, Peter has been instrumental in providing measured leadership and guidance to his operational team by implementing proven systems to achieve optimal efficiency. Peter has implemented multiple municipal programs including first-time outsourced enforcement programs. He has worked closely with clients to develop policies and procedures that provide the operations with a consistent level of service. Peter has led the transition of several enforcement programs, most notably, Santa Ana, Newport Beach, San Marcos, San Leandro and San Mateo.

Royce Williams, Regional Vice President, Pacific Northwest



Royce has over 18 years of experience in the parking industry and has been with LAZ Parking since 2005. He has worked in markets across the nation and overseas, including San Diego, Orange County, Los Angeles, Columbus, Cincinnati, Cleveland, Chicago, London and now Seattle. After joining the LAZ family in 2005 as a valet, Royce progressed through several management positions and eventually landed in Columbus, OH. Starting with one location, Royce was able to grow the region through success stories and partnership, and as a result LAZ quickly became the largest parking operator in the Columbus market. His uncanny ability to drive revenue and enhance, not only service expectations, but service delivery is what set LAZ apart. Royce made the move from London, UK to Seattle in 2017 and is now actively working towards growing the region. His unique story of opportunity and growth attests to the integrity of LAZ's Mission, to Create Opportunities for Our Employees and Value for Our Clients. He is a Graduate of the University of California Irvine with a BS in Science and is has his Executive MBA from the University of Cambridge.

Robert Maroney, Vice President, Government Services



Rob Maroney joined LAZ Parking in 2015 as the Vice President of Government Services. Rob is responsible for overseeing and supporting our rapidly expanding Government Services market, which includes municipal agencies and public private partnerships. With over 20 years of experience, Rob brings extensive experience in government operations, management, and consulting. He started his career in municipal government, and during his 12+ year career with Norfolk, VA, he served as the Director of Parking. Rob was also the Director of Parking and Transportation for Virginia Commonwealth University, overseeing the university's parking, transportation, and fleet management programs. Rob has access to all municipal contracts currently managed by LAZ and will bring his expertise to the City of Burbank contract, if LAZ is awarded this contract.

FEE SCHEDULE (UNIT COSTS)

LAZ Parking's proposed cost for Enforcement Services in the City of Ashland aims to provide efficient and cost-effective solutions, ensuring optimal parking management to meet the city's needs while maintaining a focus on sustainability and community engagement.

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative / Supervision Labor	$3,658.56
Payroll Taxes / Benefits	$1,025.94
Office Rent	$1,035.00
Utilities	$75.00
Telephone /Long Distance	$100.00
Handhelds (purchase and service)	$806.67
Modem / Internet / IT	$164.11
Repairs / Equipment Maintenance	$370.00
Supplies	$500.00
Taxes & Licenses	$25.00
Uniforms	$200.00
Postage	$75.00
Audit Expense	$250.00
Banking	$137.50
Insurance	$180.00
Accounting & Data Processing	$400.00
Total Expenses	**$9,002.78**

Contractor Profit	$850.00
FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE	$9,852.78

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee

Contract Year 1	$9,852.78	per Month Annualized	$118,233.34
Contract Year 2	$10,148.36	per Month Annualized	$121,780.34
Contract Year 3	$10,452.81	per Month Annualized	$125,433.75
Contract Year 4	$10,766.40	per Month Annualized	$129,196.76
Contract Year 5	$11,089.39	per Month Annualized	$133,072.66

REIMBURSED FEES

Enforcement Labor & Court Appearance Fees (Reimbursed) **$24.19 Per Hour**

* Billed per hour at the Current Living Wage plus 32% taxes and benefits
* To be adjusted annual on any changes to Living Wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees and EMS Processing Fees to be reimbursed at cost

TERMINATION FOR DEFAULT

LAZ Parking Northwest, LLC has not had any contracts terminated for default within the last five years. Our commitment to delivering high-quality parking services is evident in our track record, and we maintain a strong reputation for professionalism and reliability in our partnerships. If you need any further details or documentation, please feel free to let us know.

ATTACHMENTS

Attachment 1: Proposal Form

SECTION 8 - **PROPOSAL FORM**

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- ☒ RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- ☒ SECTION 8 – Proposal Form
- ☒ Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes___ No X___. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: X

Each Bidder must identify whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

The Bidder is X or is not _____ a resident Bidder as defined in ORS 279A.120.

Each Bidder must identify whether the Bidder is an "independent contractor" as defined in ORS 670.600

I certify _____ that I am an independent contractor as defined in ORS 670.600.
Signature

PROPOSER INFORMATION:

LAZ Parking Northwest, LLC
Proposer Company Name

20

Company Address (from which work will be performed)

(206) 487-0538	N/A	30-0855367
Telephone Number	Fax Number	FEDERAL ID NUMBER

Signature: _____

Printed Name: Royce Williams

Title: Regional Vice President

Email Address: RWilliams@lazparking.com

APPLICATION FOR AUTHORITY

Corporation Division
www.filinginoregon.com

E-FILED
Apr 03, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

142569490

TYPE

FOREIGN LIMITED LIABILITY COMPANY

1. ENTITY NAME

LAZ PARKING NORTHWEST, LLC

2. MAILING ADDRESS

15 LEWIS STREET
HARTFORD CT 06103 USA

3. NAME & ADDRESS OF REGISTERED AGENT

CORPORATION SERVICE COMPANY

1127 BROADWAY ST NE
SALEM OR 97301 USA

4. MEMBERS/MANAGERS

MEMBER

LAZ KARP ASSOCIATES

15 LEWIS ST
HARTFORD CT 06103 USA

5. MANAGEMENT

This Limited Liability Company will be member-managed by one or more members

6. DATE OF ORGANIZATION

01-22-2015

7. DURATION

PERPETUAL

8. JURISDICTION

WA

9. PRIMARY PHYSICAL LOCATION

15 LEWIS ST
HARTFORD CT 06103 USA

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

ALAN LAZOWSKI

TITLE

MEMBER

DATE SIGNED

04-03-2018

Attachment 2: Company Resolution

COMPANY RESOLUTION

OF

MEMBERS OF LAZ PARKING NORTHWEST, LLC

THE UNDERSIGNED, LAZ KARP ASSOCIATES, LLC, being the sole member of LAZ PARKING NORTHWEST, LLC a limited liability company organized and existing under the laws of the State of Washington and authorized to do business in that State of Oregon (the "Company") hereby represents that:

A Meeting of the Members of the Company was held on January 2, 2024.

At said meeting after motion duly made and seconded, the following Resolutions were unanimously adopted:

RESOLVED, that the Company is hereby authorized to sign any and all documents, contracts and agreements in regard to the **DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES for the City of Ashland (PROJECT # 2023-06)**

FURTHER RESOLVED, that Royce Williams, Regional Vice President or Robert Maroney Vice President are authorized to sign such documents, contracts and agreements and such documents, contracts and agreements shall be binding upon the Company.

DATED at Hartford, Connecticut, this 2nd day of January, 2024

Glenn T. Terk, General Counsel

Attachment 3: Proposed Manager Resume

James "Scott" Thomas

EDUCATION

AAS – Emergency Medical Technology – Rogue Community College, 2008

RECENT RELEVANT EXPERIENCE

LAZ Parking **June 2023–Present**

Facility Manager

- Manage, plan, schedule, train, and direct activities of on-site employees
- Reconciliation of daily funds and ongoing financial responsibilities of location
- Maintain positive client relationship to ensure highest customer satisfaction goals
- Understand, implement, and deliver all requirements in contractual agreement

SP+ Parking **May 2022–June 2023**

Lead Cashier/Supervisor

- Assisted Facility Manager with daily operations
- Use of electronic tracking software to inventory customer cars in parking lot
- Provided superior customer service via exit booth
- Trained and provided ongoing support to cashiers and inventory staff

United States Postal Service **December 2018–December 2020**

City Carrier Assistant

- Delivery of mail and parcels ensuring accuracy
- Address maintenance for new and existing customers
- Collection of mail and parcels from established partners
- Casing and preparing mail for daily delivery

Linkus Enterprises **August 2015–December 2018**

Warehouse Specialist Lead

- Inventory control and management
- Return authorization preparation and shipment
- Coordinate with technicians for daily / weekly stock needs
- Inventory replenishment for satellite technicians

CSL Plasma Services **2003-2006 and September 2014-August 2015**

Processing Supervisor / Donor Floor Lead – Senior Phlebotomist

- Phlebotomy and assisting of donors during plasmapheresis
- Maintenance and sterilization of equipment
- Quality Assurance to comply with state and federal regulations
- Maintain donor flow by choreographing employee work areas

CERTIFICATIONS & SKILLS

Company certification for forklift operation

Proficiency in Microsoft Windows (3.01 thru present), Office, and Adobe Apps

Most Efficient Employee recognition at CSL

Attachment 4: Letter of Reference

Port of Everett Waterfront Place | Everett, WA

Parking Management, Enforcement & Event Staffing

James Gerry
Property Manager
Port of Everett
425.388.0661
jamesg@portofeverett.com

The Port of Everett 45+ acre Waterfront Place complex has the second largest public marina on the West Coast where we rolled out pay parking in May of 2021. There are 4,000+ parking stalls spread across 32 uniquely identified surface lots meeting a variety of stakeholder needs. We provide a License Plate Recognition enforcement patrol with vehicle seven days a week, and we issue parking tickets and handle all adjudication and payments. Parking is free for two hours, then payment is required for longer stays.

We have a FT on-site Manager and FT on-site Assistant Manager as well as 5 patrollers and up to 10 event staff for the larger summer events. There are nine restaurants, two hotels, 12+ commercial businesses, a yacht club, plus the Port employee offices. We sell monthly, quarterly, and annual parking permits for permit parkers such as commercial employees and boat launch patrons. We manage the 3,000 plus complimentary, annual marina tenant permits and 75 Port employee permits and have a special website portal where they register and update their information such as updating current license plates.

We manage a variety of event parking days at the Port of Everett Waterfront Place's site. For most events charge $5 for parking unless the event promoter chooses to prepay for their guests parking. We accept credit card payments at 9 different T2 Luke credit card pay machines, or people can pay with their cell phones utilizing the LAZgo parking app or it's four step Text to Park feature.

For each event, we provide ambassadors to direct traffic and guests towards the event location, answer guest questions and direct event staff and promoters to the appropriate place for staging. We collect parking revenues for the largest events, and answer questions about the LAZ app and Text to Park payment option or direct people to credit card pay stations.

Attachment 5: Additional References

With a distinguished track record and experienced team, LAZ Parking has excelled in providing comprehensive enforcement solutions for municipalities. Our expertise lies in seamlessly integrating cutting-edge technology, highly trained personnel, and efficient management practices to ensure optimal compliance and enhance the overall parking experience for the communities we serve.

Leading the Way in the Municipal Market

LAZ Parking is a leading provider, specializing in parking solutions tailored for municipalities and government agencies nationwide. Our all-encompassing approach to parking management is rooted in sustainability, aimed at enriching communities, streamlining parking operations, and fortifying the financial standing of our clients.



Within our Government Services team, we boast an unrivaled track record in managing municipal parking facilities and on-street programs. We oversee **over 410,000 parking spaces** on behalf of federal, state, and local government agencies, including the management of **over 120,000 on-street meters**. Our strategic focus revolves around the implementation of efficient operational procedures, dynamic marketing campaigns, robust revenue integrity systems, groundbreaking technology applications, and customer service initiatives that set the industry standard.

OMNIA Partners

LAZ Parking is a vendor and partner with OMNIA Partners, previously NCPA (National Cooperative Purchasing Alliance). As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Our goal is to improve the way your organization identifies, evaluates, and procures what they need at the best value. With free membership, you'll gain full access to our portfolio of leading national supplier contracts, spend visibility, analytics, and subject matter experts. We are happy to discuss more upon the City's request.

OMNIA® PARTNERS

IPMI Accredited Parking Organization (APO)

LAZ Parking is an Accredited Parking Organization (APO) and is nationally recognized for its best practices in responsible parking management, operational excellence, customer experience, sustainability, safety, and security.

2023-25 ACCREDITED PARKING ORGANIZATION®

Government and Community Solutions

From the coast to the country, LAZ Parking collaborates with municipalities and government agencies spanning the breadth of the United States. Our footprint extends from vibrant urban centers to the serene countryside and picturesque coastlines. We've had the opportunity of working with numerous public sector clients, each contributing to our extensive portfolio. Here's a glimpse of some of our valued clients, along with the approximate number of spaces we manage for each.

NATIONAL

- Washington MTA (59,000)
- San Francisco, CA (38,000)
- Montgomery County, MD (21,500)
- New York MTA (16,600)
- Rhode Island State Beaches (8,100)
- Stockton, CA (6,145)
- Norwalk Parking Authority, CT (3,765
- Stamford, CT (3,400)
- Maryland DOT (3,200)

WEST

- Pierce County, WA (735)
- Bellevue, WA (103)
- Port of Everett (91)
- State of Colorado (415)
- Berkeley, CA (1,360)
- West Hollywood, CA (3,360)
- Arvada, CO (1,100)

Port of Everett, Washington



LAZ Parking, in collaboration with the Port of Everett since 2020, seamlessly manages 4,000+ parking stalls across 32 lots using License Plate Recognition (LPR) technology, providing convenient payment options and preserving the waterfront's charm. Our dedicated team, including a full-time on-site Manager, Assistant Manager, patrollers, and event staff, ensures smooth operations for diverse stakeholders. From monthly permits to managing marina tenant permits, our specialized portal streamlines registration. During events, we facilitate seamless parking with $5 charges, prepaid options, and various payment methods, enhancing overall satisfaction and directing traffic for an enjoyable visitor experience.

Contact
James Gerry
Property Manager, Port of Everett

Address
1205 Craftsman Way #200,
Everett, WA 98201

Phone / Email
(425) 388-0661
jamesg@portofeverett.com

Technology & Equipment
LAZgo, Genetec LPR, T2

Service Type
Consulting, Enforcement, Event Parking, Surface Lot

Total Spaces
4,000+

Years Served
2020 – Current

Payment Solutions
App, Meter, PaybyPlate, Permit, Phone, Text to Park

West Hollywood, California



Since 2002, LAZ Parking has transformed West Hollywood's on-street parking program, inheriting it from Serco Parking in the 2021 acquisition. Now overseeing 2,500 parking spaces with a skilled team of over 35 individuals, we secured a prestigious nine-year, $20 million contract in July 2021 for turnkey parking enforcement services. Operating 24/7, our mission is to maintain order in the parking realm, from vehicle and bike patrols to expert management of permits and court appearances if necessary. Additionally, in 2018, we expanded our portfolio to include West Hollywood's meter collection and maintenance program, overseeing 1900 IPS meters with annual revenues exceeding $6 million, managed by a dedicated team of certified technicians and industry veterans.

