Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, March 15, 2023
Council Chambers, 1175 E Main Street

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

HELD HYBRID (In-Person or Zoom Meeting Access)

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

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

5:00 PM Executive Session

The Ashland City Council will hold an Executive Session for the following:

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

6 p.m. Regular Business Meeting*

II. **CALL TO ORDER**
   1. Land Acknowledgement**
III. **PLEDGE OF ALLEGIANCE**
IV. **ROLL CALL**
V. **MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS**
VI. **APPROVAL OF MINUTES *****
VII. **SPECIAL PRESENTATIONS**
   1. Park and Recreation Commissions - Annual Report and 2023-2025 BN Budgets
   2. City Priorities Presentation

VIII. **CITY MANAGER REPORT**

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

Council Business Meeting Agenda

X. **CONSENT AGENDA**

1. Climate and Environment Policy Committee (CEPAC) Appointments
2. Approval of Liquor License Request for Martollis Hand Tossed Pizza

XI. **PUBLIC HEARINGS** (Hearings shall conclude at 8:00 p.m. and be continued to a future date to be set by the Council, unless the Council, by a two-thirds vote of those present, extends the hearing(s) until up to 9:30 p.m. at which time the Council shall set a date for continuance and shall proceed with the balance of the agenda.)

XII. **UNFINISHED BUSINESS**

1. City Council Election to Fill Councilor Vacancies

XIII. **NEW BUSINESS**

1. Resolution 2023-06 Updating and Consolidating Prior Resolutions Establishing City Council and Management Advisory Committees
2. Resolution 2023-05 Supplement 2021-2023 BN Budget Amendment

XIV. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Safety Training Contract for Public Works Department
2. Safety Training Contract for Electric Utility Department
3. Resolution 2023-04, Recology Ashland Solid Waste & Recycling Rate Adjustment
4. Ordinance 3216, Second Reading and Findings - Food Truck Amendments

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

1. Ad Hoc Committee on Childcare & Early Childhood Development

XVI. **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 ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Rick Landt
Jim Bachman
Leslie Eldridge
Jim Lewis
Justin Adams

Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

Memorandum

TO: City of Ashland Mayor and Council

FROM: Michael Black, Director

DATE: March 6, 2023

SUBJECT: 2023/2025 Biennium Budget Requirements for APRC

ASHLAND PARKS and RECREATION COMMISSION FUNDING BACKGROUND (PARKS FUND)[1]

Article 19, Section 3 of the Charter of the City of Ashland states that:

> *"said Park Commission [...] shall have control and management of all park funds, whether the same is obtained by taxation, donation or otherwise, and shall expend the same judiciously for beautifying and improving the City's parks."*

Article 19, Section 3 further states that:

> *"each year, said Commission shall cause a careful estimate to be made of the money required for park purposes for the ensuing year and file the same with the City Recorder, whereupon there shall be included in said general levy not to exceed four and one half (4-1/2) mills on the dollar to meet such requirements."*

The Ashland City Charter is still in effect and governs aspects of governance for the City of Ashland and has primacy over all other local laws in the event of an inconsistency.

Until 1997 when Oregon's Measure 50 was adopted, the Ashland Park Commission received an operating levy of no less than $2.09 per $1,000. This funding was acquired from the assessment of property taxes by the City of Ashland according to Article 19, Section 3 of the City Charter.

[1] The parks fund is a separate fund from the City of Ashland's General Fund and represents the resources for funding the operations of Ashland Parks and Recreation Commission. APRC has three funds: Parks Fund; Capital

Improvement Program Fund; and, Vehicle Fund.

It is clearly shown that the Charter of the City of Ashland plainly links the physical requirements to maintain the parks and recreation system (the *"System"*) with the obligation for adequate funding. Since 1908, without exception, the Ashland Park Commission has followed the requirements of Article 19, Section 3 and has created a careful estimate of the fiscal requirements for park purposes for said years. That estimate was submitted to the City in the form of an annual budget.

Until fiscal year 20/21, the City Council dedicated the required funds to maintain the System, which was consistently $2.09/$1,000.

In FY 20/21 APRC and the City Council agreed upon a temporary reduced parks millage rate of $1.89/$1,000 due to a critical financial crisis affecting the City of Ashland. The City of Ashland has not increased the millage dedicated to APRC for any one fiscal year beyond $1.89/$1,000 since FY 20/21.

The reduction in funding over the past four years has had several large-scale impacts on APRC and its ability to maintain the System. Most notably, a major reduction in staffing – prior to the change in funding, APRC had a total FTE count of 39.75. that count has been reduced to 34.75 in the current biennium.

BACKGROUND OF FUNDING SOURCES USED BY APRC for OPERATIONS EXPENSES (PARKS FUND)

Funding the Ashland Parks and Recreation System requires more than the millage received from the City of Ashland property taxes. In fact, property taxes account for about three-quarters (75%) of the total resources required to fund APRC. Some background on the funding sources and percentages of funding for each source is below:

1. City of Ashland Property Taxes (general fund): 77.69%
2. Food and Beverage Tax (restricted to repair and rehabilitation of parks): 6.46%
3. Recreation Revenue (fees earned from recreation programs): 8.36%
4. Grants and Other Fees for Services (APRC collects fees for services performed for other organizations): 4.70%
5. Carry Forward Balance (APRC may use reserve funds as required to help fund operations): 2.79%

Detail of the actual revenue figures can be found below.

BIENNIUM 2023/25 EXPENSES and RESOURCE REQUIREMENTS (PARKS FUND)

APRC has prepared a balanced budget that the Parks and Recreation Commissioners approved on March 1, 2023. The highlights of that budget can be organized in the following categories:

1. Personnel and Benefits
2. Materials and Services/ Deferred Maintenance/Parks Improvements
3. Central Service Fees

The following is a summary of the expense that make up the 2023/25 Biennial Budget. Full detail can be found on the attached documents.

	FY 22 Adpoted Budget	FY 23 Adopted Budget	FY24	FY25	Total BN 24/25
Personnel Total	$ 4,370,991	$ 4,400,497	$ 4,643,328	$ 4,788,657	$ 9,431,985
M&S Total	$ 1,659,955	$ 1,677,531	$ 1,705,966	$ 1,747,464	$ 3,453,430
Parks Improvements	$ 85,000	$ 50,000	$ 50,000	$ 50,000	$ 100,000
Capital Outlay	$ -	$ -	$ 25,000	$ 25,000	$ 50,000
Central Service Charges	$ 1,361,024	$ 1,361,024	$ 1,446,082	$ 1,446,082	$ 2,892,164
Total M&S and Personnel	**$ 7,476,970**	**$ 7,489,052**	**$ 7,870,377**	**$ 8,057,203**	**$ 15,927,580**
Contingency	$ 224,000		$ 250,000		$ 250,000
Total APRC General Fund Expenses	**$ 7,700,970**	**$ 7,489,052**	**$ 8,120,377**	**$ 8,057,203**	**$ 16,177,580**

Some narratives for the development of this budget is found below:

Personnel and Benefits

	FY 22 Adpoted Budget	FY 23 Adopted Budget	FY24	FY25	Total BN 24/25
Personnel Total	$ 4,370,991	$ 4,400,497	$ 4,643,328	$ 4,788,657	$ 9,431,985

The above information is relative to the conversation in this section. Detailed information is attached to this memo.

There are very few changes to the Personnel and Benefits portion of the budget. The major change to the budget expenses is wrapped up in the recent City Council approved Management Resolution. That resolution created a plan for increased pay for some categories of employees and scheduled Cost of Living Allowances for three years (2022 4%; 2023 4%; and, 2024 3%). These increases have been built into the proposed budget.

APRC is proposing to keep the staffing level at the reduced level of 35 FTEs, which is an increase of one-quarter of an FTE (.25) over the previous biennium. As reported earlier, the traditional level of staffing for APRC is about 39-40 FTEs.

APRC is proposing the following personnel changes in the proposed budget:

Reductions – these positions are currently vacant and APRC is proposing to unfund and leave them vacant in the coming budget:

1. Executive Analyst/Promotions Coordinator (1.0 FTE)
2. Senior Services Office Assistant II (.75 FTE)

Additions - these positions were unfunded in 2020 due to budget cuts. APRC is proposing to fund these positions and fill them in the coming budget:

1. Parks Superintendent (1.0 FTE)
2. Parks Tech I (1.0 FTE)

Materials and Services/Parks Improvements/Capital Outlay

	FY 22 Adpoted Budget	FY 23 Adopted Budget	FY24	FY25	Total BN 24/25
M&S Total	$ 1,659,955	$ 1,677,531	$ 1,705,966	$ 1,747,464	$ 3,453,430
Parks Improvements	$ 85,000	$ 50,000	$ 40,000	$ 40,000	$ 80,000
Capital Outlay	$ -	$ -	$ 25,000	$ 25,000	$ 50,000
Total M&S and Personnel	**$ 1,744,955**	**$ 1,727,531**	**$ 1,770,966**	**$ 1,812,464**	**$ 3,583,430**

The above information is relative to the conversation in this section. Detailed information is attached to this memo.

Most of the changes in the Materials and Services area of the budget are related to inflation and increased charges for services. This budget pays for small tools, utilities, some professional services, training, equipment rentals and other materials related expenses.

Some of the more noteworthy matters in this area are:

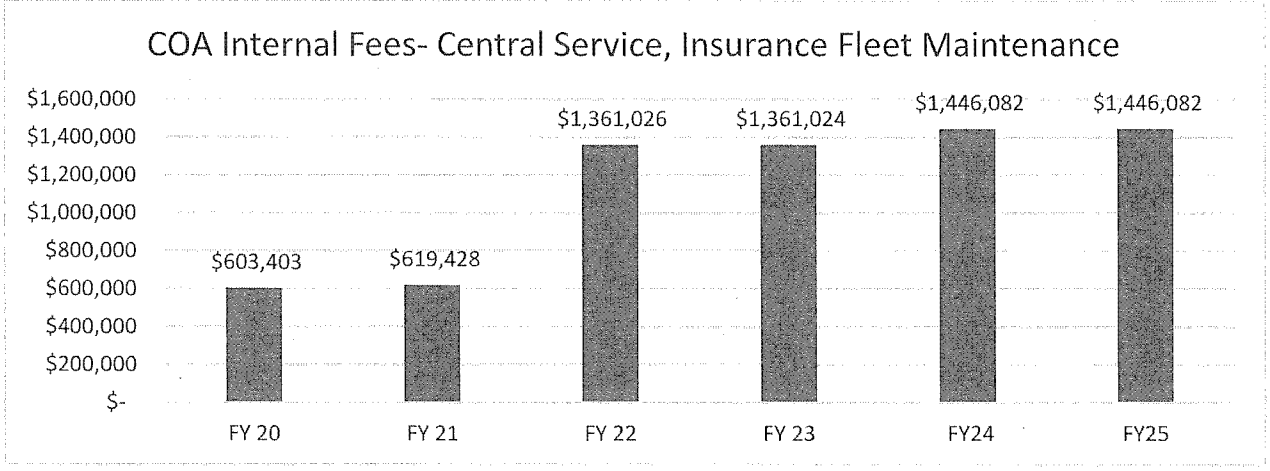
1. This area of the budget is 3% higher than the previous biennium's baseline budget.
2. Contracted professional services will increase slightly in the area of promotions. We already use a contract for most of the Recreation Guide creation, but they will be responsible for 100% of the Recreation Guide in the coming budget.
3. A major effort to address deferred maintenance in the upcoming biennium is necessary to protect APRC physical resources. Food and Beverage taxes will be used to address increases in the budget for deferred maintenance (repair and rehab.).

Central Service Fees

	FY 22 Adpoted Budget	FY 23 Adopted Budget	FY24	FY25	Total BN 24/25
Internal Chg - Central Svc Fee	$ 884,508	$ 884,506	$ 955,269	$ 955,269	$ 1,910,538
Internal Chg - Insurance Svc	$ 123,701	$ 123,701	$ 127,412	$ 127,412	$ 254,824
Internal Chg - Facility Use	$ -	$ -	$ -	$ -	$ -
Internal Chg - Fleet Maint	$ 352,817	$ 352,817	$ 363,402	$ 363,402	$ 726,803
COA Central Service Charges	**$ 1,361,026**	**$ 1,361,024**	**$ 1,446,082**	**$ 1,446,082**	**$ 2,892,164**

The above information is relative to the conversation in this section. Detailed information is attached to this memo.

This area of the budget is where the City of Ashland charges APRC for "central services." These services include Human Resources, Legal, Finance, Payroll, Accounts Payable, Fleet Maintenance, Liability Insurance and other categories. These fees are dictated by the City of Ashland and all City departments pay their portion of the central services fees. We are planning for a 6% increase in this area. As you can see below, between 2021 and 2022 these fees increased 220%.



APRC REVENUE REQUIREMENT FOR THE PARKS FUND

To balance the budget, it's required to have revenues that equal or exceed the required resources above. The following information is a summary of the revenue projections for the upcoming Biennium:

Parks Fund Revenue	FY 22 Budgeted	FY23 Budgeted	Proposed FY24	Proposed Totals FY25	BN FY24/FY25
Carry Forward Balance	$ 1,483,225	$ 754,606	$ 257,921	$ 192,937	$ 450,858
City of Ashland (Property Tax)	$ 5,552,939	$ 5,552,939	$ 6,284,386	$ 6,284,386	$ 12,568,772
Grants, Contract, Other	$ 367,131	$ 368,131	$ 380,470	$ 380,470	$ 760,940
Rec Revenue Totals	$ 617,592	$ 710,850	$ 673,500	$ 678,500	$ 1,352,000
From CIP Fund	$ 435,000	$ 435,000	$ 524,099	$ 520,909	$ 1,045,008
Proposed Revenue	**$ 8,455,887**	**$ 7,821,526**	**$ 8,120,376**	**$ 8,057,202**	**$ 16,177,578**

Total Proposed Operating Expenses	FY 22 Budgeted	FY23 Budgeted	Proposed FY24	Proposed Totals FY25	BN FY24/FY25
COA Internal Charges- Central Service, Insurance, Fleet	$ 1,361,026	$ 1,361,024	$ 1,446,082	$ 1,446,082	$ 2,892,164
Admin	$ 563,202	$ 569,060	$ 918,018	$ 936,278	$ 1,854,296
Open Space-Forestry & Trails	$ 664,963	$ 668,963	$ 780,302	$ 795,396	$ 1,575,698
Operations	$ 2,622,363	$ 2,600,216	$ 2,914,903	$ 3,011,668	$ 5,926,571
Rec Programs	$ 602,823	$ 603,971	$ 556,970	$ 571,176	$ 1,128,146
Nature Center	$ 268,352	$ 271,563	$ 287,527	$ 297,300	$ 584,826
Golf	$ 610,402	$ 620,618	$ 588,498	$ 608,938	$ 1,197,436
Senior Services	$ 394,430	$ 401,824	$ 378,077	$ 390,364	$ 768,441
Rec Admin	$ 370,783	$ 373,483	$ -	$ -	$ -
Community Centers	$ 18,630	$ 18,630	$ -	$ -	$ -
Contingency	$ 224,000	$ -	$ 250,000		$ 250,000
Total	$ 7,700,974	$ 7,489,352	$ 8,120,376	$ 8,057,202	$ 16,177,578

Simply stated, to maintain the status quo with FTEs at APRC and to provide a similar level of service throughout the System, APRC will need the equivalent of the millage of $2.00/$1,000 of assessed property value.