Contact
Vince Guarino
Parking Operations Manager

Address
8300 Santa Monica Blvd
West Hollywood, CA 90069

Phone / Email
(323) 848-6426
VGuarino@weho.org

Equipment & Technology
IPS, Genetec LPR

Service Type
Enforcement, On-street parking meter maintenance

Total Spaces
2,500

Years Served
1992 – Current

Payment Solutions
Meter, Permit, Plate

Arvada, Colorado



In 2016, LAZ Parking partnered with the City of Arvada to revolutionize parking management and enforcement in the historic Olde Town District near Downtown Denver. This vibrant area, listed on the National Register of Historic Districts, seamlessly blends modern amenities with rich historical charm. LAZ Parking collaborates on a streamlined paid parking system, operates the city's new 600-space garage, and implements cutting-edge technology for on-street and off-street parking. Our innovative enforcement approach, featuring mobile License Plate Recognition (LPR) technology, has replaced the Arvada Police Department's role, ensuring efficient monitoring and contributing to public safety in collaboration with local law enforcement. Additionally, we oversee the Residential and Business Parking Permit Program, issuing and monitoring permits for the bustling Downtown District.

Contact
Derek Fern
Parking Coordinator

Address
8101 Ralston Rd
Arvada, CO 80002

Phone / Email
(720) 402-4571
dfern@arvada.org

Technology & Equipment
Genetec LPR, Passport, T2

Service Type
On- & Off-Street Smart Parking

Total Spaces
850

Years Served
2016 – Current

Payment Solutions
App, Card, Meter, Permit, Phone

San Mateo, California



In November 2019, LAZ Parking proudly began providing enforcement services for San Mateo, California, securing the contract through a competitive bid process. The comprehensive agreement includes a fleet of 8 vehicles equipped with state-of-the-art License Plate Recognition (LPR) technology. Beyond standard enforcement, LAZ manages traffic control and special events, enhancing support for the Bay Area community and its 100,000+ residents. The 11-member team, led by an Operations Manager, a Supervisor, and 9 dedicated Police Enforcement Officers, swiftly implemented tailored enforcement solutions and citation services for the downtown area's 2,500 spaces.

Contact
Craig Collom
Sergeant
Traffic Division and K9 Unit

Address
200 Franklin Pkwy
San Mateo, CA 94403

Phone / Email
(650) 522-7742
ccollom@cityofsanmateo.org

Equipment & Technology
Genetec ALPR, Data Ticket

Service Type
On- & Off-Street Parking

Total Spaces
2,500

Years Served
2019 - Current

Payment Solutions
App, Card, Plate, Phone, Meter

Attachment 6: Park Loyalty

PARKLOYALTY

Enforcement Solution

Founded by a parking industry veteran, Park Loyalty specializes in software platforms that offer modern, cutting-edge violation enforcement and processing services for vehicle-based transactions. Park Loyalty's executive leadership brings a wealth of experience supporting top tier enforcement programs, including Philadelphia, Chicago, Los Angeles, Atlanta, Miami, and Detroit.

Today, Park Loyalty provides parking management platforms as an OEM solution to public and private parking operators as well as companies offering parking related products and services to such entities, as Duncan Solutions. As a specialist in the delivery of innovative OEM software technologies, Park Loyalty has a unique understanding of this industry. We have already proven how our platform works for enforcement solutions and developed the components required and have been delivered to City of Philadelphia, and have successfully deployed in other major markets like Glendale CA; Vallejo CA, Leavenworth WA, Encinitas, CA and Cedar Rapids, IA. Additional wins include Chattanooga TN, and Charleston SC and State of Louisiana.

Our turnkey enforcement solution takes proven, deployed applications and provides the tools that LAZ staff need to modify them to your program's requirements which, greatly reduces the risk and costs associated with program delivery.

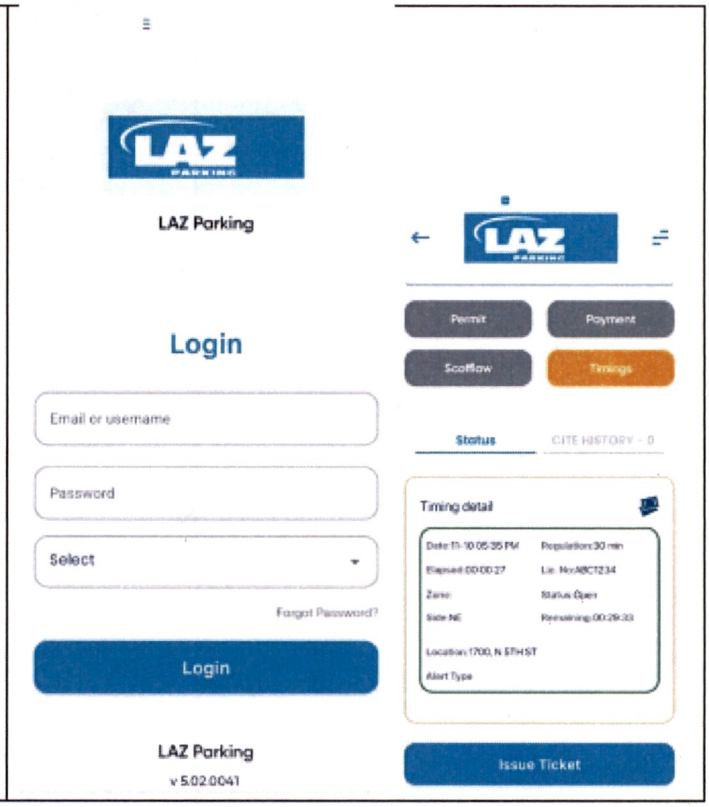
Our unique solution removes the complexity of integration with various systems via an API first approach. Our microservices based solution architecture and its ability to integrate with various systems ensures their data integrity during the enforcement process. Through this architecture, we have eliminated the cost associated with 3rd party integration and we pass these benefits to our customers. There are no costs associated with any of the 3rd party integrations. The turnkey solution is white labeled based on City's or LAZ needs and subscription based. The city or LAZ operators can choose to add or remove subscriptions at any time. The following technology and services features are part of our core platform:

- Mobile LPR Scan Engine: PEOs can simply scan a license plate and evaluate the visual cues in the App to enforce. The Engine does all the heavy lifting behind the scenes to generate the visual cues by checking with payment, permits, exempt list, scofflaw list, stolen, warning, historical citations, and timing/mark records
- Mobile Citation Issuance App: The smart citation form and issuance engine minimizes fat-fingering issues and ensures data integrity via just-in-time checks with all integrated systems. The issuance App ensures the address is auto populated by GPS in all forms, the scanned images are automatically attached to each citation and uploaded, the make, model and color are automatically loaded when available in the system, the app provides a visual representation for PEOs to see time limit marks including from MLPR Vehicles
- Rules-Based Management Engine to administer both the mobile app and the back-office system

- Configuration Engine: Build your enforcement ticket layout quickly using our intuitive drag-and-drop mechanism
- Data management layout tool to quickly and efficiently update enforcement rules

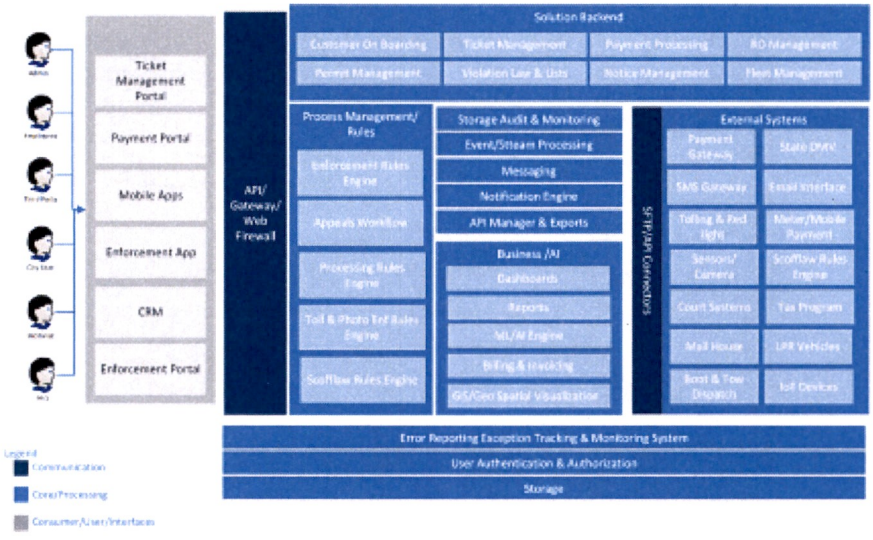
- Flexible Integration Engine
  - Time Limit Marking Engine: Complete sharing of "marks" across all vehicles and officers
  - A built-in engine to integrate with pay by cell systems, meter payment systems, LPR vehicles, permit system and processing systems
  - Automatic Boot and Tow notifications based on LPR hit notifications
  - Automatic API or file-based export to processing and collection systems
- Dashboard and reporting system
  - Multiple dashboards to view productivity, operations, officer activity, revenues, utilization and integrations
  - Officer summary and productivity reports
  - Citation reports to manages operations
  - Location base reporting (GIS reports) at the specific address, zone, or block level
  - Advanced productivity reports
  - Analytical Reporting
  - Anomaly Reporting to detect errors quickly



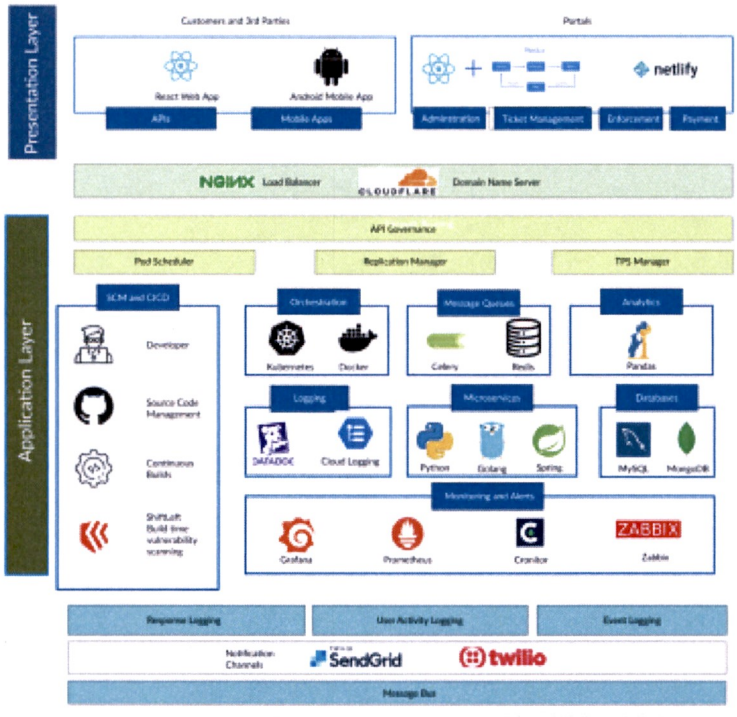


Solution Architecture

Park Loyalty platform is develoioped using Microsevices as a SaaS systems. Its fully-hosted infrastructure requires no direct technology cost and provides the advantage of leveraging the same redundant architectures used by Google, Facebook, Uber, Pinterest, Slack, Shopify, and many other technology leaders. It helps greatly reduced support costs.



Below is a high level overview of our technology stack.



REQUEST
FOR
PROPOSALS

PROJECT # 2023-06
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES

PROJECT NO:	**2023-06**
PROJECT TYPE:	**Downtown Parking Enforcement and Administrative Services**
PROPOSALS DUE:	**January 9, 2024; not later than 2:00 PM PST**
SUBMIT PROPOSALS TO:	**City of Ashland Public Works - Engineering, at 51 Winburn Way, Ashland OR 97520; or by mail to: 20 E. Main Street, Ashland, OR 97520**
CITY PROJECT MANAGER:	**Scott Fleury, P.E., Public Works Director**
PROJECT DURATION:	**Not to exceed five (5) years**

CITY OF
ASHLAND
PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587

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ADVERTISEMENT
CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS
PARKING ENFORCEMENT AND ADMINISTRATION SERVICES

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. The purpose of this project is to provide for the enforcement and administration of the downtown area (hereinafter referred to as the "District"). The District includes four (4) City-owned public parking lots, one (1) City-owned, three story parking garage, and approximately twelve (12) blocks of public on-street parking. All public parking in the District is time regulated.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking-related cases

Proposals must be physically received by **January 9, 2024, not later than 2:00 PM PST** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing proposals should allow normal delivery time to ensure the timely receipt of their proposals. Any proposal received after the date and time set for receipt of proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Scott Fleury, P.E., Public Works Director at 541/488-5587 or by email at scott.fleury@ashland.or.us. Contractor selection is anticipated to result in the issuance of a contract for services substantially similar in form to the one provided in this Request for Proposals (RFP).

RFP documents may be downloaded from the OregonBuys website (https://oregonbuys.gov/bso/). Any addendum that may be issued, relating to this RFP will be available from OregonBuys, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (8) pages.

Contractor selection will be based upon weighed criteria as set forth in the RFP and will include criteria including, but not limited to: similar project experience, general experience, staffing availability, schedule, and fee schedules.

The City of Ashland reserves the right to reject any and all proposals, to waive informalities, or to accept any proposal which appears to serve the best interests of the City of Ashland.

Scott Fleury

Scott Fleury, PE, Public Works Director

CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS

PROJECT NO. 2023-06
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. This purpose of this project is to provide for the enforcement and administration of parking within the downtown area of the City of Ashland (hereinafter referred to as the "District"). The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking related cases

1.2 Background Information

The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

SECTION 2 - SCHEDULE

The schedule of events listed below represents the City's estimated schedule for this request for proposal. This schedule is SUBECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	12/5/2023
2.	Last Date for Requests for changes/Protests to Specifications/Questions	10 days prior to Closing Date	12/31/2023
3.	Last Date for City to Post Addenda	3 days prior to Closing Date	1/6/2024
4.	Closing Date (last day to submit Proposals)	~ 30 days after Release of RFP	1/9/2024
5.	Responses Evaluated	~ 15 days after Closing Date	1/24/2024
6.	Interviews Held (if necessary)	~ 25+ days after Closing Date	1/31/2024
7.	Intent to Award Announced	~ 30 days after Closing Date	2/9/2024
8.	Contract Negotiations	~ 35 days after Closing Date	2/14/2024
9.	Contract Award		2/20/2024

SECTION 3 - **SCOPE OF SERVICES**

3.1 General Requirements

- Personnel, Materials, & Equipment: The Contractor shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

- Safety Equipment: The Contractor shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State and Federal regulations and City policies and procedures.