An analysis of the difference in funding levels follows:[2]

1. $1.89/$1,000 represents a total yearly sum of $5,938,745
2. $2.00/$1,000 represents a total yearly sum of $6,284,386
    a. The difference between sums represented by a millage of: $1.89 and $2.00 is: $345,641

[2] All references to the sum of taxes represented by a certain millage are based on 2022 Assessed Valuation Data for the City of Ashland available from Jackson County.

3. $2.09/$1,000 represents a total yearly sum of $6,567,183
    a. The difference between sums represented by a millage of: $1.89 and $2.09 is: $628,438

The results above coupled with the requirements to funding APRC through the 23/25 Biennium indicate that APRC must request a total millage of $2.00/$1,000 or a total of $345,641 per fiscal year more than the recent four-year precedent of funding APRC at the equivalent of $1.89/$1,000.

ANALYSIS

The upcoming biennium will be a financial challenge for the Ashland Parks and Recreation Commission, similar to the previous two biennia. The reduced funding at $2.00/$1,000 from the City's General Fund/Property Tax, requires APRC to continue to leave positions unfunded and make do with the resources we have.

If the City Council does not grant APRC its request for funding at the level of $2.00/$1,000 it will be required to reduce staffing to historically low rates.

The current FTE count is 34.75 and the proposed FTE count for the proposed budget is an increase of .25 FTEs.

One of the main themes for the 23/25 Biennium is repair and rehabilitation of park facilities.

Fortunately, resources from the Food and Beverage Tax are available to offset those types of activities. This will allow APRC to accomplish these much-needed repairs without increasing the request from the City's General Fund more than the current request.

CONCLUSION

The Ashland City Charter is still in effect and governs aspects of governance for the City of Ashland and has primacy over all other local laws in the event of an inconsistency. The proposed budget, as detailed in the attached documents, is a "careful estimate of the money required" for Park and Recreation Purposes.

Our budget request is a compromise from $2.09/$1,000, which would restore staffing to historic levels and $1.89/$1,000, which would require drastic cuts to personnel.

APRC COMMISSIONER ACTION

The Ashland Parks and Recreation Commissioners reviewed this budget in their March 1, 2023 meeting and approved the budget as it is presented here.

RECOMMENDATION

APRC Staff and Board of Commissioners are presenting the attached budget to the City Council as a preface to the upcoming budget process with the Citizen Budget Committee. Per City Charter, the

Commissioners are required to file their budget request with the City of Ashland. This memo and the presentation on March 7, 2023 will satisfy the requirements of the Charter.

We recommend that the Budget that this budget be presented to the Citizen Budget Committee for the Resources and Requirements of APRC for the 23/25 Biennium.

- What should our next "Better Together, "steps be?

The roundtable participants identified three key next steps the participants could take together that would benefit Ashland's citizens, businesses, and visitors:

1. Establish a Partnership to Build the Ashland Brand – this collaborative partnership is for marketing Ashland for tourism and potential business relocation opportunities.
2. Establish a Partnership to Establish a University District Activity Center – this initiative is to jointly plan potential future development of a University District that would diversify the City's economic base and support SOU by enhancing Ashland's student life experience.
3. Establish a Partnership for Affordable Childcare & Early Childhood Development – This partnering effort is to plan potential advancement of childcare or early childhood development options for Ashland residents.

POLICIES, PLANS & GOALS SUPPORTED

In the summer 2022, the City Council adopted Vision and Value Statements for the City. The statements are intended to provide direction to the City's strategic planning and service delivery. The Townhall Voting Data and Economic Roundtable Partnerships provide the City Council with important community input that can assist them in formulating and adopting 2023-2025 City priorities.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

The results provide valuable input for City Council and the Citizens Budget Committee for next steps with the 2023-2025 Biennial Budget.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Between March 15th and 21st, consider the attached Townhall Data and Economic Roundtable Partnerships information, with an intent to discuss and formulate potential top priorities for 2023-2025 at the March 21st Council Regular Meeting.

REFERENCES & ATTACHMENTS

Ashland Vision and Values Statements
Townhall Voting Data
Townhall Public Comments

Council Business Meeting

March 15, 2023

Agenda Item	City Council Priority Setting - Town Hall Data and Economic Roundtable Partnerships	
From	Joseph L. Lessard	City Manager
Contact	joe.lessard@ashland.or.us, 541.552.2103	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

The City Council hosted two recent events, a community Townhall and an Economic Roundtable, toward receiving community input on potential City priorities for the 2023-2025 Biennial Budget. This item it to present the findings for the two events in preparation for future City Council consideration of potential City priorities.

City Council Townhall - On January 30, 2023, City Council held a townhall Gathering and together with the citizens of Ashland worked to identify priorities/objectives for the City for the upcoming 2023-2025 Biennium budget process and the next six years. Small group discussions took place between citizens, staff, and Council.

A list of seven PRIORITIES with 32 OBJECTIVES for the City were presented at the meeting and in person voting took place. Citizens were each given 12 voting dots to prioritize their top choices out to the 32 objectives presented. Voters could spread their voting dots or cluster them on one or more objective. In total we had 293 in person voters, with over 300 folks of all ages in attendance.

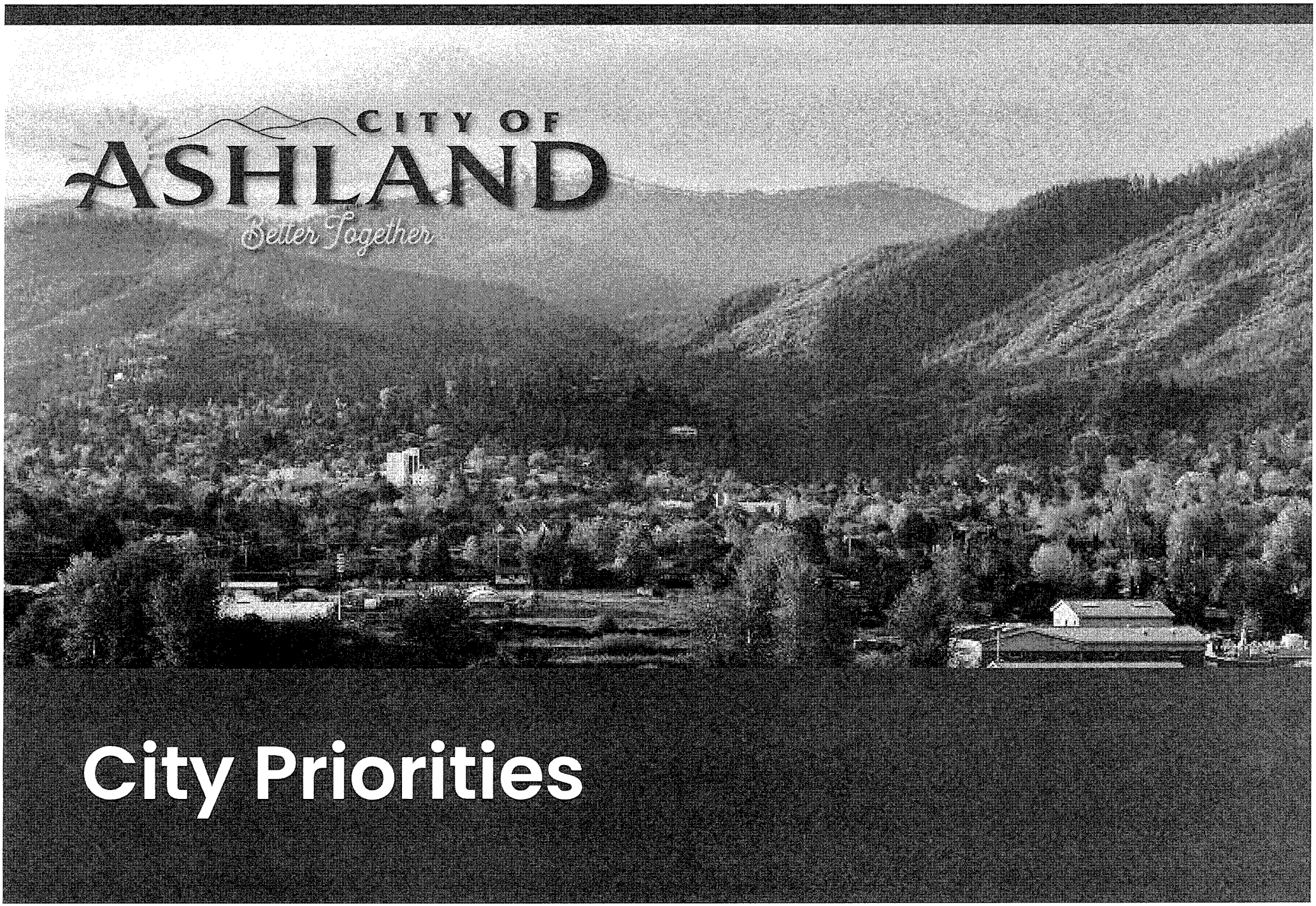
Simultaneously, online dot voting opened on January 30 and continued through February 3. In total, there were 151 online voters, who were presented with the same 32 objectives and 12 virtual voting dots.

The in person and online voting data has been merged and presented in a tiered format. The tiers highlight votes with the most appeal to Ashland Citizens.

In addition, public comment was garnered both in person and online from January 30 to February 3. The comments have been categorized according to the seven priorities and are included in this Council Communication.

City Council Economic Roundtable – On March 6, 2023, the City Council hosted a roundtable discussion with elected and appointed officials of Ashland's key economic support institutions, including Pam March State Representative for Southern Jackson County, Dave Dotterrer - Jackson County Commissioner, Vitro Chang – Chair of the Ashland School District (ASD), Samuel Bogdanove – ASD Superintendent, Rich Landt - Ashland Parks and Recreation Commissioner (APRC), Rich Bailey – President of Southern Oregon University (SOU), Diane Yu and Sachta Card – Board of Trustee Members of the Oregon Shakespeare Festival (OSF), Dr. Hersch – Vice President of Medical Affairs and Administrator for Ashland Asante Community Hospital, Coleen Padilla – Executive Director of Southern Oregon Regional Economic Development Inc. (SOREDI), Sandra Slattery of the Ashland Chamber of Commerce and, Katharine Cato – Director of Travel Ashland. The roundtable discussion focused on addressing the following questions?

- What are our economic challenges and opportunities?
- What are the most important next steps for addressing our challenges and opportunities?



City Priorities

Strategic Choices – Vision for Success – Mayor & City Ballot Results

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known.*

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

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

Strategic Choices – Values for Success – Mayor & City Council Ballot Results

Values that support the Vision:

- **Community**
  - Community affordability, including in available housing and childcare
  - Belonging through mutual respect and openness, inclusion, and equity
  - Quality of life that underpins the city's economic vibrancy
  - Environment resilience, including addressing climate change and ecosystem conservation
  - Regional cooperation, including in support for public safety and homelessness

Strategic Choices – Values for Success – Mayor & City Council Ballot Results

Values that support the Vision:

- **Organization**
  - Respect for the citizens we serve and the work we do
  - Excellence in governance and city services
  - Sustainability through creativity, affordability and right sized service delivery
  - Public safety, including emergency preparedness for climate change risk
  - Quality infrastructure and facilities through timely maintenance and community investment

Process

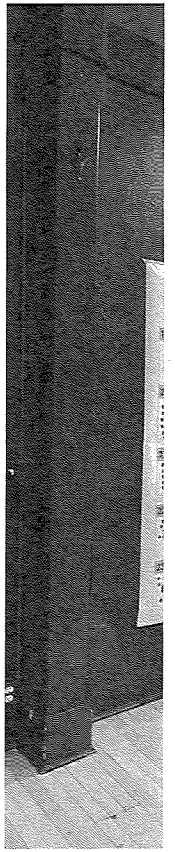
Information Gathered

TOWN HALL

- January 30, 2023, 5PM Historic Armory
- Over 300 attendees
- Dot voting & small group discussions

WEBSITE

- Open from January 30, 2023, to February 3, 2023
- Over 150 participants (duplicates removed)
- Dot voting & comments