- Professional Responsibilities: The Contractor shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.

- Project Management: The Contractor and the City staff will meet as required during contract duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Contractor will organize and manage the project team and coordinate with city project manager and City staff.

- Monthly Invoices/Remittance Sheets and Progress Reports: The Contractor shall prepare monthly invoices and progress reports as outlined in record keeping and reports.

3.2 Specific Requirements

The selected contractor will be providing parking enforcement services for the City's downtown parking District. The District includes four (4) City owned public parking lots, one (1) City owned three story parking garage and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated.

Patrol Area and Hours of Enforcement:

- Patrol areas are referenced in Appendix D, the "Enforcement Boundary Map"
    - *Any changes to the Enforcement Boundary Map shall be agreed upon by both contractor and City through a formal amendment to the executed contract*
    - *It is expected that the City may expand the boundaries of the patrol area within the contract term to include the "supplemental area" defined on the Enforcement Boundary Map*
    - *Any amendments to the executed contract shall detail the expanded boundaries of the patrol areas and any additional costs associated with expanded enforcement requirements*
- Enforcement shall occur Monday through Saturday from 8:30 am to 5:00 pm
    - *Enforcement shall not occur on City approved holidays, which are referenced in Appendix E, 2023 APPROVED CITY HOLIDAYS*
    - *The City will occasionally ask contractor to provide enforcement service outside of service boundary area. Any enforcement activities of this type will be agreed upon by City and Contractor and billed at standard contractor rates.*
- Non-enforcement hours, of up to 1.5 per day, Monday through Saturday, maybe designated for use by the Enforcement Officer for customer service, court time and non-enforcement activity. If non-enforcement activity does not require the full 1.5 hours per day, the Enforcement Officer shall spend that time enforcing on-street parking during normal business hours

- Enforcement hours may be necessary for special events or assignments. Additional hours shall be billed at standard rates. The decision to use straight time or overtime rate will be based upon the contractor's Enforcement Officers availability and will be agreed upon in advance by Contractor and City Manager or designee
- Contractor shall review and seek approval from the City Manager or designee regarding any modifications to service hours or the enforcement boundary due to inclement weather conditions.

3.3 Enforcement Duties

- Contractor shall enforce current and future approved parking regulations with respect to on street parking, structure parking, and surface lot parking within the District.
- Contractor will be responsible for proposing patrol routes and schedules. The City requires that coverage is adequate, fair, regular and consistent and may request documentation on routes and schedules and reserves the right to require Contractor to adjust Patrol route and schedule to attain City goals
- Contractor will alternate the Enforcement Officer's patrol routes on a regular basis to eliminate predictability
- Contractor shall operate in conformance with City Ordinances and Parking Enforcement polices now in effect or approved during the term of the contract.
    - ***Reference Appendix F for Ashland Municipal Code chapter 11, Parking Regulations***
- Enforce timed parking regulation violations
- Enforce restricted "no parking" areas
- Enforce handicapped parking violations
- Enforce abandoned vehicle (72 hour) parking violations
- Enforce violations for parking in crosswalks, violations for parking outside of marked stalls, violations for parking in no parking areas or as prohibited by State or local laws
- Enforce violations for parking in a hydrant area, within a driveway approach, within intersections and crosswalks
- Enforce parking restrictions and zones when required by a special event or permit
- Contractor will determine whether any parked vehicles need to be booted or towed in accordance with criteria provided by the City. If vehicle meets criteria for towing, contractor shall arrange for towing of the vehicle in violation of regulations.
- Contractor shall report any/all missing or damaged signage found within the "district". Notification shall be sent to assigned city staff person responsible for management of the parking enforcement contract. Notification will include type of sign and exact location
- Contractor to maintain paid parking service equipment within the Hargadine Parking Structure and any additional parking service equipment placed by the City during the approved contract term
- Contractor shall collect all fines associated with conformance to contract requirements. The contractor will be first point of contact regarding complaints, followed by responsible city staff person if a resolution cannot be attained. The contractor is not entitled to any part of the original parking fine amount collected. The contractor shall remit to the City 100% of all fines, including any delinquent fees for the prior month, to the City at a date to be determined prior to final contract approval
    - Parking fine amounts are approved by the City Council and enacted through resolution
        - Reference Appendix G for the current parking fine resolution
- Parking citation appeals will be handled by the City of Ashland Municipal Court

- *Court Appearance – Proposer's employee(s) shall appear in Court when necessary, meet with the City Attorney(s) regarding cases, and will supply any evidence needed to support tickets issued.*
- *Parking citation appeals will be handled in the same manner as the citations appealed in the City of Ashland Municipal Court*

- Contractor shall send out a delinquent letter notice to the registered owner of the vehicle 15 days after the citation was issued, if the fine has not yet been received.
- Contractor if operating a vehicle in conformance to contractual requirements shall;
  - *Vehicle operator shall have a valid Oregon driver's license*
  - *Vehicle shall have appropriate vehicular markings*
  - *Vehicle shall be operated in compliance with state and local motor vehicle laws*
  - *The rear of any patrol vehicles shall have a warning sign of "frequent stops"*
  - *City must pre-approve the use of any enforcement vehicle*
- Foot enforcement personnel and bike enforcement personnel may be used in lieu of vehicles, as long as adequate coverage is maintained

3.4 Personnel & Operations Methodology

- Contractor will be responsible for assuring employee compliance with laws and regulations. Compliance for all employment related laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies. Contractor will be responsible for all supervision, disciplinary and termination actions.
- Contractor is responsible for obtaining and maintain office and storage space
- Contractor shall be responsible for all direct operating costs throughout the contract duration including;
  - *Personnel labor rates*
  - *Supervisor rates*
  - *Record keeping*
  - *Bookkeeping*
  - *Supplies required for contract conformance*
  - *Uniforms/clothing*
- Contractor shall perform all selection and recruitment of parking enforcement personnel
  - Individuals selected must qualify for a Limited Commission from the City. Contractor must provide the City with all personnel information required for issuing a Limited Commission. The City shall review all background forms and information gathered on a prospective enforcement employees prior to authorizing issuance of a Limited Commission. The following criteria are used in determining eligibility for a Limited Commission.
    - Possession of a high school diploma or G.E.D Certificate
    - Physical and mental capacity for performance of duties
    - Ability to give and follow oral and written instructions in English
    - Ability to effectively communicate with public and City officials
    - Ability to remain calm and use good judgement and initiative in an emergency
    - Successful completion of a background check for criminal convictions, warrants and references
    - Possession of a current and valid Oregon State driver's license
    - No record of driver's license suspension
    - Acceptable pre-employment drug screen
- Contractor is responsible for discipline and/or termination of employees with Limited Commissions. If committed, Limited Commissions may be revoked by the City under the following conditions:

- False information on an application or during interview process, or discovery of information that, in the opinion of the City, would otherwise disqualify the person from consideration
- Failure to maintain a current and valid Oregon State driver's license
- Use of illegal drugs or alcohol in the workplace
- Conviction of a misdemeanor or felony, consistent non-professionalism, or any unlawful behavior during the time of employment

- Contractor shall provide all parking enforcement personnel with professional appearing uniforms consisting of shirts, trousers/shorts and jackets. All uniforms shall have markings designating the wearer as official parking enforcement personnel.
- Contractor's employees shall carry photo identification while on duty
- Contractor's employees shall not carry a firearm or any type of weapon while on duty
- Contractor's employees are to perform enforcement services in an impartial, polite and courteous manner. Confrontations are to be avoided
- Contractor's employees are not to implicitly or explicitly represent they are Police Officers
- Contractor shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, and all parking enforcement personnel will be considered employees of the contractor and not of the City of Ashland.

3.5 Training

- Contractor is responsible for complete training of parking enforcement personnel. Training shall include, but not be limited to:
  - *Customer service and expectations;*
  - *Information about the City in general, and the Ashland Municipal Code regarding parking regulations;*
  - *Dealing with difficult people; conflict management and dispute resolution;*
  - *Civil Right Law and Procedures*
  - *Providing Courtroom testimony and procedures*
  - *Job procedures and emergency protocol;*
  - *Job safety as required by OSHA;*
  - *Public and Traffic Safety.*
- The City will provide all materials related to regulations concerning enforcement to Contractor. All other training materials are to be provided by Contractor

3.6 Record Keeping and Reports

- Contractor is responsible for all employment related record keeping and shall provide, upon request by the City, personnel and training information for each employee
- Contractor shall have individual a personnel files containing the following information;
  - *Completed application form*
  - *Completed background investigation and testing process*
  - *Training received (Contractor to furnish outline of training program to City for approval prior to issuance of Limited Commission)*
  - *Complaints received against employee including disposition*
- Each enforcement officer shall maintain a daily log book of conversations, complaints and unusual circumstances that occur while performing work duties. The log book shall be kept current and up to date at the end of each shift. In addition, each enforcement officer shall include in the daily activity log the following;
  - *Number of citations by type of violation and by location*
  - *Number of warnings*
  - *Number of impounds*
  - *Location and hour of handicap parking enforcement*

- *Number of parking related service request from citizens*
- *All of the above are to be reported by day, date, hour and location*

- Contractor shall keep all record as listed above for at least three (3) years following the expiration or termination of the agreement. Contractor shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City to assure easy access and reference e to the records and shall make all records available for inspection and copying by the City during business hours.
- Contractor shall be responsible to summarize on a monthly basis, total work hours, patrol and non-patrol, customer service hours and records of court time. This summary will also include a cumulative total of unused non-enforcement hours.
- Contractor shall provide on a monthly summary, all ticket activity including number of tickets issued by infraction type, by location, and a list of voided tickets with reason for voiding. Contractor shall only void tickets after approval from the City's Municipal Court Judge
- Contractor shall provide a monthly summary of the statistical usage of the Hargadine parking structure
- Monthly reports shall be provided to the City at a date mutually agreed upon in the final contract.

3.7 City Rights

- City can establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes that result in fewer hours of enforcement will be credited to the City at the hourly billing rate. Any changes that result in additional hours beyond those that are required by the then current contract shall be billed at the hourly billing rate
- City can set all hours of enforcement operations and approve daily and weekly assignment schedules
- City can modify, alter, add delate or replace any:
  - City supplied forms and or equipment
  - Procedures, instructions and coded during the contract term
  - Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement
- City can approve or disapprove of any employee employed by contractor and to test all new employees before issuing enforcement authority and to withdraw the enforcement authority of any personnel permanently or temporarily when such action is in the best interest of the city
- City can request removal of any employee when continued employment would be detrimental to the best interest of the City. City shall provide such request in writing

SECTION 4 - EVALUATION CRITERIA

Written proposals will be evaluated and scored, and a contract may be awarded, based upon the proposer's qualifications and experience as described below:

4.1 Project Approach (20 Points Possible)

Provide a description of your Proposer's approach to management of the City's parking enforcement program as outlined in the Section 3, Scope of Services.

4.2 Project Team Experience, Quality of Service (50 Points Possible)

Provide a breakdown of contractor's ability to perform services as reflected by technical training, education, general experience, specific experience in providing parking enforcement services reflected in this RFP. Describe the experience and qualifications of proposed manager. Provide information regarding key staff members who are anticipated to perform services. Describe team

member's roles, specialized expertise and relevant project experience of key staff. Also, include a brief description of the proposer's resources. Include descriptions of parking enforcement experience including previous municipal work. Include customer feedback received (if any) and references (name, title, phone, email).

4.3 Fee Schedule (unit costs) (30 Points Possible)

Proposer shall provide a detailed breakdown of costs for anticipated scope of services

4.4 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

4.5 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Team Experience, Quality of Service	50	
3.	Fee Schedule	30	
4.	Termination for Default	P/F	
	Total	100	

SECTION 5 - EVALUATION PROCESS AND CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written proposals is 100 and an additional 100 points may be scored through the interview process.

5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of this RFP nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 Right of Rejection

Proposers must comply with all terms of this RFP, City Rules, and all applicable local, state, and federal laws, administrative rules and regulations. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer, and the proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest. The City may cancel this procurement or reject any or all proposals in accordance with ORS 279B.100.

A proposal from a debarred or suspended Proposer shall be rejected.

5.3 References

City reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

City reserves the right to check any and all sources for information and to include sources for information and to include sources other than the references provided in the Proposer's proposal. City may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

5.4 Responsibility

City reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

The City reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of the request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 Interviews

The outcome of the proposal evaluations *may* result in the placement of Proposer on an interview list (short-listed). Should the City elect to hold interviews, the total additional points possible for the interview will be **100**.

The City may invite up to three (3) of the highest-ranked Proposers to interview. The Proposer's Key Persons, as identified by the City, shall be prepared to attend the interview within five (5) business days of notification by the City, and shall be prepared to answer questions provided with the invitation to interview letter and any other questions asked at the time of the interview. They should also be prepared to discuss the Proposer's proposed project approach.

5.7 Finalist Selection

The Proposer with the highest total score as a result of written proposal scoring and interview scoring, if conducted, will be considered the finalist, and all other Proposers will be ranked according to next highest score, etc.

5.8 Ties among Proposers

If the City determines, after the evaluation of Proposers, that two or more of them are equally qualified to be the finalist, the City may select a candidate through any process that the City believes will result in award of the contract in the best interest of the City, taking into account the scope, complexity and nature of the services to be performed. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the public contracting process.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the finalist, and send a copy of the written notice to all Proposers.

5.10 Contract Negotiation

After issuance of the Notice of Intent to Award, the City will begin negotiating the details of the scope of work with the highest ranked Proposer in order to obtaining written agreement on:

a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
c) Any other provisions City believes to be in the City's best interest to negotiate.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a contract. If negotiations with any Proposer do not result in a contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation.

Nothing precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

5.11 Protest Procedures

City shall provide to all Proposers a copy of the Notice of Intent to Award that City sent to the highest-ranked Proposer. A qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest-ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest-ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of this RFP or because all higher-ranked Proposers otherwise are not qualified to perform the services described in this RFP.