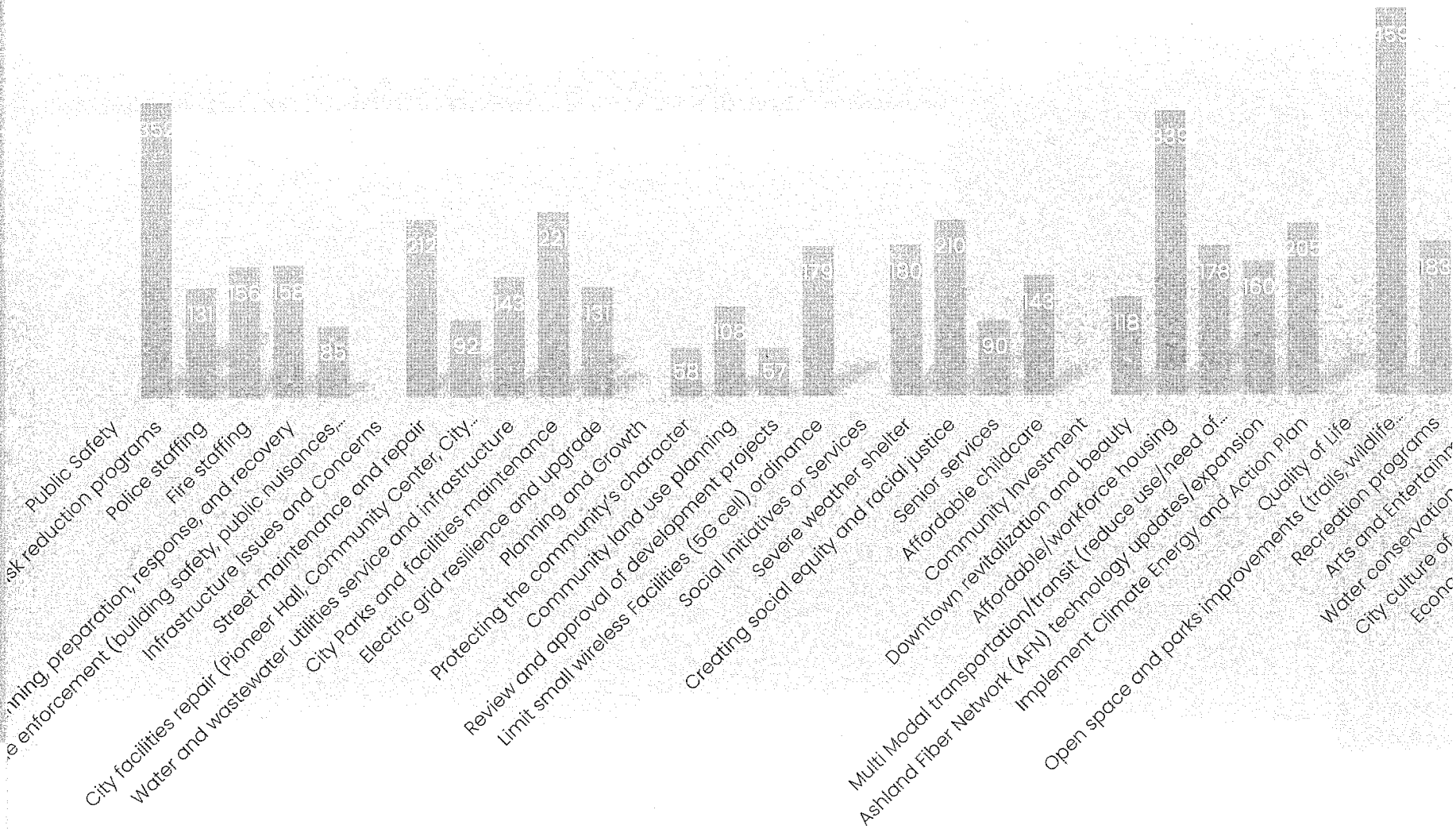




Better Together

Results

Initiatives by Vote



Better Together

process

Economic Roundtable

City Council Study Session

- March 6, 2023, 5:30PM City Council Chambers
- 22 attendees
- Elected and appointed officials from key economic support institutions

Better Together

RESULTS

Over 200 votes

1	Open space and parks improvements (trails, wildlife hab	459
2	Wildfire risk reduction programs	352
3	Affordable/workforce housing	339
4	Diversify the local economy	259
5	City Parks and facilities maintenance	221
6	Street maintenance and repair	212
7	Creating social equity and racial justice	210
8	Implement Climate Energy and Action Plan	205

Priorities by percent
Community Investn
Quality of Life
Public Safety
Infrastructure Issue
Economic Opportur
Social Initiatives or
Planning and Growt

Better Together

Process

Economic Roundtable

The roundtable participants identified three key next steps the participants could take as together that would benefit Ashlanc citizens, businesses, and visitors:

1. Establish a Partnership to Build the Ashland Brand – this collaborat partnership is for marketing Ashland for tourism and potential busi relocation opportunities.

2. Establish a Partnership to Establish a University District Activity Cen this initiative is to jointly plan potential future development of a Uni District that would diversify the City's economic base and support enhancing Ashland's student life experience.

3. Establish a Partnership for Affordable Childcare & Early Childhood Development – This partnering effort is to plan potential advancer childcare or early childhood development options for Ashland resi

Better Together

Next Steps -

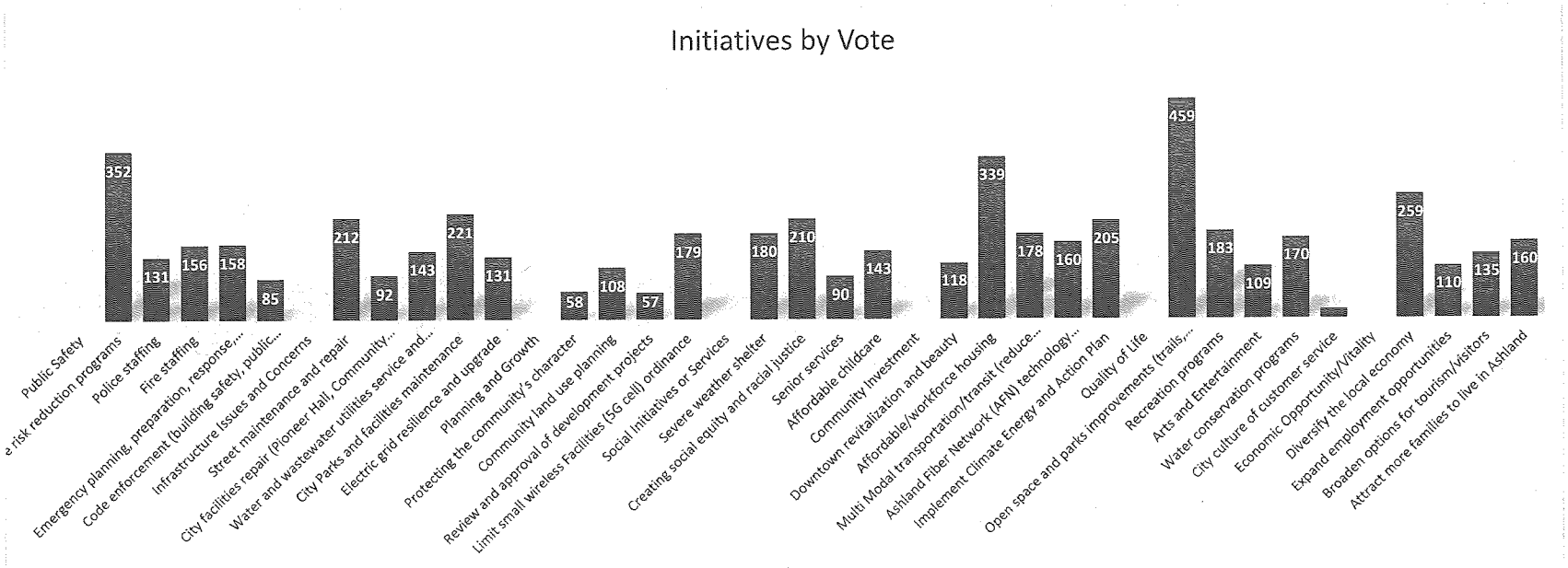
Council for deliberation and adoption of priorities.

QUESTIONS?

	Total Dots	5309		
	Public Safety			**16.61%**
1	**Wildfire risk reduction programs**	**352**	6.63%	
2	Police staffing	131	2.47%	
3	Fire staffing	156	2.94%	
4	Emergency planning, preparation, response, and recovery	158	2.98%	
5	Code enforcement (building safety, public nuisances, neighborhood, and environment	85	1.60%	
	Infrastructure Issues and Concerns			**15.05%**
6	Street maintenance and repair	212	3.99%	
7	City facilities repair (Pioneer Hall, Community Center, City Hall)	92	1.73%	
8	Water and wastewater utilities service and infrastructure	143	2.69%	
9	**City Parks and facilities maintenance**	**221**	4.16%	
10	Electric grid resilience and upgrade	131	2.47%	
	Planning and Growth			**7.57%**
11	Protecting the community's character	58	1.09%	
12	Community land use planning	108	2.03%	
13	Review and approval of development projects	57	1.07%	
14	Limit small wireless Facilities (5G cell) ordinance	179	3.37%	
	Social Initiatives or Services			**11.73%**
15	Severe weather shelter	180	3.39%	
16	Creating social equity and racial justice	210	3.96%	
17	Senior services	90	1.70%	
18	Affordable childcare	143	2.69%	
	Community Investment			**18.84%**
19	Downtown revitalization and beauty	118	2.22%	
20	**Affordable/workforce housing**	**339**	6.39%	
21	Multi Modal transportation/transit (reduce use/need of second car)	178	3.35%	
22	Ashland Fiber Network (AFN) technology updates/expansion	160	3.01%	
23	Implement Climate Energy and Action Plan	205	3.86%	
	Quality of Life			**17.69%**
24	**Open space and parks improvements (trails, wildlife habitat protection, etc.)**	**459**	8.65%	
25	Recreation programs	183	3.45%	
26	Arts and Entertainment	109	2.05%	
27	Water conservation programs	170	3.20%	
28	City culture of customer service	18	0.34%	
	Economic Opportunity/Vitality			**12.51%**
29	**Diversify the local economy**	**259**	4.88%	
30	Expand employment opportunities	110	2.07%	
31	Broaden options for tourism/visitors	135	2.54%	
32	Attract more families to live in Ashland	160	3.01%	
		5309	100.00%	**100.00%**

Top 5		
1	Open space and parks improvements (trails, wildlife habitat pr	459
2	Wildfire risk reduction programs	352
3	Affordable/workforce housing	339
4	Diversify the local economy	259
5	City Parks and facilities maintenance	221

Priorities by percent	
Community Investment	18.84%
Quality of Life	17.69%
Public Safety	16.61%
Infrastructure Issues and Co	15.05%
Economic Opportunity/Vitali	12.51%
Social Initiatives or Services	11.73%
Planning and Growth	7.57%



Community Investment
I want to speak on houseless advocacy and the housing crisis.
Don't assume that low interest in discussing or making a priority of AFN means that people do not want the city to keep on with it It is a valuable service to me.
I would like to see more car-free or car-reduced spaces in downtown Ashland. When I travel to places with pedestrian-friendly (i.e. car-free) streets I notice that they are filled with people enjoying a high quality of life. I think people would be drawn to downtown if the plaza was mostly car free and if cars could be reduced on Main Street. (I understand that Main Street is an Oregon state highway and that negotiations would be necessary.) Sure businesses would complain at first but ultimately they would benefit from increased foot traffic. There would be ways to provide access for delivery vehicles people with limited mobility etc. Ashland is a livable city—we could make it even more so and attract tourists from other regions with a more pedestrian / bicycle friendly environment.
Affordable housing is a driver for many other issues not the least of which are homelessness and economic stability/development. It is also dependent on intentional land use planning. I urge City decision-makers to make affordable housing a priority and to do so with an eye toward equity and racial
Climate adaptation is essential and becomes simply one of the several criteria analyzed for any project.
We can also get a dual benefit from putting solar on all large parking lots and large roofs. Shaded parking lots will decrease the heat island effect of all the asphalt and cool not only the vehicles but the surrounding area. The electricity generated becomes a major source of locally generated power. With more locally generated and distributed power comes the need to upgrade the local grid to allow power shut-offs to be controlled by district (I'm not sure the term officially used) of small neighborhoods so that during an extended outage power could be provided on a rotating basis across town. Community solar barely scratches the surface of the possibilities here and is far too legalistically cumbersome. Without City Utility engagement this won't get done.
Where does a review of zoning come in? Heavily weighted toward single family units.
Could we have a marketing team for ANF? Lot of people know it exists and a very special Ashland Service.
Affordable housing & affordable utilities must be a priority. Our St Vincent de Paul spends 80% of it's budget keeping Ashlanders housed with utilities on. Roughly $100 in frees is attached to the average utility bill in Ashland-before a light is turned on or the tap is flipped. Help is needed!
Noise pollution/air pollution from blowers. Start an initiative to ban or reduce the use of gas blowers.
We live in an extreme drought region. Signs that say "use water wisely" & helping people with irrigation is not enough. The city needs to invest in & incentivize rainwater catchment. When we had Julie Smitherman I hosed educational events @ my home to show - 9k plus catchment & laundry to landscape. The above efforts are a starting point. A 50 gallon barrel won't get us far. Larger installations would go a much longer way while educating community. Please do more. Thank you.
I am really concerned with out water. I think we could reuse more & even find ways to gather more. Too much development has damaged our wetlands. It affects our fire safety our economy - farmland and wildlife & lakes - big issue. Swimming Pool - I believe this is a very important to get moving on a recreation center with an adequate indoor swimming pool. I understand energy is a big issue on this surely the inflation Reduction Act or other Federal gran could help us get an alternative such as geo thermal or solar rather than gas.

The city needs to ramp up efforts to support & begin achieving objectives for CEAP. Climate realities affect every singe area that the city is involved with. CEAP is not/nor has it been front & center. Re-hiring for climate Analyst is a start.
Need bike/ped friendliness. Keep bike lane markers painted. Bike lane thru downtown!!
Creating cutting edge infra-structure in fiber optic cable so that Ashland offers innovative and SAFE internet access. DON'T GIVE UP ON AFN. Find a path forward so that residents are confident in their investment of a hackproof safe & secure & affordable internet.
The topic "multi-modal transportation/transit" is mis-represented or simplifies the issue as one for transit and not for walking or bicycling. It is the later where the city actually has policy authority as contrasted w/ transit which is RVTD's policy/responsibility. The city does have responsibility for creating safe & convenient bicycle network. Doing so would allow the roughly 50% of residents who are interested in cycling for some of their in-town trips but are afraid to share the road with cars/trucks. The city must build protected bike lanes of major roads as a part of any capital improvement project.
I'd like to see inspiration from an event show n tell something to remind citizens of their power to do something; one thing; on their worn to address an issues: vehicles use cars 1 day less each week each month just do it and tell about it so others will do it. Inspire pride.
Combine climate plan w/ economic development & leverage the opportunities in renewable industries. Interest in the infrastructure to accommodate low carbon high quality life styles. such as: compost facilities bike-ability energy & water conservation home efficacy passive solar thermal regulations etc. Businesses that encourage reduce/reuse/repurpose.
Emphasize waste reduction & low-cost low-tech opportunities for reducing demand on natural resources.
I'm wondering about how many homes are actually only occupied by their owners part-time. Is there a way to require a high % of occupancy by owner or be assessed a fee or require renting them out.
We need public funded affordable housing.
My first priority is addressing income inequity. Ashland has 1/3 of the households that are wealthy. 17% middle income and 51% low income very low income and very low income. We must address this need for housing for the lowest income with the housing production strategy process to take land and housing out of the market system.
Of course affordable housing & support for disadvantaged among us. Equitable treatment Responsive fair hones policing

Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering

19 Housing study in 2019? Summarize it for people-
Increase in vacation rentals
Have city owned property for housing (SOU doing that)?
Zoning requirement and issues
Pedestrian Mall

20

Zoning issues/incentives
Land Trust Assess SDC's

21

What is available?
Ashland owned public transportation
Bear trash cans

22

Make cycling safer and more accommodating. Rail for intercity travel
Community owned. Partnerships. Questions about upgrade costs.
Explore alternative greassroot funding

23

Do more CEAP
Actionable programs like composting
Renewable energy

Economic Opportunity/Vitality
Without economic vitality I don't see how any of the other priorities ca be met.
Our town needs diversity of economic foundations - tourism natural medicine and health agriculture manufacturing education etc. in order to have a thriving community.
Work with SOU on community service learning to build skills meet needs & grow jobs.
Economic development safety and our ability to attract your families DEPENDS on out ability to communicate wherever we go.

Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering

Golf course revenue opportunity
Economic leakage
support local business
Trails bring in $ - more trails
More types of trails, public art on trails
Diversity in business
Downton beautification
Study on gaps in goods and services
Economic vitality through incentives for tech center
Preservation of trail easements
Open up things lost, trails
What will we not do to hamper development
activities for younger families
Combine with SOU for programs
University district
Market tourism more
Partnership with OSF on marketing
Partnership with Chamber on marketing
Build infrastructure to support affordable shuttles
Advertising at SOU
Start races/activities in town - billboard - advertise
Connect more with farmers
Hire economic development director
Drain lower reservoir/create swimming
Event Center
More art murals

Support Ashland Independent Film Festival
Support for young families to start businesses - grown our own
Incubators
Accessibility for houseless to enter workforce
Retraining program, internships, service learning
College discounts
Affordable housing
More like First Friday - expand
More that attract young families
Greenlight more parties
Collaboration with Chamber, SOU, OSF
Paid Parking - Out of City pays more
Increase SDCs
pedestrian malls
Protected bike lanes
Arts, Eats & Beats
Encourage recruiting business to fill niches
Renaissance Faire
Music at OSF theatres
South Ashland commerce center/
Get on top 10 list - best Christmas town
Grants for business beautification
Close off plaza for booths
Programs to understand why businesses are leaving/business retention
Decrease rent
Microloans for businesses to start
Support business beatification store fronts
Attract people to get business in community
Year round lights
pedestrian dining
use bandshell more
grant to revitalize downtown
concerts at golf course
outdoor seating, traffic change

jurisdiction control of 99
coordinate with SOU Arts
Childcare
Collaborate with SOU - Economic
Crownman Mill, RR district
Preferred vendor
Bring in outdoor based businesses, Embark example
lower bar for barriers to Development
More good, trails events
Make outdoor destination
Need parking
Transportation to wineries
Wine village
Upgrade exit 19 area to support growth
Affordable housing/retail at Briscoe, Lincoln
Identify busking sign up areas
Promote electric vehicles, Uber, Subscription based cars
Food & Wine Festival

Infrastructure issues and concerns
I understand our water treatment plant needs considerable work so this should be part of a capital improvements plan. Road maintenance is an annual obligation. Parts of Old Hwy 99 near walker Avenue are very rough for example.
The City Hall improvements or rebuild should be listed as a separate action item than the community center and pioneer hall work. It's misleading to lump them all together. Your responses may have been different had citizens of Ashland been able to distinguish between funding a city hall upgrade vs re-opening the community center and pioneer hall.
It's not currently safe for people to choose biking or walking to get around Ashland. There are 3 main things we could do to our street network to ensure bike/ped safety: a. Designate protected bike lanes on all major streets b. Add sidewalk gaps and access ramps c. Implement traffic-calming measures (with lower speeds) in all residential neighborhoods I implore our city councilors to direct the Public Works Department to include the first two on all transportation capital improvement projects. Thank you!
We get our drinking water from the Ashland Creek Watershed impounded by Reeder Res. sometimes from TIP and tap and have complicated storage and water rights and distribution. Then we have sewer wastewater and water treatment. It is important to me that we have staff well compensated and well qualified at all these positions. The future may bring reduced supplies and well-informed thing people are essential for planning and implementing measure to anticipate future problems.
Community Center. Please do what needs to be done to re-open it. It is a valued community resource and we miss it.
The same goes for our electric service which is a complex system of the grid substations transformers net metering renewables supply and demand. Electric cars and the possibility of EV storage to grid complicate our future. Again the best staff people are our best investment. Utilities that defer upgrades and maintenance fail under stress. Our utilities should be prepared for challenges that my occur in the future.
Highest priority - get the city hall open and running. It's closure so long after the pandemic is inexcusable. The city is dysfunctional without a staffed and open city hall. Also open all city council meetings to be in-person and to encourage public comment in-person participation.
For water conservation please remove the grass medium @ N Mountain- replace with low water plants.
In 1999 Ashland conducted an assessment of b street due tot he increased traffic congestions and speeds. We who live on B street wish the plan which was formalized be initiated. If not a few more traffic mitigation (ie stop signs) should be put in place.
Traffic on B St - safety issues study done in 1999 - cost $100K & not one of the suggestions were done & traffic has doubled - new development on Mtn. street- 56 homes. will make it even worse- Please do something to slow traffic - several stop signs - this is a biking & walking corridor.
Please fix & reopen Pioneer Hall & community Center. We need community meeting places.
Concerns managing water supply Ashland st repair. what is the "Tap System" - what is the new Community Center?
Traffic mitigation for B street - stop signs! Speed dips/bumps Length & weight size reductions of vehicles - NO semi trucks! Painted crosswalks flashing stop signs or crosswalk lights (like @SOU on Siskiyou.)

Transportation - several levels. Reduce traffic in downtown w/ remote parking options & free transportation to & from. Refund the CONNECTOR so elderly can connect to services w/o leaving.
Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering
B street traffic - bike Blvd., stop signs to slow traffic, traffic mitigation. 2000's study & no changes
Utility billing fees
Focus on infrastructure - water reuse, focus on fiber networks, AshlandSavesWater.org
Focus on hiring a climate analyst - anticipated start time of analyst is Feb. 27
Focus on basic services & resources to set up a solid foundation
Community solar - Ashland Community Solar
BPA federally responsible to provide reliable energy
Plumbing permits for grey water. Can plumb some water into landscaping to reuse water
Infrastructure & public safety - better plan to solve issues and be more reliable. Make westie more simple to navigate.
Micro hydro - solar panels going in @ plant to counteract usage. Battery storage on site
Provide resiliency on site
5th & B st dangerous wheel chair ramp. Needs traction. Consistent ice.
Plan to focus on foundation- Regulatory needs met first (improve & maintain) upgrades to meet growth & capacity requirements. UB better communication, more staff
Streets-Ashland streets (needs improvements, pot hole to be filled) project to fix Ashland St is in the works.
Wastewater- hasn't meet minimum standards (new DEQ permit has been acquired) restorations in progress to meet all requirements
More regulation on summer use- Audits & community resources available to all individuals
Climate & sustainability - Anyway to focus on sustainability as the biggest priority.
Lots of interest in local services being more sustainable. Reducing risk, increasing resiliency
Grid resilience- certain grinds with more outages. Focus on individual outages
Structural deficiencies in city facilities in planning 6 moth construction window.
Budget deficit - budget issues in general fund. Inflation.>tax % which supports public works
Poor timing on traffic lights downtown. Contact ODOT (main & Helman)
Street fund - franchise fee. Trading food & beverage for franchise fee
Exit 14- light doesn't change. SB Off ramp. Seems like it doesn't trip when a car pulls up
Diversifying grid - Concern to balance out cost with more people going solar
New substation to allow higher capacity
Rates staying the same for 2 years
More community solar programs

Look into long term electric affect on the general fund
Transportation master plan at the end of the year. Lots of community input opportunities
Adopting street plan updates
safety in multi modal transportation
Electric bikes- speed enforcements, education, safety concern for users, more signage as we become more bike friendly
Downtown parking - looking at whole system before it changes
Purple lights - bad leds. Electric replaces them
South Mountain visibility by railroad tracks. Hard to see down bike path.-improvements planned
A St. not enough room for two sides of parking
Greywater-exploring options for parks
Purple pipe system- not cost effective for homes but it is for bigger plots of land.
Has sediment-bad for environment
Electric Vehicles - DC fast charger right off exit. 24 point charger in installation process soon.
More chargers than just Tesla chargers
Chargers down I5
Electrify America funding?
Land use impacts
Public restrooms- self cleaning options, safety
Underground electric - expensive, adds capacity
focus on efficiency in decisions

Planning & Growth
The Ashland Planning department formulated master plans for the triangle of Ashland St aka Highway 66 Siskiyou Blvd and Tolman Creek Road and for what is known as the Croman Property. Granted the Croman Plan needs to be reworked because the goal of attracting industry there did not prove feasible. So now there needs to be a new vision for that area. But the property seems to have been ignored as an area to provide a possible mobile home park or other more affordable housing options. Along Ashland Street there are many one story buildings and properties that are underdeveloped. That is where the focus for adding housing should be. There is the potential for being able to walk and bicycle to places in that area.. Also the roads can accommodate more traffic. In the approval of the annexation request for the 250+ units above the car dealerships the reality that North Main at times is at capacity for vehicular traffic seems not to have been adequately considered. Hopefully some of the Planning Commissioners and City Counselors know that 10 daily vehicle trips are added for each new residence. That could mean 2500+ more vehicle trips on North Main per day. With that street already often clogged the reality is that we will have a failure in providing timely police and fire responses to that area. Then what? And why would we want that? Thus both bodies need to re-think their approval of that ill advised project when it is remanded or the application timeline is not met. Why ignore former master plans? Provide incentives for them to be acted on. Don't encourage sprawl and traffic with ill advised annexations on the fringes of the city..
For 25 years we fought to retard or avoid sprawl. Why throw that out?
Regarding 5G towers: I live in the hills above town. In case of power failures or anything that brings down wifi in our home we don't have any cell service around us that's reliable. I truly believe it's a huge safety issue/concern for the town. 5G seems to be available on the boulevard but having it available all over town would be ideal. I know they're those that don't want the technology infecting them but I see it as huge safety concern for the town if something catastrophic happens. The needs of the many outweighs the needs of the few! Thanks
No 5G towers or small cells! They are harmful to biological life.
Needs signs that direct tourists to the Japanese Garden location.
Regarding 5G. Consider establishing Ashland as the first 5G free city in the Nation. By that I mean the first city to NOT have 5G installed. Scientific residence is now abounding on the negative effects on human brains blood & general health. Ashland will prosper hugely! Price of houses will not decline & it will become a really sought after city to love grown & thrive in on all levels. This is very special city. lets keep it that way.
Assuring that we have a comprehensive tele-communications ordinance is paramount. Understanding what i legally possible and how to safely integrate new internet frequencies to allow for safe technology usage in Ashland.
I'm also concerned with cell tower incursions in our area & strengthening out local sovereignty by creating a robust legal document where as require installation of this nature to prove they are safe by rigorous & neutral evaluative means. Also what could be done to mitigate "dirty energy" in our buildings and along our roads (where at least some of our electrical lings) are grounded into earth- meaning a lot of electrical emissions are being flooded into the environment & is not a healthy situation for biological life in general.
Protect community character is too vague.
Don't listen to the 5G people. They are sheep!

Ashland's future planning as a destination city must consider and implement an ordinance to maximize municipal authority on the placement and operation of wireless communication facilities. An awareness is growing in the public of the adverse health effects of short and long term man made pulsed electromagnetic radiation. Hire attorney Andrew Campanelli to protect Ashland from telecom industry intrusion...with an unregulated exposure to an invisible toxin. Fifty years of solid science have identified the harmful effects. 5G is not the original problem. It's 2G and 3G. Fiber optics cable to the user's property is the ultimate broadband solution. It offers much higher data rates much lower power consumption higher data security and NO man-made puled electromagnetic radiation. Use of wireless and WIFI on the user's property at low EMT power levels can be optional for that user.
As a WFH resident I support increased 5G coverage in Ashland. I felt item #18 was negatively worded w/o another option to show my support with a dot.
5G will be out only option when 4G/LTE are eventually phased out. Don't let Ashland be left behind because of a fringe movement obsessed with pseudo-science.
I encourage allowing 5G towers away from family homes schools hospitals etc. where vulnerable populations might be negatively impacted.
My concern is 5G. There is lots of research that has shown how devastating EMF's are on living beings human and otherwise. Ashland has always drawn folks taht care about their health. T even consider 5G is horrible. Do your research.
There is far too much development here. Will there be enough resources for all of these new homes? Consider also the devastation caused by a developer between NMP and the Senior community beyond. Nothing has been built there and yet the area has been spoiled and habitats destroyed.

Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering

Family friendly, affordable housing, universal housing
Variance process & public input (timing)
5G ordinance
Safe routes to school
Senior accessibility
Community land to use/lease
High utility bills (base fees)
Climate considerations
Climate friendly & equitable communities
Not outsourcing city services/city jobs
How to develop more housing in the space we have
Increased density on transit lines
Development of Croman Mill site
Multi-use zones
Easements for TID trails to allow public access

Public Safety Services
• Clarification: My wife and I attended the Armory Town Hall Monday night (big thanks for organizing that meeting!) and placed our 12 dots each at that time. We did not submit any written public comments on the form provided (in the 4 page packet handed out at the door). We're offering our comments instead via this web form. • After 9 years on the Wildfire Safety Commission — 4 of them as chair — and out of many discussions with wildfire experts both locally and nationwide it's very clear there's consensus among all that are paying attention that towns in our vicinity are currently at high risk of another Almeda Fire level event in our lifetimes. It's more about *when* than *if.* • I don't write this to be scary or fear-mongering but rather to share some good news that I'm hoping can be folded into future Council planning efforts: this threat could be reduced by 80 to 90% if our town seriously engaged in enacting a manageable *relatively affordable series of well defined steps following proven fire science. • The bad news is that at the current rate of progress it will take decades before Fire Department and Wildfire Safety Commission (recently now renamed Wildfire Risk Reduction Committee) efforts bring our risk down to a reasonable level. And I don't believe we have decades. • It's not from lack of effort on their part -- both groups are all too aware of Ashland's current level of vulnerability and are doing all they can within the limits of current staffing levels and budgets. • Unfortunately due mostly I understand to City budget concerns staffing departures and resultant shortages and turnover as well as Covid's impact current town-level planning has not yet fully recognized and engaged in solution planning to resolve the massive financial impacts of such an event if we stay on our current course. • Those impacts dwarf Ashland's other budget planning considerations. *They also dwarf what it would cost us to lower our risk dramatically. (Beyond losing thousands of homes we know such fires also massively impact city utilities including introducing toxins in water lines. OSF tax revenue and our tourism industry would suffer major hits.)