Eligible Proposers protesting the City's Notice of Intent to Award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

a) Protests must be received within seven (7) days after issuance of the Notice of Intent to Award the Contract. City will not consider late protests.

b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City

c) Protests based on procedural matters will not be considered.

d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid of proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.

e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Manager within three (3) business days of issuance of the Public Works Director's determination (response).

f) The City Manager will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.

g) If the determination of the City Manager is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Manager within two (2) business days of issuance of the City Manager's written determination.

h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Manager on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all administrative remedies before seeking judicial review of the City's Notice of Intent to Award the contract.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Services Agreement, in substantially the form as found in Appendix A of this RFP.

SECTION 6 - CONTRACT

6.1 Contract Form

The contractor selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined in this RFP. Unconditional refusal to accept contract provisions will result in proposal rejection.

Contract Duration –

- Three (3) years from original date of contract approval by the City Council
- Two (2), optional one (1) year extensions
- Maximum contract duration is five (5) years

Contract Payment – Contingent upon City's need, contractor's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2018 ($15.12 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds $21,127.46 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of $21,127.46.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

6.2 Business License Required

The selected contractor must have or acquire a current City of Ashland business license prior to conducting any work under the contact.

6.3 Insurance Requirements

Contactor shall at its own expense provide the following insurance:

a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates and endorsements prior to commencing work under the contact. The certificate will specify all of the parties who are additional insures. The contractor's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - INSTRUCTIONS TO PROPOSERS

7.1 General

All proposals and any resulting contracts are subject to Chapters 279A and 279B of the Oregon Revised Statutes, and Chapter 2.50 of the Ashland Municipal Code..

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through

ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten 12-point font minimum.
- Except for proposer attachments, proposal form and resumes, the proposal shall contain no more than 8 pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile proposals shall be accepted.
- The electronic submission of a proposal will not be permitted.
- To be considered, all proposals must be received by the City prior to the hour and date of the advertised proposal closing.
- A total of six (6) originals (wet signatures), and complete proposals shall be submitted to the City prior to the advertised date and time set for closing.
- 1 digital copy of all submitted documents on CD or thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this RFP.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's interest to do so. Proposers responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

7.7 Definitions

For the purpose of this RFP:

"Agency" or **"City"** means City of Ashland.

"Business days" means calendar days, excluding Saturdays, Sundays, and all City recognized holidays.

"Calendar days" or **"days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Engineering Department

"Manager" means the City of Ashland Project Manager

"Proposers"- All Proposers submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Contractor".

"Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

"Services" means the services to be performed under the Contract by the Contractor.

"Statement of Work" means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City's Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarifications to this RFP or the attached terms and conditions, will be issued by an official addendum. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form.

Any addenda issued by the City seventy-two (72) hours or more before the scheduled date and time set for closing time, excluding Saturdays, Sundays and legal holidays, shall be binding upon the proposer. The City may elect to email addenda to registered proposers but will do so as a courtesy only. All official addenda will be issued through ORPIN, and it shall be the proposer's sole responsibility to acquire any and all addenda pertaining to this RFP. The proposer is advised to monitor the ORPIN site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification, or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the date and time set for closing.

A proposer's written protest must contain the following:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Proposal No. **2023-06**
City of Ashland Public Works Dept.
ATTN: Scott Fleury, P.E., Public Works Director
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this requirement, the City may extend the date and time set for closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

7.10 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.11 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the RFP closing time. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.12 Proprietary Information

The City is subject to the Oregon Public Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, unless expressly exempt from disclosure. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The entire RFP cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- This statement shall be inserted in the place where the requested information was to have been placed.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the Proposer. If the Proposer disagrees with the City's decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

7.13 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.14 Proposal Opening

Unless otherwise provided by Law or Rule, proposals received in response to this Request for Proposals shall be publicly opened at scheduled closing date and time at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the RFP opening shall be informed only of the names of the Proposers submitting proposals. No other information shall be available and no copies of the proposals shall be made. Award decisions will NOT be made at the opening.

SECTION 8 - **PROPOSAL FORM**

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- ☐ RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- ☐ SECTION 8 – Proposal Form
- ☐ Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes___ No____. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: ___

Each Bidder must identify whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

The Bidder is _____ or is not _____ a resident Bidder as defined in ORS 279A.120.

Each Bidder must identify whether the Bidder is an "independent contractor" as defined in ORS 670.600

I certify _____ that I am an independent contractor as defined in ORS 670.600.
Signature

PROPOSER INFORMATION:

_____
Proposer Company Name

_____

Company Address (from which work will be performed)

_____	_____	_____
Telephone Number	Fax Number	FEDERAL ID NUMBER

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

APPENDIX A – **CONTRACT FORM**
APPENDIX B – **CITY OF ASHLAND LIVING WAGE**
APPENDIX C – **FORM W-9**

GOODS & SERVICES AGREEMENT

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	PROVIDER: PROVIDER'S CONTACT: ADDRESS: PHONE:

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

1. PROVIDER'S OBLIGATIONS

1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Provider shall immediately notify the City of any change in insurance coverage
- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and

- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

2.1 City shall pay Provider the sum of $XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of $XXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

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

3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.

3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX (Request for Proposals, etc.) dated XXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

5. REMEDIES

5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until XXXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:
City of Ashland – XXXXXX Department
Attn: XXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-XXXX

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:
Provider's name
Attn: XXXX
XXXXXXX

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and

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

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and

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

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

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

CITY OF ASHLAND:

By: _____
City Manager

_____
Printed Name

_____
Date

XXXXXXXXXXXXXXXXX (PROVIDER):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Date

EXHIBIT B

City of Ashland

LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$18.12 per hour, effective June 30, 2023.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **$25,335.05**.
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF ASHLAND

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

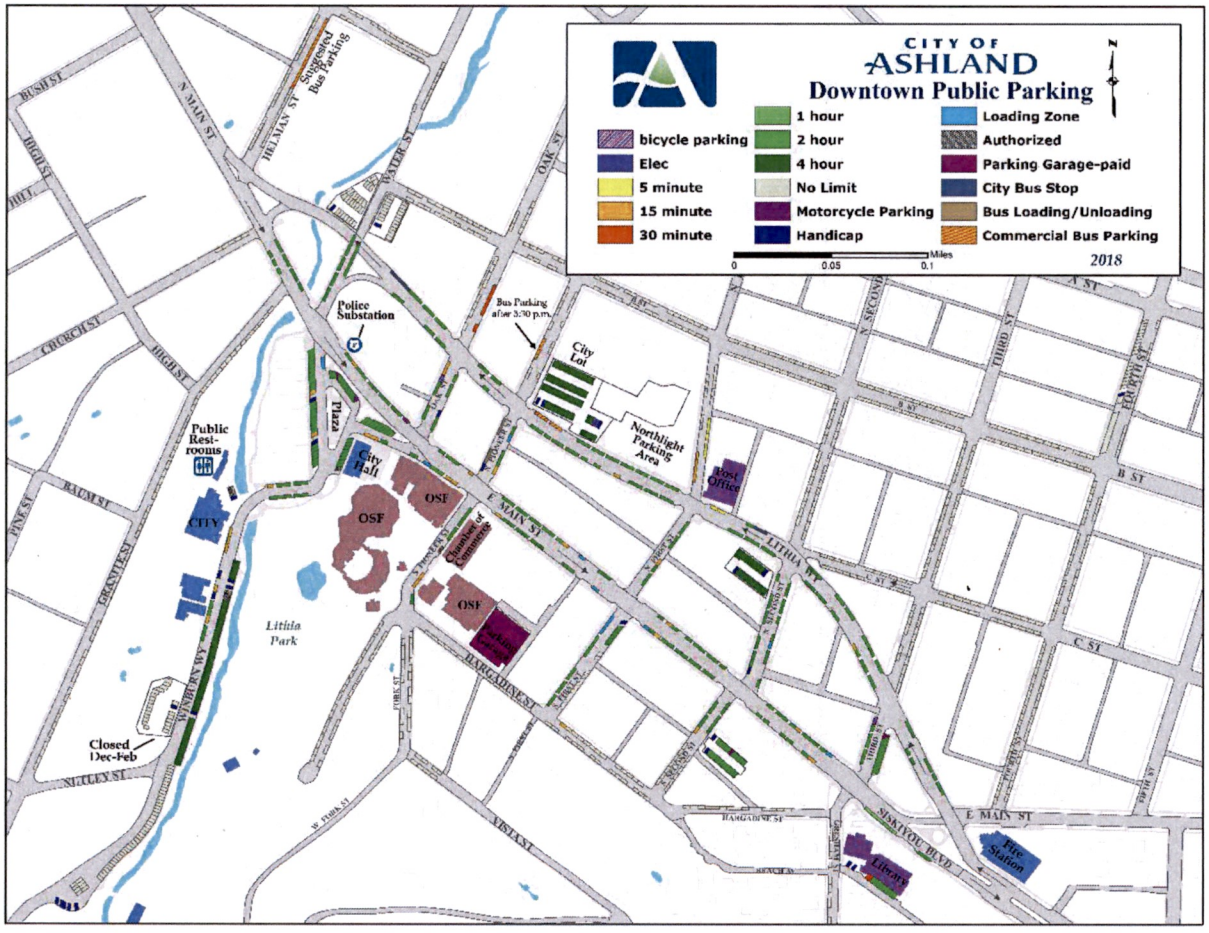
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPENDIX D – **ENFORCEMENT BOUNDARY MAP**




A ST
WATER ST
OAK ST
N PIONEER ST
N FIRST ST
N SECOND ST
THIRD ST
FOURTH ST
B ST
Bus Parking after 5:30 p.m.
City Lot
Police Substation
Northlight Parking Area
Post Office
C ST
LITHIA WY
Plaza
City Hall
E MAIN ST
SISKIYOU BLVD
Fire Station
Library
CITY OF
ASHLAND
Downtown Public Parking
bicycle parking
Elec
5 minute
15 minute
30 minute
1 hour
2 hour
4 hour
No Limit
Motorcycle Parking
Handicap
Loading Zone
Authorized
Parking Garage-paid
City Bus Stop
Bus Loading/Unloading
Commercial Bus Parking
2018

APPENDIX E – **AMC 11 PARKING REGULATIONS**

Chapter 11.26
PARKING REGULATIONS

Sections:

11.26.010 Application of State law
11.26.020 Prohibitions
11.26.030 Exceptions to Prohibitions
11.26.040 Obstructing Enforcement
11.26.050 Abandoned Vehicles
11.26.060 Storing Vehicles
11.26.070 Loading Zones
11.26.080 Buses or Taxis
11.26.090 Penalties
11.26.100 Restricted Parking Areas, Hours and Limits
11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants

11.26.010 Application of State law

The requirements in this Chapter 11.26 are to be applied in conformance with ORS 221.275, ORS 221.277, ORS 221-285-287, and ORS 221.333, which are incorporated herein by reference.

11.26.020 Prohibitions

In addition to the parking prohibitions in the motor vehicle laws of Oregon, no person shall:

1. Except where the street is marked or where officially indicated otherwise, stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb or, if no curb, as close as possible to the edge of the shoulder;

2. Park on a street or in a City parking lot in a manner or at a time prohibited by official signs;

3. Park on a street or in a City parking facility longer than the time specified by applicable official parking signs:

    a. The period of time so specified shall begin when the vehicle is parked in a particular limited time zone on a particular block face; and

b. The period shall be terminated when the vehicle is moved and parked on a different block face, at which time a new period shall begin as stated in subsection 3.a of this section;

4. Park so as not to be entirely within the painted lines of a single parking space;

5. Park within an area marked off by traffic markers or by painted curb or pavement;

6. Park within 10 feet of a fire hydrant or within 30 feet of a fire station;

7. Park in a street intersection, including the area used for crosswalks, or upon a sidewalk, or upon a bicycle path;

8. Park upon a bridge, viaduct, or other elevated structure used as a street, or within a street tunnel, or upon any parkway, unless marked or indicated by official signage otherwise;

9. Park across or within the entrance to an alley or driveway;

10. Park in an alley, except to load and unload persons or materials for not longer than 20 consecutive minutes in any two-hour period;

11. Park in an unimproved portion of the front setback of any structure in any residential zoned district;

12. Park on any public right-of-way with expired vehicle registration;

13. Park on any public right-of-way with the principal purpose of:

a. Displaying the vehicle for sale;

b. Washing, greasing, or repairing the vehicle, except repairs necessitated by an emergency; or

c. Selling merchandise from the vehicle, except in an established marked place or when so authorized or licensed under the ordinances of this City;

14. Park, stand or stop a truck or bus on a public street or in a public parking area with its engine running, if such engine emits exhaust fumes into the air. Vehicle engines shall be turned off when loading and unloading passengers or merchandise. This subsection shall not apply to:

a. An engine running for less than five minutes;

b. A vehicle in the moving traffic lane waiting to move with the normal flow of traffic;

c. An engine needed to operate equipment used to load or unload merchandise; or

d. Emergency vehicles, utility company vehicles, or any construction and maintenance vehicles which have engines that must run to perform needed work; or

15. Use a parking lot owned by the City for purposes other than parking of a vehicle as defined in ORS 801.590 unless otherwise permitted by special use permit issued by the City Administrator's Office. (Ord. 3141, amended, 04/18/2017)

11.26.030 Exceptions to Prohibitions

Notwithstanding prohibitions stated in Section 11.26.020, parking prohibitions do not apply:

1. On days or in areas City Council has designated by resolution as exempt from posted parking time limits;

2. To official City, state or federal vehicles necessarily in use for construction or repair work, or to a vehicle with a Special Permit for Delivery, Maintenance or Construction or to federal or private vehicles primarily used for the collection, transportation, or delivery of mail and parcels;

3. To vehicles used in official public improvement projects in accordance with the terms of a public contract or official permit.

11.26.040 Obstructing Enforcement

1. No person shall erase, remove or otherwise conceal any mark made on a motor vehicle tire by a person acting within authorization by the City to enforce any provisions of Chapter 11.26.

2. No person shall discard, mutilate, or destroy any summons or complaint or citation formally issued for violation of any provisions of Chapter 11.26, if the matter complained of has not been finally resolved by the court having jurisdiction over the summons or complaint.

11.26.050 Abandoned Vehicles

1. It is unlawful to park, store, leave, or permit the parking or storing of an abandoned vehicle upon any public or private property within the City for a period of time in excess of 72 hours, unless the vehicle is (1) completely enclosed within a building; or (2) stored in connection with a lawful business enterprise allowed to store such vehicles outside.