CONTINUED... The two-step solution to an 80 to 90% risk reduction is pretty simple at least on the physical level -- first changing out Ashland's major fuel sources that create burning embers in the first place -- bark mulch and wood fences are key culprits -- and second removing fuel sources on individual homes that embers can ignite. The latter involves landscaping changes as well as some basic inexpensive ongoing home maintenance. [Back story: Urban Wildfires like the Almeda Fire become city-sized events by burning embers that spread on the wind. The embers move the fire from neighborhood to neighborhood by jumping across roads and other potential firebreaks. Without such ember spread the "next Almeda" might still take out hundreds of homes but not thousands. The proof? The Almeda fire burn scars reveal that it didn't involve a single continuous fire front but rather scores of individual fires separated by large fire breaks including Interstate 5. Embers carried the fire on the wind—skipping past less vulnerable landscaping and homes— and the igniting the next vulnerable area.] To make these changes involves a range of public relations educational and policy challenges. Here's a quick sketch of some of them to offer a sense of scale. Chris Chambers and other Fire Department staff as well as the Wildfire Risk Reduction Committee would be delighted to provide a more comprehensive list outlining how our town could reduce our risk within a reasonable time frame if given full support including needed funding by Council. • We need to find effective ways to overcome homeowner (and landscaper) attachment to current dangerous landscaping and bark mulch practices. • We'd need a small range of City ordinance changes including some affecting new bark mulch installations. • We'd have to come up with a menu of solutions and financial support to change out existing high-risk landscaping and fencing. Incidentally several local banks have already agreed to explore a partnership with the City to assist low income homeowners offering easily accessible low rate loans to assist with this effort if Council decides to move forward on that front. • We'll need a major educational campaign to bring the public on board with the financial aspects of needed changes new regulations adding needed additional fire department staffing as well as enforcement staff. Our comments here are our individual views and have not been reviewed by the Wildfire Committee. I resigned from the Committee last month due to health considerations. Thanks for all that you do. We have great respect for the challenging work facing City Management and Council and know you take this work very seriously! Stephen and Cyndy Gagne

I believe all of the other potential priorities pale in comparison to wildfire risk reduction. Wildfire is the only existential threat to this community. If we have a fire like Paradise it won't matter who makes the decisions at Parks and Rec. Repairing our streets will not be important. Building affordable housing will be a joke. There is will be dramatically reduced property tax. There will be no lodging tax. There will be no food tax. There will be no tourists. Our community could literally cease to exist. This should be the number one priority for City government and the Council.

Not only have we seen that we are subject to significant disasters (flood heat fire smoke wind ice...) in my thirty years here we should make use of federal funds for preventive and proactive actions. Separately from capital funds we must support operational funds to support volunteer coordination staff and increased committed to community volunteer groups to prepare and help respond to disasters (CERT ...)

Emergency /fire evacuation plans unclear look at Paradise CA which had much better plans than ours but still...what can we learn from them? Why is Eagle Mill Road between Oak and Valley View Road so bad with high weeds on both sides in some areas? This will be a major access road in a fire but NO SHOULDERS means it is designed for gridlock; it should be 3 lanes. Who champions this as an exit from Ashland? And why an additional exit GOING SOUTH to where? S. Summit? California? Why not one NORTH toward Medford? where the major hospitals are?
The number one threat to Ashland is extreme wildfire destroying a massive swath of the City. It is not a matter or if but when. Extreme wildfires are no longer limited to remote landscapes or wildlands surrounding the community. They are now consuming communities at an unprecedented scale. In the wake of the September 8 2020 Almeda Fire which started in a residential Ashland neighborhood more than 2 600 homes were destroyed in approximately 9 hours. To prepare for these highly destructive fires we must understand our risks and reduce them. We will infrastructure businesses tourism and every quality of life imaginable when a catastrophic wildfire occurs. None of the other 32 priority objectives come even close to addressing this threat proactively. Do not fund more firefighters and firefighting equipment as we have learned that suppressing wildfires is only one tool and it has failed. The best way to support the Ashland Fire Adapted Communities Program is to increase the capacity of the program. The WRAP is a first step but supervising this program along with many others is beyond the capacity of the sole employee assigned to the Fire Adapted Communities Program. The top budget priority for the City should be to provide Brian Hendrix with at least one full-time assistant. Everyone who has held the position has burned out in a few years. Don't let it happen again!
Protect the city from wildfires and smoke because nothing else matters if Ashland burns down.
Kudos to Officer O'Meara for being very respectful and diplomatic with homeless people that sort of hijacked the public safety services table during the time I was there.
I walk through town daily about 0515. People in sleeping bags are often sleeping and NOT disturbed by police! I am okay with that. I am NOT okay with Tents! I don't want another S.F L.A or Seattle here in Ashland. Only leads to criminal activity.
Drugs cartels and criminal behavior can destroy our town. We must fund solutions. Infrastructure of high quality should be #1 if the City of Ashland's priorities are public safety. Thank you for this town hall!
How can we protect the environment? From wildfires from pollution of air land & water
Coordinated fire protection
Why can't we email the Police Chief?
Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering
Police & fire staffing shortages
Emergency management
CERT & Firewise programs
Fire adapted community program staffing shortage
Homelessness & use of funding
funding for removal of fire prone landscape

Evacuation route shortage & safe "shelter in place" area
Street lights in dark areas
Department stats available to public - call types & numbers
News website or advertisement for police & fire information. Dashboard
Safe areas for children & homeless
mental health training & concerns with homeless for police & fire
Future planning for increasing homeless populations
Parks dept. property near golf course for housing homeless
Notification during emergency events
Note Nixle on utility bills
Anti-camping enforcement. What's being done?
Revisit UGB & how to get it back
Needle exchange program
Community dumpsters
Bathroom type facilities

Quality of Life
Maintaining our parks parks programs and restoring the Perozzi Fountain are functions that are priorities for me. The Parks Commission must be in charge of their own budget and establishing priority parks projects.
The fact that the city manager doesn't have an assistant or a person to answer the phone is embarrassing. It's essential for the city manager to have a receptionist or secretary who can answer the phone when a citizen calls.
The electric utility office must be staffed and opened. The City Newsletter that went out with utility bills needs to return.
Please make sure information about the budget is accurate and clear. There was too much misinformation about Ashland's so-called deficit last spring. Transparency in all things!!
Lithia Park is integral to our experience of Ashland as residents and the experience of visitors to our city. I'm saddened to see how the park has not been adequately maintained especially when compared to other city parks I've visited during my travels away from home. The large trees are not pruned at all or if they are pruned not properly the hard scape is in disrepair the ponds are still dirty and smelly and the list goes on. This was happening already pre-covid so the excuse that it's due to staffing shortages isn't credible . And the funds were there to purchase and build other parks so lack of funds cannot be cited as a reason for why Lithia park looks the way it does. I would like to see my tax dollars put to work and the parks being managed better.
We can't let AIFF (Ashland Independent Film Festival) die. There are problems with the board of directors and all of the staff has abandoned the sinking ship. What was until late 2022 a vibrant component of city life throughout the year—something that drew many people to Ashland—is dying. The festival drew people here to live and to visit—filling restaurants and lodgings. AIFF had developed a reputation as a superior small festival that directors loved to attend and that gave participants great joy. Hundreds of locals volunteered their time to help make the festival thrive. It will be a tragedy (Shakespearean even) if AIFF is allowed to die. Many of us have tried to figure out how to fix this problem but those with more power in the city need to step in.
Ashland needs more Pickle Ball courts to accommodate the existing players as well as future players and visiting players.
I'd like to hear parks/rec plans for the gold course! The mess your dept. made was deplorable. What now!!?? It's truly a gem for our city & not recognized as such.
For Parks or Planning add Pickleball lines to some Hunter Park courts for multi-use. Keep pickleball on the plan for gold course replacement project.
Need to invite Ashland residents to donate to support with case the big items like pool. Many would and could.
I'm 70 and have just taken up pickleball. It's great fun but it can be difficult to find a court. Request- Make tennis courts multi use w/ pickleball. Revive the Oak Knoll pickleball courts project.
Please do not shut off water to Oak Knoll gold course. The cost to counter that decision must be extremely high. I love all our parks but the cold course does bring in revenue.
Dog Park - I would like a dog park that is large enough to walk out dogs. It is healthy that is why we have dogs. Not being able to walk out dogs in the parks makes it even more important to have choices for dog parks. Notice how full the dog park is. We need more. Thank you.

I live on Granite St directly across from the pickleball courts. That sound does not bother me. The lights don't bother me. I think it is fantastic how crowded the courts are with people from teenagers to 80 year old's. Anything that gets that many people out and about should be encouraged and expanded.
I live across the street from the pickle ball courts and they are constantly in use - which is great! But the wait time is too long to get a court. Please add more courts in the city! or reline tennis courts for multi-use.
Please get the golf course up and running. It's a beautiful feature in this city- add some pickle ball courts there! Thanks!
We are having more & more pickleball players & we could use more courts. The tennis courts @ hunter park could be easily re-lined to accommodate pickleball play. This would make is easier to find a place to play. Thank you.
We are having more pickleball players of all ages & would like to request Hunter park tennis courts to be stripped for multi-use . Thank you.
We need more recreational activities for senior like pickleball in Hunter park.
I want to see more pickleball courts. I'd love to see public indoor courts eg. if the community center was repaired we could be tape to mark a court or two.
My first priority is the gold course. I utilize it every day and adore the facility. It produces so much to the city I pray that it somehow can survive.
Please tell Michael Black to stop constructing/deconstructing the shelter over the ice rink. What a waste of money and shade!
We need a feeder Mt bike specific trail that connects downtown Ashland to the Mt. bike trails in the Ashland watershed and to provide more beginner trails for people who would like to access the sport.
Building more trains such as Mt bike trails can help establish Ashland as a Mt bike destination that can further diversify the economy. See Grand Junction Colorado and the Grand Valley as a case study. Also look at Embark in bend OR as a possible co-working space that can draw in new business to the area.
Parks & Rec: pickleball has EXPLODED in popularity as a social & accessible sport for all ages & demographics. It provides community for the elderly & young alike. We love the courts at Lithia but already they are often overfull! We need more pickleball courts in the city of Ashland. Ideally located on the opposite end of town from Lithia to be easier to access for South Ashland folks. New courts would be great but also putting lines on existing courts like Hunter Park would be cost effective and fast.
Create pickleball courts throughout Ashland. There are not enough courts for existing players let alone future players or visiting players. There are many parks and public spaces that could accommodate pickleball courts.
Keep the parks.
Support out Mt. bike community!
We are now overflowing our pickleball courts in Lithia Park. *Repurpose tennis courts @ Hunter to pickleball courts. * Build courts @ Oak Knoll Golf Course

Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering
Water conservation. Brown is the new green
Wetland Conservation
Tree pruning practices - respect for trees
Where is priority for golf course? Recreation
Arts & Entertainment - Role of COA APRC
Recreation Programs - pool progress, indoor vs outdoor- energy costs
Noise pollution - blowers/trimmer
Senior center funding - open more days
Pickleball -court use maximized
Pickleball/tennis court locations
Dogs in Parks policy
Dog park
Importance of parks/open space to connecting community
Sustainability Initiatives
SOU partnership - APRC COA, learning lab, service projects
Mountain bike trails closer to town, more accessible/safe routes for children
Addressing Lithia Park Hillside/Glenview safety
Management & control of APRC & budget
Golf course water use-tourist amenity, other use, pickleball courts
Indoor recreation center - fields
TID easements & access
More access to bike trials children safety
North Mountain Park playgrounds exposed to sun
Need shade over play structures
central bike path access points for bikes - East Main

Social Initiatives/Services
Affordable childcare similar to affordable housing is a driver for many other issues. Among them are economic stability/development attracting more families to Ashland and the prevention of homelessness. I urge City decision-makers to invest in staff who can partner with others in the early childhood and childcare professions and champion a local plan that elevates equity and includes leveraging State and Federal resources to address the need for affordable childcare in Ashland.
I am concerned about Ashland services diminished. Asante Home Health quietly closed a few years ago. Now no Intensive Care Unit at the Ashland Asante. No Day Care for seniors in Ashland only one SNF and one assisted living which keeps changing owners it seems. No DMV hope the Post Office stays etc.
Affordable childcare (social initative social services) is crucial to economic opportunity (attracting more families) & community investment. Portland is beginning to provide child care facilities at sites of retirement facilities (churches are also an option as is the senior center or the Grove). This is highly cost effective as much of the staffing is provided by the retired/elderly (a senior service). Both ends of the age spectrum benefit. The city would need to set child care standards in line with state requirements. Hiring of directors or SOU grad students or staff would be primary on-going expense; also cots tables rugs educational materials which I bet many Ashland residents would donate! I am Early Childhood Specialist MA ECE former adjunct faculty in Ed. Dept at SOU. I would be happy to consult at no cost. Childcare is not just an Ashland Community priority but a nation-wide concern!
I feel very strongly that senior services are under represented in this dot vote. most people who utilize the services are very old and don't go out (especially after dark). This needs to be taken into consideration.
Food/clothing shelter/ kids always first
I would like to add an objective to topic of social initiatives and services. Ashland needs to be linked to a system-wide crisis response program for behavioral health needs. The goal should be to serve people who experience mental health and addiction symptoms with non-police professional providers. System services to provide care that keeps people out of jail and hospitals.
Develop city owned transient shelter to get homeless squatters off our streets & bike paths! (way to scary to walk around!)