2. If the owner of an abandoned vehicle or the private property owner or lessee responsible for placement, or allowing for or assisting in the placement of the subject vehicle in front of or contiguous to his or her real property fails to remove the vehicle after notice is provided as required in ORS 819.170, then the Chief of Police or the Chief's designee may tow the vehicle and dispose of it in accordance with ORS 819.110(1)(a), 819.110(2)-(5) and ORS 819.120 through ORS 819.280.

11.26.060 Storing Vehicles

1. Except as otherwise provided, no person owning or controlling an oversized vehicle shall cause or permit it to be parked within any public right-of-way for longer than 24 consecutive hours.

   a. An Oversized vehicle may be legally parked on a public right-of-way in front of or contiguous to the vehicle owner's dwelling, provided it meets all of the following criteria:

A. Is not parked for more than 72 hours;

B. Does not constitute a hazard to traffic on public streets;

C. Does not restrict vision of motorists on a public street;

D. Does not obstruct view from any other property;

E. Has a currently valid license or registration;

F. Is operable, including adequate tires; and

G. Is attached to a vehicle if required for movement of the oversized vehicle.

b. To comply with the 72 hour time restriction, an oversized vehicle must be moved more than 100 feet from the parked location at which the 72 hour time period has expired.

2. It is unlawful for any person to park or store any personal vehicle on any public right-of-way:

a. For more than 72 hours, and

i. In a manner that results in the accumulation of debris around or under the vehicle or in a condition that prevents it from being driven, including flat tires; or

ii. The personal vehicle is being used primarily as a container for the storage of personal items in or on the vehicle.

11.26.070 Loading Zones

1. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials, freight, or passengers in a place designated as a loading zone during the hours when the provisions applicable to loading zones are in effect. A stop for loading and unloading of passengers and personal baggage must not exceed 5 minutes. A stop for loading or unloading of materials must not exceed 15 minutes.

2. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious loading or unloading of passengers in a place designated as a passenger loading zone during the hours when the provisions applicable to passenger loading zones are in effect.

11.26.080 Buses or Taxis

The driver of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than at a bus stand, except that this provision shall not prevent the driver of a taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers or from parking in compliance with sections 11.26.020 through 11.26.030 of this chapter.

11.26.090 Penalties

Violation of any provision within 11.26.010 to 11.26.090 is a Class II violation, punishable in accordance with AMC 1.08.020, and the vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS 819.110 – ORS 819.280, or as may otherwise be provided in this chapter.

11.26.100 Restricted Parking Areas, Hours and Limits

1. Parking areas, effective hours, and time limits shall be established by traffic regulations promulgated and published by the City Administrator as authorized in section 11.12.010 to 11.12.050.

2. *City Parking Lot.* Parking in any parking lot owned by the City shall be restricted and controlled under the authority of the City Administrator.

11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants

After the City posts a notice of violation on the vehicle parked in violation of this chapter, the owner or operator of a vehicle is subject to the fines and other penalties provided in this chapter, and such vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS 819.110 – ORS 819.280, or as may otherwise be provided in this chapter.

1. *Penalties for parking violations.*

   a. *Fines.* Presumptive fines for each parking violation and enhanced penalties for multiple parking violations within any calendar year shall be established by resolution of the City Council.

      1. A presumptive fine is the fine amount imposed against a person who pleads no contest to or is otherwise found guilty of a violation and is separate from and in addition to other penalties or charges provided herein, including any penalties for multiple parking violations.

      2. A presumptive fine for a parking violation under this section will be imposed unless the court finds reasonable grounds for either increasing or reducing the fine.

      3. Fines shall include the original ticketed amount and any enhanced penalties, if such penalties are established.

2. *Immobilizer (boot) Installation and /or Towing.*

   a. When a registered owner of a motor vehicle has either (1) five or more outstanding unpaid City of Ashland parking violations on any number of motor vehicles, or (2) a City of Ashland parking violation, or any number of such violations, with a total unpaid balance that exceeds $150, regardless of the number of motor vehicles involved, then any City enforcement official is authorized, directed and empowered to immobilize such a

motor vehicle or vehicles found upon a public street within the City or in a City off-street parking lot by installing on or attaching to the motor vehicle a device designed to restrict the normal movement of the vehicle. In the alternative, or in addition to immobilization, after 24 hours has elapsed, any City enforcement official authorized, directed and empowered to order such vehicle towed, by a licensed tow company under contract with the City or its designee, as applicable.

b. For purposes of this section, bail or fine shall be outstanding on a citation when the citation is issued and shall remain outstanding until the bail is posted or the fine is paid.

c. Ten days before immobilizing or towing a vehicle according to the provisions of this section, the City, or the City's contracted parking enforcement service provider shall post a notice on the vehicle or mail a notice by certified mail, return receipt requested, to the registered owner of such vehicle as shown by the records of any relevant state motor vehicles department notifying the owner that the motor vehicle or vehicles may be immobilized and/or towed if outstanding parking bail or fines have not been paid within ten days after posting or mailing of the notice.

d. If the vehicle is so immobilized, the person who installs or attaches the device shall conspicuously affix to the vehicle a written notice on a form approved by the City, advising the owner, driver, or person in charge of the vehicle that it has been immobilized pursuant to this section and that release of the vehicle may be obtained upon full payment of the outstanding balance owed to the contracted parking enforcement service provider. The notice shall also specify that the vehicle is subject to tow.

e. In the event the vehicle is towed, the person who orders the tow, shall send by certified mail, return receipt requested, a notice advising the registered owner of the vehicle that it has been towed pursuant to this section and that release of the vehicle may be obtained upon receipt by the towing company of full payment of the outstanding balance owed.

f. A vehicle towed and impounded pursuant to this section shall be held at the expense of the owner or person entitled to possession of the vehicle. Personnel, equipment and facilities of private tow companies under contract with the City or the contracted parking enforcement service provider may be used for the removal and storage of the vehicle.

3. *Warning Letter, Show Cause, and Warrants.*

a. *Warning Letter.* The Ashland Municipal Court may choose to send a warning letter by first class mail informing defendants they have outstanding parking tickets and that their attendance is necessary at a preliminary hearing before issuing a show cause order and warrant.

b. *Show Cause.* The Ashland Municipal Court may issue an order that requires a defendant to appear and show cause why the defendant should not be held in contempt of court, including contempt for failure to appear as ordered or failure to comply. The show cause order shall be mailed to the defendant by certified mail, return receipt requested, no less than ten days prior to the appearance date; alternatively service may be made by any other recognized method, such as personal service according to the same timeframe.

c. *Warrant.* If the defendant is served and fails to appear at the time specified in the show cause order, the court may issue an arrest warrant for the defendant for the purpose of bringing the defendant before the court. (Ord. 3122, amended, 2016)

The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

Disclaimer: The City Recorder's office has the official version of the Ashland Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.ashland.or.us
City Telephone: (541) 488-5307
Code Publishing Company

Parking Fees - as per Resolution 2016-14

Charging Fees for Electric Vehicles:	$0.20/kWh

Paid Parking Fees (where applicable):

City structure or lot:	
6:00 a.m. - 6:00 p.m. (or segment)	$2.00
6:00 p.m. - 2:00 a.m. (per hour)	$2.00
6:00 a.m. - 2:00 a.m. (maximum)	$10.00
Parking permit (where applicable in City structure or lot)	
6:00 a.m. - 6:00 p.m. Monday - Saturday (unless otherwise posted)	$30.00

Other Downtown Parking Area Fees:

Short Term (<30 minutes) unloading from "marked" business vehicle with flashers	No charge
Daily parking permit (Orange): 1st day or fraction of day	$10.00/day
Additional days (limited to 5 days; no charge on Sunday or federal holidays)	$2.00/day

- Applicable permits/licenses must be current
- Limit of two permits per business address at a time
- Each permit is good for one parking space
- Not applicable to handicapped or short term spaces equal to or less than 15 minutes, green loading zones, fire or other restricted areas.

Parking Fines and Fees (city-wide):

Basic fine for overtime, improperly parked, non-payment, etc.	$22.00
Additional fine for receiving 3 or 4 tickets in a calendar year	$25.00
Additional fine for receiving 5 or more tickets in a calendar year	$50.00
Parking fine for Handicap Space violation	$190.00 (or as set by state law)
Disabling / Boot Removal Fee; available as negotiated by the City with tow company for 24-hour availability	$85.00

Alissa Kolodzinski

From: [redacted]
Sent: Tuesday, April 02, 2024 6:53 AM
To: City Council
Subject: Cease and desist 5G

[EXTERNAL SENDER]

Notice and Demand to Cease and Desist 5G deployment

To: The Chair and all Commissioners of the
Oregon Public Utility Commission
201 High Street SE, Suite 100
Salem, OR 97301-3398
Emailed to: puc.commission@puc.oregon.gov

Notice to Agent is Notice to Principal

Monday April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The Public Utility Commission and other third party interest.

The Fiduciary obligation and Duty of the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The laws of the State of Oregon mandate a Public Input Process that is well defined*** though willfully ignored by the Public Utility Commission of Oregon, the City of Ashland and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance ** Telecommunications Updates for Small Wireless Facilities (5G)"** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out with a "Dispute Resolution based Consensus Process with a Predetermined Outcome". Consensus based Process*** models ***use a well-documented formula for achieving a predetermined outcome,*** and in this formula is a category identified by

the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome. When many other legitimate scientific sources are considered there is a high probability of significant threat to the Health , Safety, and Welfare of the residents of the City of Ashland and the State of Oregon. This entire process was not disclosed to the Residents of the City of Ashland, when in fact ***the law mandates a Public Input Process that is well defined and is being disregarded by all participants in this Consensus Based Process.***

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any ***"Small Wireless Facilities (5G) technologies"*** due to overwhelming liability. The FCC, OPUC and the City of Ashland areattempting to deploy a dangerous technology that is not insured, there is a high probability of significant threat to the Health, Safety, and Welfare of the

residents of the Ashland and our entire Nation. Throughout the past several years in many public policy statements the governors of Oregon have expressed a compliance with consistent policy directions of using a ***"Dispute Resolution based Consensus process with a Predetermined Outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare of the public throughout the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the Public Utilities Commission of Oregon and by The City of Ashland.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the Public Utility Commission of Oregon, as well as The State of Oregon, as well as the FCC.
It can only be concluded that this entire ***"Consensus Process"*** that has been used constitutes a broad based scheme of artifice that does not give consent to or allow the "roll-out "or installation for "***Small Wireless Facilities (5G)"*** – done by the City of Ashland and reliant upon authority given by the Public Utility Commission of Oregon to deploy a most dangerous technology Statewide without public input.

The City Council of the City of Ashland in their consideration of this action is an attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024". This action in itself constitutes*** a potential threat of harm to the residents of the City of Ashland as well as surrounding areas of the State of Oregon. The approval would allow placement of these facilities at ever increasing levels of saturation that ultimately will have a detrimental effect on the people, properties and the Health, Safety and Welfare of the people of the City of Ashland and within the State of Oregon, will potentially allow for further devaluation of all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and is documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitutes an unlawful infringement and harm besides having no lawful authority to proceed.

I therefore respectfully demand the Chair and Commissioners to take action and immediately rescind the authority previously given to the City of Ashland, due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of Statutory Laws of the State of Oregon.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

These actions in their entirety are a clear violation of the protections and rights granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.

By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have an Obligation, Duty, and responsibility to protect the Public from. Further, what you are doing or allowing to be done makes you privately liable.

** The City of Ashland originally posted Ordinance involved as 3231, and now posted it asOrdinance 3234. ***This document pertains to any Ordinance or actions regarding the matterreferred to here.***

Most Respectfully,
suzia Aufderheide

Susan M. Aufderheide
UCC 1-308 with All Rights Reserved
[redacted]

Sent from my iPad

Alissa Kolodzinski

From: [redacted]
Sent: Tuesday, April 02, 2024 6:46 AM
To: City Council
Subject: Notice to principal

[EXTERNAL SENDER]

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The law of the State of Oregon mandates a Public Input Process that is well defined*** though willfully ignored by the City of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)"** ** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome"*** and using this ***Consensus process model and its predetermined outcome*** **was not disclosed** to the Residents of the City of Ashland. ***Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome,*** and in this formula is a category identified by the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome, and in fact ***the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.***

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of the Statutory Law of the State of Oregon.

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any "***Small Wireless Facilities (5G) technologies"***due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the

governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire "***Consensus Based Process***" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected**. ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the internet and the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

This is a clear violation of the protections granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.
By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have a Obligation, Duty, and responsibility to protect the Public from. Further what you are doing or allowing to be done makes you privately liable.

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Most Respectfully,
suzia aufderheide

Susan M Aufderheide

UCC 1-308 with All Rights Reserved

[redacted]

Notice and Demand to Cease and Desist 5G deployment Certified Mail #: 7022 2410 0001 5135 1424/N&D-C&D 5GD/SN 3-28-2024:

Sent from my iPad

Alissa Kolodzinski

From: James Yang [redacted]
Sent: Tuesday, April 02, 2024 4:29 AM
To: legal_division; City Council; puc.commission@puc.oregon.gov
Subject: Cease and desist 5G deployment notice

[EXTERNAL SENDER]

Notice and Demand to Cease and Desist 5G deployment

To: The Chair and all Commissioners of the
Oregon Public Utility Commission
201 High Street SE, Suite 100
Salem, OR 97301-3398
Emailed to: puc.commission@puc.oregon.gov
Also mailed via Certified Mail #:

Notice to Agent is Notice to Principal

Monday April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The Public Utility Commission and other third party interest.

The Fiduciary obligation and Duty of the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The laws of the State of Oregon mandate a Public Input Process that is well defined*** though willfully ignored by the Public Utility Commission of Oregon, the City of Ashland and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance ** Telecommunications Updates for Small Wireless Facilities (5G)"** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out with a "Dispute Resolution based Consensus Process with a Predetermined Outcome"***. ***Consensus based Process*** models ***use a***

well-documented formula for achieving a predetermined outcome, and in this formula is a category identified by

the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome. When many other legitimate scientific sources are considered there is a high probability of significant threat to the Health , Safety, and Welfare of the residents of the City of Ashland and the State of Oregon. This entire process was not disclosed to the Residents of the City of Ashland, when in fact ***the law mandates a Public Input Process that is well defined and is being disregarded by all participants in this Consensus Based Process.***

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any ***"Small Wireless Facilities (5G) technologies"*** due to overwhelming liability. The FCC, OPUC and the City of Ashland are attempting to deploy a dangerous technology that is not insured, there is a high probability of significant threat to the Health, Safety, and Welfare of the residents of the Ashland and our entire Nation. Throughout the past several years in many public policy statements the governors of Oregon have expressed a compliance with consistent policy directions of using a ***"Dispute Resolution based Consensus process with a Predetermined Outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare of the public throughout the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the Public Utilities Commission of Oregon and by The City of Ashland.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the Public Utility Commission of Oregon, as well as The State of Oregon, as well as the FCC.
It can only be concluded that this entire ***"Consensus Process"*** that has been used constitutes a broad based scheme of artifice that does not give consent to or allow the "roll-out "or installation for "***Small Wireless Facilities (5G)"*** – done by the City of Ashland and reliant upon authority given by the Public Utility Commission of Oregon to deploy a most dangerous technology Statewide without public input.

The City Council of the City of Ashland in their consideration of this action is an attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024". This action in itself constitutes*** a potential threat of harm to the residents of the City of Ashland as well as surrounding areas of the State of Oregon. The approval would allow placement of these facilities at ever increasing levels of saturation that ultimately will have a detrimental effect on the people, properties and the Health, Safety and Welfare of the people of the City of Ashland and within the State of Oregon, will potentially allow for further devaluation of all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and is documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitutes an unlawful infringement and harm besides having no lawful authority to proceed.

I therefore respectfully demand the Chair and Commissioners to take action and immediately rescind the authority previously given to the City of Ashland, due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of Statutory Laws of the State of Oregon.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

These actions in their entirety are a clear violation of the protections and rights granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.

By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have an Obligation, Duty, and responsibility to protect the Public from. Further, what you are doing or allowing to be done makes you privately liable.

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Most Respectfully,
James Yang

UCC 1-308 with All Rights Reserved
[redacted]

Dear Ashland Mayor and Councilors,

I applaud the Precautionary Principles you claim to uphold. These principles are based on sound scientific evidence, so that no harm will result from innovations. Regarding the 5G cell tower issue, where are the updated safety studies? Telecom only has 1996 studies (when smartphones didn't exist!) Your draft ordinance is like an experiment in coercion, which is unacceptable. You have the solution in front of you: Accept a delay - moratorium - on voting, invite a cooperative discussion between government, residents and Mr. Andrew Campanelli, who points out that your draft ordinance does not have provisions for:

-Factual determinations you are required to obtain (by federal law) when applying for wireless facility applications.

-Property owners cannot object, especially if a site a developer claims to be a 'public utility'.

-There are no provisions for ASHLAND FIRE SAFETY. We live in a HIGH-RISK ENVIRONMENT FOR FIRE. Cell tower fires are usually caused by faulty / damaged wiring.

Why can't the Campanelli ordinance supplement what is missing from your draft ordinance? Otherwise, you will have no recourse whatsoever!

I've learned residents are sending a notice and demand letter, to both the city and the public utilities commission, to cease and desist implementation of a public input process that has a predetermined outcome. The majority of our concerns have not been considered by the City Council, so now we have concerned people challenging the public utilities and the city of Ashland regarding violation of provisions of OR. revised statutes that require an impartial and fair public input process.

Thank you for your attention. Please commit to protecting the Ashland Council and all Ashland residents.

-Angelika Thusius

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Monday, April 01, 2024 10:05 PM
To: City Council
Subject: City Council Contact Form Submitted

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Gillian McManus**
[redacted]
Subject: **Cell tower near schools**
Message: **The dangers of cell towers to people exposed continually has been proven. Exposure to radiation has been shown to lead to a litany of effects from mild to severe, including insomnia, brain fog and confusion, dizziness, skin problems, vomiting, tinnitus, behavioral changes, neurological problems, brain cancer, hormonal changes, tachycardia and atrial fibrillation, broken DNA and brain cancer. College students in San Diego died in dorm rooms in line with the tower at the University. Children's brains taken in more electromagnetic energy than adults, and effects are cumulative. Please heed these warning and protect your children and residents from unnecessary and involuntary assault from pulsed microwave radiation. For more background on wireless effects, please watch this film: https://rumble.com/v38adwa-take-back-your-power-smart-meter-documentary-2017.html Thank you. Member of New Yorkers for Wired Tech**

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

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #: appears on hard copy
Return Receipt:#

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

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The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The law of the State of Oregon mandates a Public Input Process that is well defined*** though willfully ignored by the City of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)"** ** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome"*** and using this ***Consensus process model and its predetermined outcome*** **was not disclosed** to the Residents of the City of Ashland. ***Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome***, and in this formula is a category identified by the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome, and in fact ***the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.***

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of the Statutory Law of the State of Oregon.

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any "***Small Wireless Facilities (5G) technologies"*** due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire "***Consensus Based Process***" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the internet and the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

This is a clear violation of the protections granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.
By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have a Obligation, Duty, and responsibility to protect the Public from. Further what you are doing or allowing to be done makes you privately liable.

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Most Respectfully,

Susan Graves

Susan Graves
UCC 1-308 with All Rights Reserved

[redacted]

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Monday, April 01, 2024 8:47 PM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Brenda B. Gould**
[redacted]
Meeting Date : **April 2, 2024**
Type of Testimony: **WRITTEN**
Written Testimony: **It is passed time for our city to call on our Congressional Delegation to insist upon a an immediate and lasting ceasefire in Israel/Palestine. Ashland is a peace loving and human rights concerned community. We proudly start each year with a huge MLK day celebration and go on to celebrate diversity and social justice throughout the year in our parades and plaza rallies and in Lithia Park when we remember the Hiroshima and Nagasaki anniversary each August. Hamas' horrifying attacks on Oct 7 killed nearly 1200 Israelis, injured thousands more, and decimated whole communities. Israel immediately began a devastating military assault and laid siege to Gaza, blocking food, water, medicine and other essentials from entering. Since then the US has provided billions in bombs and fighter jets along with intelligence that Israel has used to kill more than 33,000 Palestinians (not to mention the 8000 plus Palestinians still buried under the rubble). For nearly six months, the US has enabled Israel?s destruction of Gaza including most hospitals, schools and roads. Shielded from any accountability by Washington, Israel has blocked UNRWA and other aid groups from delivering food, water and medicine to Gaza; targeted and killed healthcare workers and journalists; and shut down the internet. Famine is now escalating in Gaza and children are being starved to death. The President must tell Netanyahu to stop committing war crimes and to agree to a permanent ceasefire which will facilitate the return of the surviving hostages and the restoration of life to some two million civilians in Gaza. Netanyahu must be pushed since he knows that a ceasefire may lead to his toppling from power, leaving him vulnerable to jail/ prison for his crimes in Israel. At the UN last week, the US insisted that the Security Council Ceasefire Resolution wording only be temporary during Ramadan rather than press for a permanent ceasefire. After months of vetoing ceasefire resolutions, the US abstained on the vote while all of the other member nations at the Council voted in favor, and the US allowed the world to pass a temporary ceasefire resolution that will last until Ramadan ends. The resolution passed on March 25, half-way through Ramadan (March 11-April 9), and not without the US erroneously claiming that the ceasefire resolution was not binding under international law. President Biden must be pushed to tell Netanyahu to stop the war. Local politicians empowered by their communities must help move Biden by demanding that our Senators and Congressmen call for a permanent ceasefire.**

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

Alissa Kolodzinski

From: Pamala Joy [redacted]
Sent: Monday, April 01, 2024 8:39 PM
To: City Council
Cc: legal_division; mayor@ashland.or.us
Subject: Cease and Desist 5G deployment

[EXTERNAL SENDER]

1

Notice and Demand to Cease and Desist 5G deployment
Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us

Also mailed via Certified Mail #: 70220410000089643895

Notice to Agent is Notice to Principal

April 1, 2024
For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the

extent to the scope of the
subject matter covered. This Notice and Demand does not limit any summary and plenary
remedies available to anyone but serves as the beginning of the lawful process necessary by
the acts and omission to act of the various principals or those accessory in an effort to arrest
the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in
acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of
The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and
reliable communications supply. The law of the State of Oregon mandates a Public Input
Process that is well defined though willfully ignored by the City of Ashland, the Public Utility
Commission of Oregon, and the FCC. Instead, a falsified public input process has been
substituted to create a false history of public acceptance of the Integrated Resource Plan and
proposed roll-out of the City of Ashland "Ordinance Telecommunications Updates for
Small Wireless Facilities (5G)" ** in the City of Ashland Utilities Company Implementation
Plan. Upon review of pertinent documentation, it is apparent that this entire effort was brought
forth and carried out using a "Dispute Resolution based Consensus process reliant
upon a predetermined outcome" and using this Consensus process

model and its
predetermined outcome was not disclosed to the Residents of the City of Ashland.
Consensus based processes use a well-documented predetermined formula for
achieving a predetermined outcome, and in this formula is a category identified by the term
“Best Available Science”. The entire Small Wireless Facilities (5G) Implementation Plan was
pursued using only the “Best Available Science” that supports a predetermined outcome,
and in fact the law mandates a Public Input Process that is well defined and is being
illegally disregarded by all participants in this consensus based process.

2

Notice and Demand to Cease and Desist 5G deployment

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action
and immediately rescind any authority previously granted to the City of Ashland due to the
willful flagrant violation of the public input laws of the State of Oregon. The continuous
violation of the act of using the Consensus Process allows for the consistent violations of the
Statutory Law of the State of Oregon.
When many other legitimate scientific sources are considered as well

as one of the top
insurance companies in the world, as an example, Lloyds of London according to a released
statement is not issuing Insurance Policies anywhere in the world for any “Small Wireless
Facilities (5G) technologies” due to overwhelming liability. The FCC is attempting to deploy a
powerful technology that is potentially damaging; there is a high probability of significant threat
without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and
our entire Nation States. Throughout the past several years in many public policy statements
the governor of Oregon has expressed a compliance with a policy direction of a “Dispute
Resolution based Consensus process with a predetermined outcome”, this policy
direction goes hand in hand with implementation attempts made by the Federal
Communications Commission that are ultimately disregarding the Health, Safety, and Welfare
comprising the entire country. This policy direction is an unrealistic intrusion by a few
overreaching into the lives of the entire population that is in direct violation of both Federal and
State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.
The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland
and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It
can only be concluded that this entire “Consensus Based Process”

that has been used
constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity
for the public to give actual consent to, or ultimately allow the "roll-out "or installation of "Small
Wireless Facilities (5G)" by the City of Ashland, under authorities administrated by the Public
Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous
technology Statewide without public input.
The City of Ashland in their attempt to Fastrack a "Second Reading - ** Ordinance
Telecommunications Updates for Small Wireless Facilities (5G) by the 2 nd of April 2024"
is a potential harm to the residents of the City of Ashland by allowing placement these facilities
at ever increasing level of saturation that ultimately will have a detrimental effect on the
properties of the people of the City of Ashland and will devalue all properties from the damage
caused by this Small Wireless Facilities (5G) technology to say the least. The Consensus
based Public Input Process involvement by third party beneficiaries or " Stakeholders"
and documented as "Consent" to proceed is hereby rejected. The falsified historical
record of "Stakeholder" meetings construed as Public Comments are also rejected as
no true public consent has been given nor sought. This plan in its conception and further
implementation constitute an unlawful infringement and harm besides having no lawful

authority to proceed.
In further review of pertinent documentation/information there is considerable mention of the
value and use of the accrued information/data via the internet and the Internet of Things that

3

Notice and Demand to Cease and Desist 5G deployment

will be shared among an as of yet undefined number and type of Agencies and or businesses
that have no lawful right to acquire or have access to this information/data.
This is a clear violation of the protections granted all citizens by the Constitution of the United
States as well as the Constitution of the State of Oregon.
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Ordinance 3234. This document pertains to any Ordinance or actions regarding the
matter referred to here.

Most Respectfully,

Rev. Pamala Joy, Founder/Director Ashland Food Angels;
Founder/Director of the Congregation of the Angels of Service

UCC 1-308 with All Rights Reserved



Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Monday, April 01, 2024 7:29 PM
To: City Council
Subject: City Council Contact Form Submitted

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Lisa Allen**
Phone:
Email: [redacted]
Subject: **Urgent Postpone Second Reading 5G Ordinance**
Message: **The City Council should postpone the second reading of their 5G ordinance, pending ordinance collaboration and revision with legal and fire-safety experts at the table. 5G is inherently insecure, won't bridge the digital divide but will exacerbate it (who can afford a 5G phone?), built-in obsolescence (what happens when 6G or 7G comes along, who'll be able to afford new devices/equipment, etc), requires constant maintenance and who'll pay for that? Wired connections are what people want and need. Where's the proven gap in service? What about the health and safety of those with Disabilities wired is the best option to stop those from further harm.**

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

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

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Most Respectfully,

David Todd
UCC 1-308 with All Rights Reserved
[redacted]

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #: 7022 0410 0000 4011 5898
Return Receipt:# 9590 9402 7375 2028 7855 47

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

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Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of the Statutory Law of the State of Oregon.

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any ***"Small Wireless Facilities (5G) technologies"*** due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire "***Consensus Based Process***" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further

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** The City of Ashland originally posted Ordinance involved as 3231, and now posted it as Ordinance 3234. ***This document pertains to any Ordinance or actions regarding the matter referred to here.***

Most Respectfully,

Theodore Allan Susu-Mago

Theodore Allan Susu-Mago
UCC 1-308 with All Rights Reserved
[redacted]

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #: 7022 0410 0000 8964 2607

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The law of the State of Oregon mandates a Public Input Process that is well defined*** though willfully ignored by the City of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)" **** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome"*** and using this ***Consensus process model and its predetermined outcome*** **was not disclosed** to the Residents of the City of Ashland. ***Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome***, and in this formula is a category identified by the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome, and in fact ***the law mandates a***

Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of the Statutory Law of the State of Oregon.

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any "***Small Wireless Facilities (5G) technologies***" due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire "***Consensus Based Process***" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further

implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

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Most Respectfully,

Derek Franklin

Derek Franklin
UCC 1-308 with All Rights Reserved
[redacted]

Alissa Kolodzinski

From: Belle <[redacted]
Sent: Monday, April 01, 2024 2:14 PM
To: City Council
Cc: legal_division
Subject: Notice and Demand to Cease and Desist 5G deployment

[EXTERNAL SENDER]

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #:
Return Receipt:#

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. The law of the State of Oregon mandates a Public Input Process that is well defined though willfully ignored by the City of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)" ** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome" and using this Consensus process model and its predetermined outcome was not disclosed to the Residents of the City of Ashland. Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome, and in this formula is a category identified by the term "Best Available Science". The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the "Best Available Science" that supports a predetermined outcome, and in fact the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.