Comments/Ideas Presented at the Group Discussion at the Town Hall Gathering

Group 1
Shelter locations Permanent vs temporary City facilities/buildings not available OHRA - possible location Notification process - what is the way to notify? No bus service within city communities City services vs. RVTD grass roots funding for city bus services vs raise taxes

Senior center possible has resources
Partner w/community businesses who have busses/vans
Seniors impacted
Application for transportation services

Childcare
Any city resources for this
YMCA possibly working on this

Racial Justice collaboration
community
SOU
BASE

Group 2

Mental/behaviors health resources - topic to add
crisis response teams
Partner with county
help make functional community members

Childcare
Setting them up at senior/retirement facilities

Social Justice
what is city/council doing
social justice manager - who will dot his? City looking at this
OSF of target regarding

Shelters
Not enough space, using other locations such as library
volunteers needed vs OHRA
shelters for families (children)
problem is possible not in my backyard when finding a permanent shelter location
specific family having issues

governor priority for homelessness
triage limits resources with OHRA
encampment location requested
waitlist long for country shelters
self sufficient on the street don't have location
keeps people from setting up in dangerous locations i.e. watershed
actual # of homeless in Ashland

Group 3

Social Justice

city services that are working on this
conversations that work better for all diversity groups in city
partner with SOU & OSF
SOU population has interest in this
Holiday with parade to bring this people together

Transportation

No late bus services, tax incentives for participants
city working to partner with RVTD

Childcare

Restart SOU services? Maybe a few still available
Reviewing city properties

Shelters

SOU students as volunteers/work credit manning these
How is it going with OHRA doing this?
Transitional housing might be better vs short term
location for RV's to stay

Group 4

Town Hall meetings requested more often

Childcare

	short term downtown for events
Transportation	
	Free charging stations that are available, good resource
	drug treatment - what are available
Social	
	City working with LGBT+ community
	rainbow flags on city property
	Council has order/process for this now
	Kindness pole holders - who regulates these?
	Does have and inclusive feeling for attracting people
	vaccine vs unvaccinated still an issue. Look at this from social equity standpoint
Shelters	
	What are available here?
	What groups do OHRA take?
	Groups that don't want housing, what is the root cause? Can city identify this?
	treatment of homeless by community

Misc
Thank you for seeking input from the community through this Town Hall. However the way I understand it we are being asked to "spend" 12 virtual dots on the objectives outlined here: https://www.ashland.or.us/Page.asp?NavID=18289 I am familiar with dotmocracy voting and I'm concerned about the way the options are laid out. 1) None of these priorities have a verb attached to them. For example "Severe weather shelter" doesn't specify whether you want to build one purchase one or refurbish an existing building. "Arts and Entertainment" doesn't say whether we are voting to invest tax dollars to support OSF or to convene a meeting to hear about the needs of local artists or to commission more public art pieces. Without verbs you are asking people to choose between concepts rather than initiatives. Initiatives should be able to compete for scarce resources while concepts should not. 2)This creates a problem because you are essentially asking a room full of people to vote about whether they care more about EITHER "wildfire risk reduction" OR "social equity and racial justice". This is a false dichotomy! You've falsely set two concepts into direct competition for scarce resources (i.e. limited dots). If there were verbs attached to these objectives I could conceivably select between "offer a fire-resistant landscaping class" OR "make a brochure about Black History Month". But these are only presented as concepts and I can care about both concepts equally at the same time. It should be possible for the Council to take actions that support both objectives or even to have one approach informed by the other. False dichotomies like this one are unnecessarily polarizing. 3) The voting options that you have offered here should be examined for "vote splitting" which is one of the pitfalls of dotmocracy voting. A quick review of the options shows at least one flagrant case of vote splitting. For example a vote for the "Implement Climate Energy and Action Plan" should also implicitly INCLUDE a vote for "Multi Modal transportation/transit". Ashland's existing Climate and Energy Action Plan already contains strategies for multi-modal connectivity public transit ride-sharing bike and pedestrian access. (https://ashlandor.org/wp-content/uploads/Ashland-Climate-and-Energy-Action-Plan_pages.pdf page 46) By setting these up as two separate options when they are really components of the same thing you have split the votes of people who want to take conservation action. https://dotmocracy.org/dot-voting/

CONTINUED: 4) As an environmental educator and manager of North Mountain Park Nature Center I'm concerned that we don't see any mention of youth education science education or sustainability education for any age group. Because the Nature Center is housed within the "Recreation" wing of Parks and Rec all the sustainability and natural resource education that we offer at the Nature Center is hidden under the somewhat misleading bullet: "Recreation". 5) Which brings me to my final point. Without more information about what we are voting on the objectives (as outlined) are obscuring the real value and meaning of things. Just as the word "Recreation" hides the immeasurable impact of thousands upon thousands of kids and adults taught to live sustainably through North Mountain Park Nature Center programing. There are other examples of this lack of clarity throughout the list. "City Parks and facilities maintenance" could mean increasing staffing for Parks maintenance or it could mean that you're suggesting that we make Parks staff responsible for a greater number of facilities. "Implement Climate Energy and Action Plan" is a shorthand for over 120 pages of well-researched and thoughtful advice. Links to that document should probably be provided before we vote. And "Review and approval of development projects" or " Diversify the local economy" could obscure any number of things some of which I might support and others of which I might oppose. I don't know what those objectives mean to the Council so I don't know what actions my vote could be used to justify. This process lacks clarity. I would like to see verbs used to lay out the proposed actions under each objective. If we all vote ranking what "concepts" are valued most by the people at the town hall meeting... then we are going to serve the priorities of the vocal few who happen to understand what the Council means by each of these bullets. I believe that this voting system (as worded) will lead to a low-valuation on objectives that serve historically-marginalized people children who are too young to participate in City government and of course the silent wildlife and plants with whom we share this landscape. I hope that you will re-consider this approach or at least take these results with a grain of salt.

I will be grateful for less drama on the council (won't miss Julie or Shaun) and suggest that Dennis Slattery be appointed to fill out the mayor's term.

The selection of topics under the major headings is a jumble of required city/public services mixed with special interest current concerns. Paying for essential public services is not optional. For those mandatory services which may not have attracted as many dots as parks housing and fire/disaster resilience they are services that citizens count on: fire police community development (with significant state mandates but also guidance and includes planning building and conservation) water (safe drinking water is taken for granted) sewer paved streets with functioning stormwater management and electricity (in Ashland's case by voter and citizen choice for a century) are basic and not up for dismissal. Since property tax (severely limited in Oregon for 35 years) and state revenues don't fully support the cost of these services the city has been creative and successful (see the Meals Tax and the Hotel/Motel tax and fees attached to each utility) in finding revenues to support a right-sized program. The city should look at a parcel tax to raise funding for services: City of Jacksonville has successfully defended a parcel tax that funds their fire department (not sure if that includes police). I think several desired city services could logically be tied to a parcel tax on homes worth more than a certain amount such as $300 000. Things like disaster planning street paving police and fire affordable housing. This would be paid annually. SDCs for new development should be looked at for as many capital needs as possible beyond sewer water and street expansion costs. For example single family homes on large lots in the forest interface pose a higher added risk of emergency response than homes along the main boulevards. All areas below a certain density of units per acre have fewer lots/homes per lineal feet to support not only new construction cost but the forever pavement maintenance water line maintenance power distribution etc. imposed on the city.
Hi! Thank you for allowing us to vote on COA Priorties online for those of us who couldn't make the Town Hall. There is only one comment I wanted to make about the survey. COA CUSTOMER SERVICE shouldn't even be a question. Although not a priority like fire mitigation or safety it should be assumed. Thanks again Brigette
Just one comment regarding the option "City culture of customer service." Please folks it's udderly ridiculous to have to vote for customer service. Customer service should be a 100% goal always in all departments.
It is my understanding you are accepting comments on the upcoming budget. I sincerely request the City of Ashland include in the budget plans for 2023 payment of the funds necessary to restore my home at 236 N 1st Street Ashland Oregon to it's pre-loss condition. October 30 2022 my home at 236 N 1st Street was flooded every room in the house with raw sewage as a result of the negligence of the City of Ashland. Since the catastrophe occurred where I lost all my food toiletries personal family treasures all my furniture and over 1000 items of non salvageable belongings as well as a place to live the City of Ashland has paid out zero dollars in restitution although on the day after the catastrophe the city assumed itself as totally at fault. I experience this as unconscionable that no financial assistance has been rendered. I request the City of Ashland please be accountable and assume 100% financial responsibility to remedy this devastating situation and fully fund recovery efforts to restore the property to a pre-loss condition and reimburse me personally for the tremendous loss of personal property. At present my entire home sits gutted with all the floors ripped out walls half torn out all the kitchen cabinets are gone the bathrooms are emptied of the cabinets sinks showers toilets and floors. It is a complete and total loss and I need 100% restitution assistance please. The current third party insurance company CIS the city hired is obviously not adequate to remedy this urgent situation. Please help!

No easy way to participate via online dot voting! So I am doing this as my only option. I am registered at City of Ashland but not OpenGov (no link given) Item #. Dots awarded 4 3 dots 10 1 dot 12 1 dot 17. 1 dots 15. 1 dot 20. 1 dot 23. 1 dot 24. 1 dot 29. 1 dot 30. 1 dot
Has there been any progress in determining the cause of the knocking & banging on houses all across Ashland in the middle of the night? We experienced two separate incidents and via "Next Door Neighbor" app have observed dozens of incidents & reports of shootings as well. The noises we heard were very clear & even cadence & the number of raps differed from other reportings as did the specific times. Than you for devoting some attention to this potentially serious safety & culture issue.
I think this was a good start for public engagement. I would like to see the folks here tonight be given a way to stay engaged with issues & developments that they care about. Example: encourage them to sign up for updates related to_____. If we had a city council member that focused on a distinct neighborhood - like per the evacuation zone then a relationship and understanding can start to build. These problems are not insurmountable and we can be more effective by coming together.
I would like to see "specific" programs with "defining" steps residents as well as the of tae city of Ashland can take steps to conserve water.
This town hall was/is a great idea but very hard to listen/hear what's going on at different tables especially once we were asked to move from initial tables. None the less very much appreciated.
Balanced budget - I have ran several businesses & been on several committees - You cannot spend more than you have. Audit - & prosecute anyone that has profited & stole from the city or appropriated funds for their own benefit!
Please provide opportunities for community to patriciate in commissions & committees. It is democracy in action. The former mayor & city manager dismantled out public ability to make Ashland the engaged community the citizens WANT.
Sustainability can be linked to more strategic sovereignty. what products & services are we importing that we could not producing here- and perhaps eventually even export? More local investment instruments that could include grassroots involvement (not just credited investors) could raise money for projects without raising taxes. This means creatively involving locals bringing at least 10% or even 1% of their savings/investment $ home
No justice no peace or anything else. We all care about & want- There is a way forward that is will development & proven in practice.
This was a really fun community event! I enjoyed listening to the staff and councilors.

Pull resources. F.B. this was a great to gather us together as a community. There has got to be a way for open communication that lets everyone have a voice. I mean everyone. Calling another's opinion misinformation is dividing the community not bringing it together. F.B. is not a good venue to explore either. I have no respect for FB that has control of what people say. We each are valuable and have our gifts. Maybe the word curiosity could be our new motto. Curious about what our neighbor thinks. How about recommending folks "MAP THEIR NEIGHBOORHOOD" Really get to know their neighbors! Work in supporting and helping those in need. That is what we are here for. How can help each other and our city will flourish thus the ripple effect. How can we a model of a healthy vigorous well nourished community. Another person suggested that we invite the wealthy of this community to help with community projects. This would turn the tide instead of the rich just getting richer they could invest in a local needs. Another model for a better ventured world & world view. Curious about all perspectives. Let's keep property taxes from continuing to grow.
Schools are fountains of change invite middle & high school students to be a city committees for general problems almost any task could be accomplished with kids' help.
Change charter so that councilors no longer run for a specific position or seats. Instead have the 4 highest vote getters elected to the council.

Enjoyed the town hall. Great event.

More partnerships with youth SOU.
A heartening beginning to what hopefully can spark new & better solutions.
Better use of citizen volunteers
How does the recent vote for parks dept change the economics of the city?
If Ashland has a budget crisis to deal with let's look around and even visit other cities that have gotten creative and found ways to increase revenue. Perhaps paid parking for out-of-state license plates? Voice-and-sight-dog tags?

Council Business Meeting

March,15 2023

Agenda Item	Appointment of Keeley Reiners to the Climate Policy Commission	
From	Melissa Huhtala	City Recorder
Contact	Melissa.huhtala@ashland.or.us; 541-488-5307	

SUMMARY

Confirm Mayor's appointment of Keeley Reiners to the Climate Policy Commission.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Municipal Code (AMC) Chapter 2.19.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

This is confirmation by the City Council of the Mayor's appointment to the Climate Police Commission.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the appointment of Keeley Reiners to the Climate Policy Commission with a term expiring April 30, 2025.

REFERENCES & ATTACHMENTS

Attachment 1: Application

CITY OF ASHLAND

CITY OF
ASHLAND

APPLICATION FOR APPOINTMENT TO CITY COMMISSION/COMMITTEE

Please type or print answers to the following questions and submit to the City Recorder at City Hall, 20 E Main Street, or email melissa.huhtala@ashland.or.us. If you have any questions, please feel free to contact the City Recorder at 488-5307. **Attach additional sheets if necessary.**

Name Keeley Reiners

Requesting to serve on: Climate Policy Commission (Commission/Committee)

Mailing Address [redacted]

Physical Address [redacted]

Occupation Student Phone: Home [redacted]

Work N/A
Email [redacted]
Fax

1. Education Background

What schools have you attended? Southern Oregon University

What degrees do you hold? Currently in my second year of College Majorir

Minoring in Outdoor Adventure Leadership and Sociology & Anthropology, A cert

What additional training or education have you had that would apply to this position?
I have taken leave no trace classes.

2. Related Experience

What prior work experience have you had that would help you if you were appointed to this position?

that require you to reach out to people and make sure their concerns are being tal

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? I believe that anyone can get more train

not one person knows everything, training is a crutial part of any job and even of y

3. **Interests**

Why are you applying for this position? I love being a voice for others who do no

I also want to see how city councils work and the types of processes are involved

lastly I want to make sure that the younger generation is being heard in while mak

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes I am, I prefer evening meetinç due to classes.

5. **Additional Information**

How long have you lived in this community? Since September 2021.

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

I am super interested in just being involved more throughout the Ashland commur to help make changes for the better and I believe that I can help speak up for wha

I also have lots of connections with other students from my involvement on the ca

share what the Ashland City Council is working on and also hear there voices

on different projects that are happening to get a wider viewpoint.

3/31/2022 Keeley Kerner

Date Signature

Council Business Meeting

March 15, 2023

Agenda Item	Approval of Liquor License Request for Martollis Hand Tossed Pizza	
From	Melissa Huhtala	City Recorder
Contact	Melissa.huhtala@ashland.or.us; (541) 552-2084	

SUMMARY

This is a request for approval of a liquor license application for Martollis Hand Tossed Pizza, 38 E. Main, Ashland, OR 97520.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

This is an application for a Full-On Premises Commercial Liquor License.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

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

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for Martollis Hand Tossed Pizza.

REFERENCES & ATTACHMENTS

Attachment 1: Application

CITY OF ASHLAND

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
   - If the premises street address is within a city's limits, the local government is the city.
   - If the premises street address is not within a city's limits, the local government is the county.
3. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation** to OLCC.LiquorLicenseApplication@Oregon.Gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

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

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

Additional Information

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

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

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

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

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

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

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

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

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location

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

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

INTERNAL USE ONLY

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

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

☐ Recommend this license be granted

☐ Recommend this license be denied

Printed Name _____ Date _____

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
Bradford Pizza Inc.	
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):
Martollis Hand Tossed Pizza

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

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
(541) 482-1918	martollis@gmail.com

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

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

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

I give permission for the below named representative to:

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

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

Representative Name:

Phone number:	Email:

Mailing address:

City:	State:	Zip Code:

LIQUOR LICENSE APPLICATION

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

Application Contact Name: Mark Hedford

Phone [redacted]

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

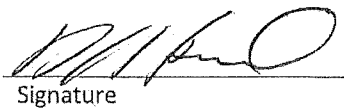
4. The licensed premises at the premises street address either:
   a. Has no area on property controlled by a public entity (like a city, county, or state); or
   b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least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

LIQUOR LICENSE APPLICATION

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

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

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

Print name	Signature	Date	Atty. Bar Info (if applicable)
Mark Hedford		2-13-23	

Council Business Meeting

March 15, 2023

Agenda Item	City Council Election to fill Councilor Positions #2 and #3 Vacancies	
From	Joseph Lessard	City Manager
Contact	joe.lessard@ashland.or.us; 541-522-2103	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This agenda item is the City Council election to fill two vacant Councilor positions; Positions No. 2 and 3. The Council must appoint/elect replacements within 60 days of the effective dates of the individual resignations (see Article III, Section 4 of the City Charter below under Policies, Plans & Goals Supported). The sixty-day deadlines for the vacant Councilor positions are as follows:

- March 24, 2023, for Councilor Position No. 3
- April 8, 2023, for Councilor Position No. 2

City Council appointments/elections to fill a vacant elected office position is for a term that expires upon election of a successor by public vote at the next biennial election. The elected Councilors will serve terms as follows:

- Position No. 3 (first vacated position) – This election by the City Council is for an approximate two-year term to complete the current vacancy's regular four-year term of office. The next public vote to fill this position will be during the Nov. 2024 General Election for a full four-year term of office.
- Position No. 2 (second vacated position) – This election by the City Council is for an approximate two-year term when it will be up for a public vote during the Nov. 2024 General Election at which time it will be up for an additional two-year term to complete the balance of the current vacancy's regular four-year term of office. The next election to fill this position for a full four-year term of office will be during the Nov. 2026 General Election.

The City Council adopted the below outlined process for soliciting applicants and conducting the election to fill the two vacant Councilor positions. The process has previously been used by the City to fill other elected officer vacancies.

1. Ashland citizen applications for the vacant positions were due by 5:00 p.m. on February 14, 2023; historically, City Council applications require submittal of a letter of interest, resume and responses to the following questions:
   - What are the biggest issues facing the City?
   - What is your primary motivation for seeking a vacant Elected Official position/seat?
   - What Community and City activities have you been involved in recently?
   - What is the role of the City Councilor?
2. Interviews of received applicants by Councilors;
3. City Council election at Business Meeting(s) to fill vacant Councilor positions within the sixty-days deadlines.

The City received nineteen (19) applications to fill one or either of the vacant City Council positions by the Feb. 14th application deadline. To select finalists for the two vacant positions, the Council will use a small group **ranked-choice voting** process. This process includes two rounds of voting. In the first round of voting each Councilor will use a ballot to identify their top two candidate preferences from among the nineteen applicants. An applicant that receives a majority of Councilor preference votes in the first round will be declared selected to fill a vacant Councilor position.

If the first ballot does not result in a winning candidate for one or both vacant positions, the Council will use a ranked choice ballot to fill vacancies in a second round of voting. In this second round, each Councilor will list on a ballot their order of preferences from among candidates who received votes under the first ballot's voting but were not selected by a majority of the Council. Councilors will indicate their order of preference as "1" for a first preference, "2" for a second preference, and so on through all the remaining candidates. Candidates who receive a majority of first preference votes in the second round (or first or second choice votes if filling two vacancies in the second round) will be declared a selected candidate (or candidates) in the second round.

If no candidates receive a majority, then the selection will be made by ordering the second-round candidates by the sum of each candidate's ranking by the four electing Councilors. The selected candidate(s) would have the lowest sum of rankings.

In limited circumstances, due to the current sitting Councilor having an even number of Councilors, a tie vote can occur, in which case the tie will be settled by a Mayoral coin toss.

Once the two finalists have been selected, they will be formally elect by a City Council motion referencing the individuals and the position for which they are selected (see Suggested Next Steps below). Selected candidates who applied for only one of the two vacant positions will be placed in that position. If the winning candidates applied for both vacant positions, the first selected or highest vote count applicant will be elected to Position No. 3 on the Council (the first Council position vacated); the second selected will be elected to Position No. 2.

POLICIES, PLANS & GOALS SUPPORTED

City Charter Article III – Elective Officers, Section 4 – Vacancies specifies the City Council has sixty (60) days from an effective resignation date to fill a vacated Elected Officer position:

> **Section 4. Vacancies** An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony; other offense pertaining to his/her office, or unlawful destruction of public records; resignation; recall from office or ceasing to possess the qualifications for the office; or, in the case of the Mayor or Council Member, upon his/her absence from the City for thirty (30) days without the consent of the Council or upon his/her absence from meetings of the Council for sixty (60) days without like consent, and subsequent declaration of the vacancy by a two-thirds affirmative vote of the Council.

A vacant elective office in the City shall be filled within sixty (60) days by the Council electing some qualified person to fill such vacancy. The appointee's term of office shall begin immediately upon appointment and shall continue until a successor, elected at the next biennial election, takes office for the unexpired term. The Council shall have the power, by a two-thirds affirmative vote, to expel any member of the Council for disorderly conduct in Council or inattention to duties. No Council member shall be expelled without notice and a hearing by the Council.

BACKGROUND AND ADDITIONAL INFORMATION

This item is in response to the following sequence of City Council events:

- On January 23rd, Mayor Akins resigned from Ashland City Council effective January 27th.
- On January 24th, Councilor Moran, Council Position #3, resigned from Ashland City Council effective immediately.
- On January 31st, the City Council adopted a process and schedule for electing an individual to fill Council Position No. 3
- On February 7th, The City Council elected Tonya Graham, Councilor for Position No. 2, to the position of Mayor of the City of Ashland. Council also directed that the resulting Council election to fill Councilor Position No. 2 would follow the same process as that set on January 31st for Councilor Position No. 3.
- On February 22nd, The City Council reconsidered the election of Tonya Graham to the position of Mayor to eliminate the conflict of interest in her voting for election on February 22nd. Following the affirmative vote to reconsider, the City Council voted, with Councilor Graham absent, to reelect Tonya Graham to the position of Mayor of the City of Ashland.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Once the Council has selected the two finalists from the rank voting process, the following motions will be in order:

- I move that the City Council elect *(insert name of first selected applicant)* to fill **City Council Position No. 3.;** and/or

- I move that the City Council elect *(insert name of second selected applicant)* to fill **City Council Position No. 2**.

REFERENCES & ATTACHMENTS

None

Total votes	Person1	Person2	Person3	Person4	Person5	Person6	Person7	Person8	Round1	Round2
8	4	4							2	
8	4	3	1						2	
8	4	2	2						1	Tonya breaks tie to pick second councilor
8	4	2	1	1					1	Round two rank order three candidates to pick one
8	4	1	1	1	1				1	Round two rank order four candidates to pick one
8	3	3	2						2	
8	3	3	1	1					2	
8	3	2	2	1					1	Round two rank order three candidates to pick one
8	3	2	1	1	1				1	Round two rank order four candidates to pick one
8	3	1	1	1	1	1			1	Round two rank order five candidates to pick one
8	2	2	2	2						Round two rank order four candidates to pick two
8	2	2	2	1	1					Round two rank order five candidates to pick two
8	2	2	1	1	1	1				Round two rank order six candidates to pick two
8	2	1	1	1	1	1	1			Round two rank order seven candidates to pick two
8	1	1	1	1	1	1	1	1		Round two rank order eight candidates to pick two

BALLOT #1

(two (2) votes per Councilor; enter "1" for each vote)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3					
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3					
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3	✓				
11	**Sharon Dohrmann**	2 / 3	✓				
12	**Jill Franko**	2 / 3					
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

Dahle - 3 votes pos. 3

Dylan Bloom pos #2

OK

BALLOT #1

(two (2) votes per Councilor; enter "1" for each vote)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3					
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3					
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3		X			
11	**Sharon Dohrmann**	2 / 3		X			
12	**Jill Franko**	2 / 3					
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

ok

BALLOT #1

(two (2) votes per Councilor; enter "1" for each vote)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3					
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3					
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3			✓		
11	**Sharon Dohrmann**	2 / 3					
12	**Jill Franko**	2 / 3			✓		
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

ok

BALLOT #1

(two (2) votes per Councilor; enter "1" for each vote)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	Linda (Peterson) Adams	3				1	
2	Craig Anderson	2 / 3					
3	Jim Bachman	2 / 3					
4	Julian William Bell	2 / 3					
5	Kimberly "Kimber" Bishop	2 / 3					
6	Dylan M Bloom	2 / 3				1	
7	Gerard Boulanger	2 / 3					
8	Mark Brouillard	2 / 3					
9	Sidney Brown	2 / 3					
10	Jeffrey R Dahle	2 / 3					
11	Sharon Dohrmann	2 / 3					
12	Jill Franko	2 / 3					
13	Leslie Gore	2 / 3					
14	Patt (Patricia J) Herdklotz	2					
15	Lauren Michiko Lewis	2 / 3					
16	Jon Merripen	2					
17	Russell Phillips	2 / 3					
18	Shawn W. Saleme	2 / 3					
19	Lyle Scheer	2 / 3					

AL

BALLOT #2

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	Linda (Peterson) Adams	3	3				*
2	Craig Anderson	2 / 3					
3	Jim Bachman	2 / 3					
4	Julian William Bell	2 / 3					
5	Kimberly "Kimber" Bishop	2 / 3					
6	Dylan M Bloom	2 / 3	2				*
7	Gerard Boulanger	2 / 3					
8	Mark Brouillard	2 / 3					
9	Sidney Brown	2 / 3					
10	Jeffrey R Dahle	2 / 3					
11	Sharon Dohrmann	2 / 3	1				*
12	Jill Franko	2 / 3	4				*
13	Leslie Gore	2 / 3					
14	Patt (Patricia J) Herdklotz	2					
15	Lauren Michiko Lewis	2 / 3					
16	Jon Merripen	2					
17	Russell Phillips	2 / 3					
18	Shawn W. Saleme	2 / 3					
19	Lyle Scheer	2 / 3					

OK

1st place

Dylan Bloom
Sharon Dohrmann
Jill Franko

BALLOT #2

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3		3			
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3		2			
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3					
11	**Sharon Dohrmann**	2 / 3		1			
12	**Jill Franko**	2 / 3		4			
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

ok

BALLOT #2

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3			4		
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3			2		
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3					
11	**Sharon Dohrmann**	2 / 3			3		
12	**Jill Franko**	2 / 3			1		1
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

OL

BALLOT #2

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3				2	✱
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3				1	✱
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3					
11	**Sharon Dohrmann**	2 / 3				3	✱
12	**Jill Franko**	2 / 3				4	✱
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

ok

BALLOT #3

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	Linda (Peterson) Adams	3					
2	Craig Anderson	2 / 3					
3	Jim Bachman	2 / 3					
4	Julian William Bell	2 / 3					
5	Kimberly "Kimber" Bishop	2 / 3					
6	Dylan M Bloom	2 / 3	1				*
7	Gerard Boulanger	2 / 3					
8	Mark Brouillard	2 / 3					
9	Sidney Brown	2 / 3					
10	Jeffrey R Dahle	2 / 3					
11	Sharon Dohrmann	2 / 3	1				*
12	Jill Franko	2 / 3	3				*
13	Leslie Gore	2 / 3					
14	Patt (Patricia J) Herdklotz	2					
15	Lauren Michiko Lewis	2 / 3					
16	Jon Merripen	2					
17	Russell Phillips	2 / 3					
18	Shawn W. Saleme	2 / 3					
19	Lyle Scheer	2 / 3					

Breaktie

Dylan Bloom

Sharon Dohrmann

OK

BALLOT #3

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	**Linda (Peterson) Adams**	3					
2	**Craig Anderson**	2 / 3					
3	**Jim Bachman**	2 / 3					
4	**Julian William Bell**	2 / 3					
5	**Kimberly "Kimber" Bishop**	2 / 3					
6	**Dylan M Bloom**	2 / 3		2			
7	**Gerard Boulanger**	2 / 3					
8	**Mark Brouillard**	2 / 3					
9	**Sidney Brown**	2 / 3					
10	**Jeffrey R Dahle**	2 / 3					
11	**Sharon Dohrmann**	2 / 3		1			
12	**Jill Franko**	2 / 3		3			
13	**Leslie Gore**	2 / 3					
14	**Patt (Patricia J) Herdklotz**	2					
15	**Lauren Michiko Lewis**	2 / 3					
16	**Jon Merripen**	2					
17	**Russell Phillips**	2 / 3					
18	**Shawn W. Saleme**	2 / 3					
19	**Lyle Scheer**	2 / 3					

GK

BALLOT #3

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	Linda (Peterson) Adams	3					
2	Craig Anderson	2 / 3					
3	Jim Bachman	2 / 3					
4	Julian William Bell	2 / 3					
5	Kimberly "Kimber" Bishop	2 / 3					
6	Dylan M Bloom	2 / 3			2		
7	Gerard Boulanger	2 / 3					
8	Mark Brouillard	2 / 3					
9	Sidney Brown	2 / 3					
10	Jeffrey R Dahle	2 / 3					
11	Sharon Dohrmann	2 / 3			3		
12	Jill Franko	2 / 3			1		
13	Leslie Gore	2 / 3					
14	Patt (Patricia J) Herdklotz	2					
15	Lauren Michiko Lewis	2 / 3					
16	Jon Merripen	2					
17	Russell Phillips	2 / 3					
18	Shawn W. Saleme	2 / 3					
19	Lyle Scheer	2 / 3					

BL

BALLOT #3

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

Row	Candidates (alphabetical)	Position Requested	1. Paula Hyatt (Pos. No. 1)	2. Bob Kaplan (Pos. No. 4)	3. Gina DuQuenne (Pos. No. 5)	4. Eric Hansen (Pos. No. 6)	Notes
1	Linda (Peterson) Adams	3					
2	Craig Anderson	2 / 3					
3	Jim Bachman	2 / 3					
4	Julian William Bell	2 / 3					
5	Kimberly "Kimber" Bishop	2 / 3					
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BALLOT #4

(enter preference ranking for each "Advanced" candidate; enter "1" for first/top choice, "2" second choice, "3" - third , etc.)