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Most Respectfully, **A Signed Copy has been sent via Certified Mail**

Janet L. Bell
UCC 1-308 with All Rights Reserved

[redacted]

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the

City Of Ashland

20 East Main Street

Ashland, OR 97520

Emailed to: council@ashland.or.us legal_division@ashland.or.us

Also mailed via Certified Mail #:

Return Receipt:#

Notice to Agent is Notice to Principal

April 1, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

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Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fasttrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

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Most Respectfully, **A Signed Copy has been sent via Certified Mail**

Janet L. Bell

UCC 1-308 with All Rights Reserved

[redacted]

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Sunday, March 31, 2024 8:36 AM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **McKenna Presley**
Phone [redacted]
Email: [redacted]
Meeting Date : **04/02/2024**
Type of Testimony: **WRITTEN**
Written Testimony: **I support an immediate ceasefire, the allowance of aid into Gaza, and stop sending weapons and funding to Israel. This is a genocide that affects, not only the 36,000+ Palestinians who have been brutally murdered by the IOF, but our community and its members. We as a community, send thousands of dollars to Israel without our consent and I say enough is enough. A genocide will not be committed in my name. Ceasefire NOW and free Palestine!**

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

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Saturday, March 30, 2024 9:40 AM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Yvonne Ackison**
Phone: [redacted]
Email: [redacted]
Meeting Date : **04/02/24**
Type of Testimony: **WRITTEN**
Written Testimony: **Dear Council Members - I am writing in support of the ceasefire resolution being brought before the council. This is a local issue because the people you serve are not being heard by our elected officials on both local and national levels. Most of the people you represent are demanding a permanant ceasefire in Gaza to stop the genocide. You can be our voices here local and help carry our voices to a national level. Please represent our community to stop the massacre in Gaza and pass the resolution for an immediate permanant ceasefire.**

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

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Saturday, March 30, 2024 9:39 AM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Bee Riley**
Phone:
Email [redacted]
Meeting Date : **4/2/24**
Type of Testimony: **WRITTEN**
Written Testimony: **I am writing to you in support of a ceasefire resolution being brought before the Ashland city council. This is a local issue due to the people you serve not being heard by their national leaders. The majority of Americans support a permanent ceasefire in Gaza. As local leaders, you represent our community with your voices, you can speak for humanity and aid in the ending of the genocide in Gaza.**

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

Alissa Kolodzinski

From: Nancy Ashmead [redacted]
Sent: Friday, March 29, 2024 3:28 PM
To: City Council
Subject: Notice and Demand to Cease and Desist

[EXTERNAL SENDER]

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #: 7021 2720 0001 8821 1819
Return Receipt:#

Notice to Agent is Notice to Principal

Friday, March 29, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

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based processes use a well-documented predetermined formula for achieving a predetermined outcome, and in this formula is a category identified by the term ***"Best Available Science".*** The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome, and in fact ***the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.***

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When many other legitimate scientific sources are considered, as well as the top insurance company of the world Lloyds of London not granting Insurance Policies anywhere in the world for any ***"Small Wireless Facilities (5G) technologies"*** due to bearing too much liability for the insurance company. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City Of Ashland, and by The Oregon Utilities Commission.

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Most Respectfully,

Nancy Ashmead
All Rights Reserved
[redacted]

Alissa Kolodzinski

From: Dave Hysom [redacted]
Sent: Monday, April 01, 2024 9:54 AM
To: City Council
Subject: Telecommunications Update

[EXTERNAL SENDER]

I'm in favor of your passing this ordinance.

Alissa Kolodzinski

From: william southworth [redacted]
Sent: Monday, April 01, 2024 9:23 AM
To: City Council
Subject: Approve installation of 5G

[EXTERNAL SENDER]

I think Councilors have given adequate and reasonable consideration to the opponents concerns, especially Counsilor Dahle. The preponderance of evidence supports upgrading to small low-power 5G internet transmitters. The benefit to all wi-fi users throughout Ashland outweighs anecdotal hypotheses of harms not supported by rigorous science.

William Southworth, M.D.
866 Blaine St. 97520
541-944-4626

It can only be concluded that this entire "*Consensus based Process*" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - 3231 Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected.** ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the internet and the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

This is a clear violation of the protections granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.
By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have a Obligation, Duty, and responsibility to protect the Public from. Further what you are doing or allowing to be done makes you privately liable.

Most Respectfully,

Shady Rose

Shady Rose
UCC 1-308 with All Rights Reserved

[redacted]

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Friday, March 15, 2024 8:33 AM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **David Lapedis**
Phone: [redacted]
Email: [redacted]
Meeting Date : **4/10**
Type of Testimony: **WRITTEN**
Written Testimony: **Hi Council folks, I play pickleball and love that we have 8 courts in Lithia Park for our enjoyment. I notice they are often full and that the courts at Hunter park for Tennis are rarely fully in use. Pickleball is a fast growing sport and tennis is shrinking in number. Would it be possible to convert 3-4 of these into pickleball courts? (Or Even just line them temporarily to make it easier to enjoy our beloved game) Thank you for your consideration. Warmly, David Lapedis**

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

Alissa Kolodzinski

From: Belle [redacted]
Sent: Monday, April 01, 2024 9:13 AM
To: City Council; legal_legal_division@ashland.or.us
Subject: Notice and Demand to Cease and Desist 5G deployment

[EXTERNAL SENDER]

Hard signatured copy of this communication will be arrving in the mail

Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us l egal_division@ashland.or.us
Also mailed via Certified Mail #: TBD
Return Receipt:# TBD

Notice to Agent is Notice to Principal

Thursday, March 28, 2024

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory, in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. The law of the State of Oregon mandates a Public Input Process that is well defined though willfully ignored by the City Of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)" * in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome" and using this Consensus process model and it's predetermined outcome was not disclosed to the Residents of the City of Ashland. Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome, and in this formula is a category identified by the term "Best Available Science". The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the "Best Available Science" that supports a predetermined outcome, and in fact the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process.

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of the public input laws of the State of Oregon. The continuous violation of the act of using the Consensus Process allows for the consistent violations of the Statutory Law of the State of Oregon.

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any "Small Wireless Facilities (5G) technologies" due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a "Dispute Resolution based Consensus process with a predetermined outcome", this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City Of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City Of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire "Consensus Based Process" that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of "Small Wireless Facilities (5G)" by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack a "Second Reading - 3231 Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024" is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed is hereby rejected. The falsified historical record of "Stakeholder" meetings construed as Public Comments are also rejected as no true public consent has been given nor sought. This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

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This is a clear violation of the protections granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.
By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have a Obligation, Duty, and responsibility to protect the Public from. Further what you are doing or allowing to be done makes you privately liable.

*The City of Ashland originally posted Ordinance involved as 3231, and now posted it as Ordinance 3234. This document pertains to any Ordinance or actions regarding the matter referred to here.

Most Respectfully,

Janet L. Bell
UCC 1-308 with All Rights Reserved
[redacted]

Phone:
Email: [redacted]
Meeting Date : **04/02/2024**
Type of Testimony: **ELECTRONIC**
Written Testimony: **To Speak on Agenda X. PUBLIC HEARINGS AND ORDINANCES**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName: Russell Witte 5G ordinance
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

> To: City Recorder <recorder@ashland.or.us>; Dorinda Cottle
> <dorinda.cottle@ashland.or.us>
> Subject: Council Public Testimony Form Submitted
>
> [EXTERNAL SENDER]
>
> *** FORM FIELD DATA***
> Full Name: Rola Masri 5G ordinance
> Phone [redacted]
> Email: [redacted]
> Meeting Date : 4/2/2024
> Type of Testimony: ELECTRONIC
> Written Testimony:
>
> *** USER INFORMATION ***
> SubscriberID: -1
> SubscriberUserName:
> SubscriberEmail:
> RemoteAddress: 66.241.70.76
> RemoteHost: 66.241.70.76
> RemoteUser:

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Monday, April 01, 2024 4:10 PM
To: City Recorder <recorder@ashland.or.us>; Dorinda Cottle <dorinda.cottle@ashland.or.us>
Subject: Council Public Testimony Form Submitted

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Odette Wilkens** 5 b ordinance
Phone [redacted]
Email: [redacted]
Meeting Date : **April 2, 2024**
Type of Testimony: **ELECTRONIC**
Written Testimony:

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

SPEAKER REQUEST FORM

Better Together

Submit this form to the City Recorder prior to the discussion item.

1) You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the City Recorder

5) Speakers are solely responsible for the content of their statement

Date: 4/2/2024

Name: (Please Print) Shady Rose

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: 5G - people's rights + responsibilities

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the City Council, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

SPEAKER REQUEST FORM

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Date: April 2nd 2024

Name: (Please Print)
Sonia Nouicer

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
Deployment of 5G -

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 4/2

Name: (Please Print)

LARRY GRAVES

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

5G ORDINANCE

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date:

04-02-2024

Name: (Please Print)

DEREK FRANKLIN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

5G STUFF

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 4/2/24

Name: (Please Print)
Vicki Simpson

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
WTF ordinances

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 4/2/2024

Name: (Please Print)
Alan D. Rathsam

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
5G Small-cell ordinance

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 1 Apr 24

Name: (Please Print)

RIVERS BROWN

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

TELECOM ORD.

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: April 2, 2024

Name: (Please Print)
PAUL MOZINA

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
10.3 Ch 16 Ordinance

Public Forum Topic (Non-agenda Item):

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Date: April 2 2024

Name: (Please Print)
the man known as: André - Bradford

Ashland Resident:
☐ YES ☐ NO City: I live in the town known as Ashland

Agenda Topic/Item Number:
5G / SMART CITIES / EMF

Public Forum Topic (Non-agenda Item):

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Date:

April 2, 2024

Name: (Please Print)

Karen Maleski

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Telecommunications Ordinance

Public Forum Topic (Non-agenda Item):

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Date: APRIL 2nd

Name: (Please Print) TANYA SIMMONS

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: 5C

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 2 April 2024

Name: (Please Print)
Scott Ploss

Ashland Resident:
☑ YES ☐ NO City: Ashland

Agenda Topic/Item Number:
5G X3

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 2 April 2024

Name: (Please Print) Pamala Joy

Ashland Resident:

☑ YES ☐ NO City: Ashland

Agenda Topic/Item Number:

5G x3

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print) Nancy Ashmead

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Cell Towers

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print) Cynthia Zee

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

~~XXX~~ 5G Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print)

Francesca Robinson

Ashland Resident:

☐ YES ☒ NO City: Talent

Agenda Topic/Item Number:

3234

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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SPEAKER REQUEST FORM

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3) Limit your comments to the time allotted

4) Provide any written materials to the meeting Secretary

5) Speakers are solely responsible for the content of their statement

Date: 4/2/24

Name: (Please Print)

Bob Jackson Miner

Ashland Resident:

☐ YES ☒ NO City: Medford

Agenda Topic/Item Number:

X.3 5G Ordinance

Public Forum Topic (Non-agenda Item):

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4) Provide any written materials to the meeting Secretary

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Date: 4/2/24

Name: (Please Print)

Teresa Demarie

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

3G Ordinance X.3

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print) Gwendolyn Tenea

Ashland Resident:

☑ YES ☐ NO City: Ashland BIPOC Sisters

Agenda Topic/Item Number: Second Reading 323 & 56

Public Forum Topic (Non-agenda Item):

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SPEAKER REQUEST FORM

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2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the City Recorder

5) Speakers are solely responsible for the content of their statement

Date: 4/2/24

Name: (Please Print)
Linda Adams

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
appreciation

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Date: 4/2/24

Name: (Please Print) Sidney Brown

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Climate Action Package

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Date: 4/3/24

Name: (Please Print) MARK BROUILLARD

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

NCN

Public Forum Topic (Non-agenda Item):

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Date:

04-02-2024

Name: (Please Print)

DEREK FRANKLIN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

CLIMATE STUFF

Public Forum Topic (Non-agenda Item):

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Date: 4/2/2024

Name: (Please Print)

DAVID BEKERMEIER

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

ELECTRIFICATION + CLEAN AIR ORDINANCE

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Date: 4/2/24

Name: (Please Print) Sam Iraola

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Consent

Public Forum Topic (Non-agenda Item):

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Date: 4-2-24

Name: (Please Print) Sitka Moss

Ashland Resident:

☐ YES ☒ NO City: Shady Cove

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Ceasefire Letter

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 4/2/24

Name: (Please Print)

Amanda Morehouse

Ashland Resident:

☐ YES ☑ NO City: C.P

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Ceasefire

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Date: 4-2-24

Name: (Please Print) YvonneAckison

Ashland Resident:

☐ YES ☑ NO City: Eagle Point

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Ceasefire

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Date: 4/2/24

Name: (Please Print) Ancient Hatfield

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Cease Fire in Palestine please!!

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Duplicate

SPEAKER REQUEST FORM

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Date: April 2, 2024

Name: (Please Print)
Flavia Franco

Ashland Resident:

[X] YES [ ] NO City: _____

Agenda Topic/Item Number: Not on agenda
Electrification Ordinance

Public Forum Topic (Non-agenda Item):

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Date: April 2, 2024

Name: (Please Print)
KATHERINE GREEN

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
Open Forum Speaking

Public Forum Topic (Non-agenda Item):
Ashland & her meeting history

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Date: 4/02/24

Name: (Please Print) Karen Wayside

Ashland Resident:

☒ YES ☐ NO City: _____

~~Agenda Topic/Item Number:~~ CEASE FIRE

Public Forum Topic (~~Non-agenda Item~~): PALESTINE

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Date: April 2, 24

Name: (Please Print) Judy Emanuel DO

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: ~~trash cans & Fire prep~~

Public Forum Topic (Non-agenda Item): other trash cans / fire prep

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Date: 4-2-24

Name: (Please Print) David McAlister

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Electrification Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 2 Apr 24

Name: (Please Print)

John Mauter

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Praise for Mayor & Council

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Date: April 2nd 2024

Name: (Please Print)
Sallie Mix

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
~~GAZA GENOCIDE~~

Public Forum Topic (Non-agenda Item):
GAZA GENOCIDE

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Date: 4-2-24

Name: (Please Print) Tony Foster

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Ceasefire

Public Forum Topic (Non-agenda Item):

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Date: April 2 2024

Name: (Please Print) Jaime Powell

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Cease fire Ashland!

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Date:

4-2-24

Name: (Please Print)

Nicole Kemmer

Ashland Resident:

☐ YES ☒ NO City: Grants Pass

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Cease fire

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Date: 4-2-24

Name: (Please Print)

Ivy Ross

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Wireless Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print)
Kristi Chipowsky

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Telecom Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 4/2/2024

Name: (Please Print)

Daniel Helgerman

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

5G

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print)

MEREDITH LOWRY

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

5G ORDINANCE

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print) Eric Navickas

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Timberline Contract

Public Forum Topic (Non-agenda Item):

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Words for City Council on April 2, 2024

Mayor Graham, Council Members, City Staff, and fellow citizens, I'm Alan Rathsam, a resident of Ashland. I'm presenting reasons for a Council study session to review this ordinance and increase City authority to regulate small-cell wireless facilities.

The City invited comments from the public but has not disclosed which have been considered, included, or rejected for the ordinance. There has been no comprehensive public dialogue or collaboration. The ordinance content is too important to be decided by one attorney and one council liaison.

Here are just a few facts with significant implications:

- The ordinance does not specify evaluation criteria and substantial evidence to be considered in City permit decisions. We are told courts want to see this in the ordinance.
- Five G is a marketing term that covers low--, mid-, and high-band frequencies. Ashland does not yet have high-band 5G frequencies, which start at 24 GHz. Effects experienced elsewhere are alarming.
- FCC public radiation exposure regulations are not safety standards. With no biological studies, they assume exposure is safe if it does not heat our skin. Insurance companies understand the science and won't issue liability coverage for health claims from radiation exposure.
- Administrative review in the ordinance allows the Public Works Director to approve small cell facilities with sole discretion and no notice to the public. It's not clear if the public will know about franchise agreements with telecom.
- Trees and landscaping near 5G small cells may die from radiation exposure. Who pays for the damages on private property?
- A Council study session will allow experts to correct deficiencies in this ordinance.
- May it not be true in Ashland that, "Politics despises science and embraces experts from profit-motivated sources."

Speaker Request Form

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ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

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2) Speak where directed to allow recording of your comments.
3) State your name and address (or City of Residence only if preferred) for the record.
4) Limit your comments to the amount of time given to you.
5) You may give written comments to the City Staff for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary.)
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Fill Out

Agenda Topic/Item Number: Climate and clean Air ordinance OR

Topic for Public Forum (non-agenda item): _____

Meeting Date: 4/2/24

Name: Flavia Franco

Ashland Resident: Yes ☒ No ☐

Optional

Address: _____

Phone Number: _____

Email: _____

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 Climate and Environment Policy Advisory Committee generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

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Fill Out

Agenda Topic/Item Number: Climate and clean Air ordinance OR

Topic for Public Forum (non-agenda item): _____

Meeting Date: 4/2/24

Name: Sidney Brown

Ashland Resident: Yes ☑ No ☐

Optional

Address: _____

Phone Number: _____

Email: _____

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4) Limit your comments to the amount of time given to you.
5) You may give written comments to the City Staff for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary.)
6) Speakers are solely responsible for the content of their public statement.

Fill Out

Agenda Topic/Item Number: Climate and Clean Air ordinance OR

Topic for Public Forum (non-agenda item): _____

Meeting Date: 4/2/24

Name: Cynthia Taylor

Ashland Resident: Yes ☒ No ☐

Optional

Address: _____

Phone Number: _____

Email: _____

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 Climate and Environment Policy Advisory Committee 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 Staff prior to the discussion of the item you wish to speak about.
2) Speak where directed to allow recording of your comments.
3) State your name and address (or City of Residence only if preferred) for the record.
4) Limit your comments to the amount of time given to you.
5) You may give written comments to the City Staff for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary.)
6) Speakers are solely responsible for the content of their public statement.

Fill Out

Agenda Topic/Item Number: Climate and Clean Air ordinance OR

Topic for Public Forum (non-agenda item): _____

Meeting Date: 4/12/24

Name: Maroun Aguero

Ashland Resident: Yes ☑ No ☐

Optional

Address: _____

Phone Number: _____

Email: _____

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 Climate and Environment Policy Advisory Committee 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.

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Mohammed at the Red Sea in Egypt

Mohammed Taha & the Taha family

Mohammed Taha is a 22 year old Palestinian taking refuge in Cairo, Egypt. The Taha family is indigenous to Palestine and many generations have lived their entire lives in Gaza. Before October 7 2024, he was a fourth year student at university studying architectural engineering. With 8 uncles, Mohammed comes from a family of over 120 people. After surviving 70 days of genocide, Mohammed escaped across the border from Gaza into Egypt. He now lives in Cairo, where he commutes 5 hours each way to work for an architectural engineering job paying $100 per month. Although he was first in his class at university, this is the best paying job he can find in his situation, because his school was bombed and destroyed before he could graduate with a degree. Evacuation costs are currently ranging from $8,000-$10,000 per person, and with over 120 people in his family, most of whom are children, this is an impossible sum for him to raise alone. With donations, he can evacuate some of his family members and they can begin to rebuild their lives.

Although he has never been here, Mohammed's dream is to move to America and find a good paying job where he can make money to support his family and give them a chance at survival. He is incredibly smart and a fluent English speaker, a very determined and hard worker, and above all, a kind, patient, loving, and caring person who deserves every chance at success. Thank you for taking the time to read his story. Any way you can share Mohammed's story or donate to his family is so greatly appreciated.

INSTAGRAM
@arch.mohammed_taha
@keanadianne

TO DONATE
scan here or go to this website
https://gofund.me/9670d46b

This is the street where Mohammed and his family lived



before



now

مرحبا سكان اروبغون الطيبون ، انا فلسطيني من غزة، من مدينة بيت العمر ٢٠ عاما.

قبل الحرب على غزة، كنت في العام الجامعية، في كلية الهندسة، وأعول المكونة من والدتي هالة (٥٠ عاما)، عاما)، اختي بيسان (٢٥ عاما)، اخ عاما)، اختي سارة (٢٣ عاما)، واخ (١٦ عاما) بعد وفاة والدي في العام السرطان.

الان، وبعد قرابة ستة أشهر من حرب والتطهير العرقي، تدمرت كل احلامي الجامعة والعمل في مجال الهندسة في أسسها والدي ودمرت خلال الحرب، كم مدينة بيت حانون التي أبيدت بالكامل، شيء نعرفه في مدينتنا التي نحب، غزة

أقف كثيرا عند الاخبار عن العملية العس رفح، حيث نزحت وعائلتي قبل ستة اشه وحالمين بالعودة إلى بيوتنا وحياتنا. لكن فالبيت قد دمر، وحياتنا الان أيضا مهدد. الاخبار المتعلقة بالعملية على رفح.

ما الذي يعنيه هذا؟ هذا يعني أننا سنكو لحرب الإبادة الكبرى، والتي ترافقها كل ا والفقد، بعد أن فقدنا الكثير من احبائنا وم

Hello good residents of Oregon, my name is Mahmoud, a Palestinian from Gaza, from the city of Beit Hanoun, and I am 20 years old.

Before the war on Gaza, I was in the second year of my university studies, at the College of Engineering, and I was supporting my small family consisting of my mother, Hala (50 years old), my sister Melina (27 years old), my sister Bisan (25 years old), and my sister Haya On (24 years old). My sister Sarah (23 years old), and my younger brother Muhammad (16 years old) after my father died in 2022 from cancer.

Now, after nearly six months of comprehensive war of genocide and ethnic cleansing, all my dreams of graduating from university and working in the field of engineering in the company that my father founded were destroyed during the war, as was our home in the city of Beit Hanoun, which was completely annihilated, and everything we knew in our city was destroyed. Which we love, Gaza.

I often hear the news about the military operation in the city of Rafah, where my family and I were displaced six months ago. We were aspiring and dreaming to return to our homes and our lives, but all of this stopped, as the house was destroyed, and our lives are now also threatened with the seriousness of the news related to the operation in Rafah. What does this mean? This means that

ago. We were aspiring and dreaming to return to our homes and our lives, but all of this stopped, as the house was destroyed, and our lives are now also threatened with the seriousness of the news related to the operation in Rafah. What does this mean? This means that we will once again be the target of a major war of extermination, accompanied by all the possibilities of death and loss, after we have lost many of our loved ones and property.

In light of this, I have no choice but to ask for help, as this burden has become too big for a twenty-year-old boy to bear.

Thank you for your understanding









SCAN ME



Notice and Demand to Cease and Desist 5G deployment

To: The Mayor, all City Council and Attorney's Representing the
City Of Ashland
20 East Main Street
Ashland, OR 97520
Emailed to: council@ashland.or.us legal_division@ashland.or.us
Also mailed via Certified Mail #: 7022 2410 0001 5135 1462
Return Receipt:# 9590 9402 7625 2122 3590 04

Notice to Agent is Notice to Principal

April 1, 2024

This Notice and Demand to Cease and Desist is hereby amended to be entered into the record that precedes the previously received electronic email Notice and Demand to Cease and Desist communication emailed and received on March 28th, 2024, by your agency and agents.

For the Public record, as Preparatory to and Requisite of remedies, and for other purposes

Greetings:

This Notice and Demand to Cease and Desist limits in no way the extent to the scope of the subject matter covered. This Notice and Demand does not limit any summary and plenary remedies available to anyone but serves as the beginning of the lawful process necessary by the acts and omission to act of the various principals or those accessory in an effort to arrest the irreparable and immeasurable harm to the actual Public or People of the State of Oregon in acts committed by The City Of Ashland and other third party interest.

The Fiduciary obligation and Duty of the City Of Ashland and the Public Utility Commission of The State of Oregon is to assure the Public at Large an adequate, efficient, economical, and reliable communications supply. ***The law of the State of Oregon mandates a Public Input Process that is well defined*** though willfully ignored by the City of Ashland, the Public Utility Commission of Oregon, and the FCC. Instead, a falsified public input process has been substituted to create a false history of public acceptance of the Integrated Resource Plan and proposed **roll-out of the City of Ashland "Ordinance Telecommunications Updates for Small Wireless Facilities (5G)" **** in the City of Ashland Utilities Company Implementation Plan. Upon review of pertinent documentation, it is apparent that this entire effort was ***brought forth and carried out using a "Dispute Resolution based Consensus process reliant upon a predetermined outcome"*** and using this ***Consensus process model and its predetermined outcome*** **was not disclosed** to the Residents of the City of Ashland. ***Consensus based processes use a well-documented predetermined formula for achieving a predetermined outcome***, and in this formula is a category identified by the term ***"Best Available Science"***. The entire Small Wireless Facilities (5G) Implementation Plan was pursued using only the ***"Best Available Science"*** that supports a predetermined outcome, and in fact ***the law mandates a Public Input Process that is well defined and is being illegally disregarded by all participants in this consensus based process***.

I therefore respectfully sent a demand that the OPUC Chair and Commissioners take action and immediately rescind any authority previously granted to the City of Ashland due to the willful flagrant violation of ***the public input laws*** of the State of Oregon. The continuous violation of the act of using the ***Consensus Process*** allows for the consistent violations of the

When many other legitimate scientific sources are considered as well as one of the top insurance companies in the world, as an example, Lloyds of London according to a released statement is not issuing Insurance Policies anywhere in the world for any ***"Small Wireless Facilities (5G) technologies"*** due to overwhelming liability. The FCC is attempting to deploy a powerful technology that is potentially damaging; there is a high probability of significant threat without insuring the Health , Safety, and Welfare of the residents of the State of Oregon and our entire Nation States. Throughout the past several years in many public policy statements the governor of Oregon has expressed a compliance with a policy direction of a ***"Dispute Resolution based Consensus process with a predetermined outcome"***, this policy direction goes hand in hand with implementation attempts made by the Federal Communications Commission that are ultimately disregarding the Health, Safety, and Welfare comprising the entire country. This policy direction is an unrealistic intrusion by a few overreaching into the lives of the entire population that is in direct violation of both Federal and State law by the FCC and by the City of Ashland, and by The Oregon Utilities Commission.

The Health, Safety, and Welfare of the Public is the Obligation and Duty of the City of Ashland and the Public Utility Commission of Oregon, as well as The State of Oregon and the FCC. It can only be concluded that this entire ***"Consensus Based Process"*** that has been used constitutes a broad based scheme of artifice that does not fulfill the legal obligation/necessity for the public to give actual consent to, or ultimately allow the "roll-out "or installation of **"Small Wireless Facilities (5G)"** by the City of Ashland, under authorities administrated by the Public Utility Commission of Oregon that will ultimately be allowing deployment of a most dangerous technology Statewide without public input.

The City of Ashland in their attempt to Fastrack ***a "Second Reading - ** Ordinance Telecommunications Updates for Small Wireless Facilities (5G) by the 2nd of April 2024"*** is a potential harm to the residents of the City of Ashland by allowing placement these facilities at ever increasing level of saturation that ultimately will have a detrimental effect on the properties of the people of the City of Ashland and will devalue all properties from the damage caused by this Small Wireless Facilities (5G) technology to say the least. ***The Consensus based Public Input Process involvement by third party beneficiaries or " Stakeholders" and documented as "Consent" to proceed*** **is hereby rejected**. ***The falsified historical record of "Stakeholder" meetings construed as Public Comments*** **are also rejected** ***as no true public consent has been given nor sought.*** This plan in its conception and further implementation constitute an unlawful infringement and harm besides having no lawful authority to proceed.

In further review of pertinent documentation/information there is considerable mention of the value and use of the accrued information/data via the internet and the Internet of Things that will be shared among an as of yet undefined number and type of Agencies and or businesses that have no lawful right to acquire or have access to this information/data.

This is a clear violation of the protections granted all citizens by the Constitution of the United States as well as the Constitution of the State of Oregon.
By this Notice and Demand to Cease and Desist you are made aware and in knowledge of the wrongs and continuing wrongs that you have a Obligation, Duty, and responsibility to protect the Public from. Further what you are doing or allowing to be done makes you privately liable.

** The City of Ashland originally posted Ordinance involved as 3231, and now posted it as Ordinance 3234. ***This document pertains to any Ordinance or actions regarding the matter referred to here.***

Most Respectfully,



Sonia Novick
UCC 1-308 with All Rights Reserved
[redacted]

CITY OF ASHLAND
Better Together

A Proclamation in honor of Arbor Day 2024

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim that the first full week of April, as designated by the Oregon State legislature, is Oregon's Arbor Week In the City of Ashland , and I urge all citizens to celebrate Arbor Week and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 2nd day of April 2024

Tonya Graham

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

Better Together