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Council Business Meeting

March 15, 2023

Agenda Item	Resolution 2023-06 Updating and Consolidating Prior Resolutions Establishing City Council and Management Advisory Committees	
From	Joseph Lessard	City Manager
Contact	Joe.lessard@ashland.or.us ; 541-552-2103	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This item updates and consolidates prior City Council resolutions 2022-24 (adopted Sept. 20, 2022) and 2022-32 (adopted Nov. 1, 2022) as follows:

1. Consolidates the prior resolutions to include all City Council established Advisory Committees into one resolution, including:
   - Climate and Environment Policy Advisory Committee (CEPAC)
   - Historic Preservation Advisory Committee (HPAC)
   - Housing and Human Services Advisory Committee (HHSAC)
   - Public Arts Advisory Committee (PAAC)
   - Social Equity and Racial Justice Advisory Committee (SERJAC)
   - Transportation Advisory Committee (TAC)
   - Forest Lands Advisory Committee (FLAC)
2. Adds establishment and responsibilities language for the Forest Lands Advisory Committed incorporated into the Resolution 2022-32 adoption motion by amendment but without complete establishment language.
3. Clarifies that all City staff ex-officio members of City Council Advisory Committees are nonvoting members plus other minor clarifications.
4. Updates the voting membership of the Climate and Environment Policy Advisory Committee (CEPAC) from nine (9) to twelve (12) positions. The voting member increase enables the conversion of three nonvoting ex-officio members from Southern Oregon University, Ashland School District, and Ashland's solid waste franchisee to voting members. Also, two designated positions for alternate voting members are eliminated. One nonvoting ex-officio position is maintained for the appointed City staff position. (see Section 3.A of attached Resolutions 2023-06)

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

The attached Resolution 2023-06 (redlined updates) includes the provisions of Resolution 2002-24 and 2002-32 with all updates or changes highlighted in redline legislative format.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Motion to adopt Resolution 2023-06:

- I move to adopt Resolution 2023-06 consolidating and updating prior resolutions establishing City Council and Management Advisory Committees.

REFERENCES & ATTACHMENTS

Resolution 2023-06 (redlined updates)
Resolution 2023-06 (without redlined update)

RESOLUTION NO. 2023-06

A RESOLUTION UPDATING AND CONSOLIDATING RESOLUTIONS 2022-24 AND 2022-32 ESTABLISHING CITY COUNCIL AND MANAGEMENT ADVISORY COMMITTEES

RECITALS:

A. Whereas the citizens of Ashland have a strong history of voluntary service to their community, including on advisory bodies to the City of Ashland (City); and

B. Whereas Ashland citizens have important practical and technical knowledge on issues and topics important to sustaining the quality of life in the city and on the operational effectiveness of the City of Ashland organization; and

C. Whereas the City Council of the City of Ashland has an interest in promoting continued community participation in advising the City Council and City management.

~~D. Whereas on September 20, 2022, the City Council adopted Resolution 2022-24 establishing the following Standing Advisory Committees:~~

- ~~Climate and Environment Advisory Committee (CEAC)~~
- ~~Historic Preservation Advisory Committee (HPAC)~~
- ~~Housing and Human Services Advisory Committee (HHSAC)~~
- ~~Public Arts Advisory Committee (PAAC)~~
- ~~Social Equity and Racial Justice Advisory Committee (SERJAC)~~

~~Whereas on November 1, 2022 the City Council adopted Resolution 2022-32 also establishing the following Standing Advisory Committees:Trasportation Advisory Committee (TAC)~~
~~Forest Lands Advisory Committee (FLAC)~~

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D. Whereas on September 20, 2022, the City Council adopted Resolution 2022-24 establishing the following Standing Advisory Committees:

- Climate and Environment Advisory Committee (CEAC)
- Historic Preservation Advisory Committee (HPAC)
- Housing and Human Services Advisory Committee (HHSAC)
- Public Arts Advisory Committee (PAAC)
- Social Equity and Racial Justice Advisory Committee (SERJAC)

E. Whereas on November 1, 2022 the City Council adopted Resolution 2022-32 also establishing the following Standing Advisory Committees:

- Trasportation Advisory Committee (TAC)
- Forest Lands Advisory Committee (FLAC)

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~~E.~~

F. Whereas the City Council wishes to update and consolidate the actions included in Resolutions 2022-24 and 2022-32 establishing Standing Advisory Committees.

- ~~Trasportation Advisory Committee (TAC)~~
- ~~Forest Lands Advisory Committee (FLAC)~~

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

~~**SECTION 1.** The City Council replaces Resolutions 2022-22 and 2022-32 with this resolution updating and consolidating their actions to create City Council Advisory Committees and Management Advisroy Committees.~~ **SECTION 1.** The City Council replaces Resolutions 2022-22 and 2022-32 with this resolution updating and consolidating their actions to create City Council Advisory Committees and Management Advisroy Committees.

SECTION 2. Procedure and Guidance for advisory committees to the City Council and City staff include the following:

A. Each advisory committee shall serve solely as an advisory body whose actions or recommendations shall not be considered as City policy or the establishing of City policy or as final decisions of the City and are therefore not subject to administrative or judicial appeal.

Each advisory committee will provide service that does not conflict with the functioning of City departments or other government agency and shall have no executive or administrative powers or civil rights investigatory or enforcement authority. Attendance at an orientation or training session for standing advisory committee members, when offered, is required before they are permitted to further exercise voting rights at committee meetings. The City Manager will provide at least an annual orientation or training session update to all standing advisory committees and will be responsible for assigning City staff support for the work of the advisory committees.

Except as otherwise expressly stated, standing advisory committees shall observe policies and meeting and conduct rules consistent with those set forth for commissions and boards in AMC 2.10, Uniform Policies and Operating Procedures for Advisory Commissions and Boards, including its meeting and attendance, and code of ethics provisions.

B. Advisory committee members shall serve as individuals exercising their own best judgement and not as delegates for their respective organization or groups. Committees and their members are not official representatives of the City of Ashland and may not present their committees recommendations or their personal opinions or points of view as representative of the City's policy or operational perspectives. Prior to speaking publicly on behalf of their respective advisory committee, members must secure the permission of their committee to represent the activities or recommendations of their committee.

C. A quorum of each standing advisory committee shall consist of more than one-half (½) of the total number of its current Council-confirmed voting members, but in no case fewer than three (3) members. Appointed voting and alternative members of a standing advisory committee may not name a substitute or alternate member to attend a meeting of their advisory committee on their behalf. Nonvoting ex-officio members, staff, and liaisons do not count toward the quorum.

Appointed voting and alternate members of a standing advisory committee need not be physically present at a meeting if another means of attendance (e.g., telephonic, internet, etc.) has been established by the membership and public meetings law requirements are met. At least a majority of the quorum is necessary to adopt any motion; some motions may require the affirmative vote of at least two-thirds of the members present.

A voting or alternative member of a standing advisory committee should provide at least a 48-hour notice to both their committee's chairperson and the City Manager appointed ex-officio committee staff support member regarding any planned absence from a scheduled meeting of the advisory committee. In the event an unexpected or emergency absence, the member should notify their advisory committee's chairperson, or the appointed staff support individual within a reasonable time in advance of the meeting.

If the members in attendance do not constitute a quorum, staff or invitees may make informational presentations provided (1) Notes describing the presentations and discussions are made and posted on the City website; (2) no motion, debate or vote or any other official business other than adjournment takes place; and (3) all topics advertised are automatically added to the agenda for the next regularly scheduled meeting.

D. Standing advisory committees may request voluntary testimony but may not compel an individual or organization to appear before it or respond to questions.

E. Advisory bodies may consult with other city advisory committees on matters of mutual interest in the course of developing recommendations to bring to the City Council or City Management. It will be the responsibility of advisory committee chairpersons to work or meet informally as needed to coordinate the activities or coordination of matters between their committee and other advisory committees.

F. Standing advisory committee members (voting, alternative and non-City staff ex-officio) will be appointed by the Mayor with the consent of the City Council. Council confirmed standing advisory committee appointments shall have three (3) year terms. Members of

city commissions with corresponding responsibilities as the standing advisory committees will be invited by the City Recorder to confirm their interest in appointment by the Mayor without the necessity of submitting a formal new appointment application. New applicants must submit formal application with the City Recorder for Committee appointment. All regular terms commence with appointment and shall expire on April 30 of the third year. In the case that a new committee member is appointed to fill the remainder of a recently vacated voting position, the new member will be eligible for re-appointment at the end of the partial term they are completing. The City Manager will appoint all ex-officio -City staff support committee members which shall not have a vote on advisory committee matters. The Mayor, with City Council confirmation, will appoint Council liaisons to each of the standing advisory committees. Council liaisons shall be non-voting ex-officio members of the corresponding committees.

G. Standing advisory committees shall be governed by AMC 2.10 – Uniform Policies and Operating Procedures for Advisory Commission and Boards. Council liaisons will be assigned for standing advisory committees per AMC 2.04.100. Standing advisory committees will be reviewed by the City Council approximately every three years as to their assigned responsibilities, level of effectiveness and the need for their continued role and existence.

H. In keeping with the diversity, equity, and inclusion goals of the City of Ashland, efforts will be made to ensure that information regarding standing advisory committee vacancies and the application process is readily available and advisory committees are made up of residents that represent the diverse populations within the City. All committees shall assist the City of Ashland in ensuring that city programs related to the charge of the committee are equitable for all community members, including low-income, young people, persons of color, the elderly, and those living with disabilities. Standing advisory committees may have up to two additional ~~non~~-voting, ex-officio student/youth members who are of high school or college age (see also Section I below).

I. Unless otherwise stipulated below, voting and alternate standing advisory committee members will be comprised of individuals who reside within the City except one (1) member from each advisory committee may be an at-large member living within the City's urban growth boundary. Unless otherwise provided, all nonvoting ~~E~~ex-officio members are not required to be residents within the City or the urban growth boundary. Voting and alternate members must be over eighteen (18) years of age.

J. All standing advisory committees serve at the pleasure of the City Council and shall deliver to the Council an annual report on their activities and accomplishments in the preceding year and provide to the Council for its approval the priorities and workplan for the succeeding year. Standing advisory committees are expected to work with and advise the City Management and City Attorney to insure their committee recommendations are aligned with City Council priorities and can be implemented within the City's resources and legal authority.

Commissions transitioning under this resolution to become either standing advisory committees, or potentially to MAC status, are requested to complete any current work to develop recommendations for the City Council and advance them for consideration. These recommendations my advance either as a direct final report or presentation to the City Council or may be advance to the corresponding advisory committee or City Manager for reporting to the City Council.

K. The City Attorney is directed to return to the City Council in a timely manner with any updates, changes, or deletions to the Ashland Municipal Code to establish the here identified standing advisory committees as replacements for their corresponding city commissions or boards and to establish them as "Regular" advisory bodies per AMC 2.04.

SECTION 3. Standing Advisory Committees to the City Council are established and responsible for the purposes indicated in the following:

A. Climate and Environment Policy Advisory Committee (CEPAC)
A Climate and Environment Advisory Committee (CEAC) is established by the City Council. The CEAC should reflect and represent a wide range of community interests and perspectives. Such interests should include, but not be limited to, climate change and environment, public health, energy efficiency and renewable energy, low and moderate-income households needs, economic development, social equity, and sustainable economic development.

The CEAC will consist of up to ~~nine~~ twelve (12~~9~~) voting members ~~and up to four (4) optional ex-officio members as provided here~~. The CEAC will strive to include at least two (2) voting members who are 35 years old or younger at the time of appointment. ~~The f~~Three~~our~~ of the voting ~~ex-officio, non-voting~~ member positions are reserved for one (1) representative of the solid waste franchisee for the City; and one (1) representative from Southern Oregon University (SOU) administration/faculty; one (1) representative from the Ashland School District administration/facility. ~~, and one (1) representative appointed by t~~The City Manager will appoint one (1) nonvoting ex-officio member to provide support to the committee.

~~In addition to the voting members, the CEPAC may have up to two (2) individuals designated as alternate members. Alternate committee members may be seated to fill the role and responsibility of a voting member at a meeting of the CEPAC that does not have a quorum of voting members in attendance at roll call of the meeting. The rotating seating order between the two (2) alternative committee members in attendance at a CEAC meeting, shall be established by Mayoral designated order at the time of their appointment. Faculty or student ex-officio members of CEPAC may be appointed to be alternative members.~~

The CEAC shall be responsible for assisting the City in the following:

i. Making recommendations on strategies, actions and programs related to the implementation and updating of the Climate and Energy Action Plan in furtherance of its climate mitigation and adaption goals and strategies per AMC 9.40, recognizing that the Council may also request advice on other environmental matters from time to time. The issues the Climate and Environmental Policy Advisory Committee shall advise Council on include, but are not limited to:
    A. Recommendations for the City of Ashland's Climate and Energy Action Plan (CEAP) and any updates to the CEAP.
    B. Modifications to benchmarks, targets, or actions contained in the climate plan as needed to incorporate the best available science and practices to achieve the City of Ashland's climate-related goals and targets.
    C. The process for considering amendments and updates to the CEAP.
    D. Monitoring CEAP implementation progress for the community and for the City operations.
    E. Ensuring that the CEAP incorporates long-term social, economic, and environmental goals.
    F. Climate education
ii. Recommending CEAP implementation steps or improvements on behalf of the community and for City operations
iii. Providing information to staff and the City Council to ensure that benchmarks, targets, or actions develop for, or by the City of Ashland incorporate the best available science and practices to achieve the intended climate or environmental related goals and targets.
iv. Providing recommendations to ensure the City of Ashland's climate and environmental planning incorporates long-term social, economic, and environmental goals, including social equity for low-income households, persons of color, the young and elderly, and those with disabilities.
v. Educating and advocating for Ashland's environmental goals, including its Community Climate Recovery Goals.

B. Forest Land Advisory Committee (FLAC)

The Forest Lands Advisory Committee (FLAC) is established and shall consist of up to nine (9) voting members, including a member of the Ashland Parks Commission, and up to eight (8) nonvoting ex-officio members who will participate as needed. The ex-officio, non-voting member positions are reserved for representatives from the USDA Forest Service Ashland Ranger District, the Oregon Department of Forestry, the City's Director of Public Works, Director of Community Development, Fire Chief, Police Chief, and Director of Parks and Recreation Department or their designees. The City Manager will also appoint one (1) nonvoting ex-officio member to provide support to the committee.

The FLAC shall be responsible for assisting the City in the following:

i. Supporting the implementation of the Ashland Forest Plan, originally developed and adopted by the City of Ashland in June, 1992, including City adopted updates or revisions.

ii. Recommending integrated, interdisciplinary approaches and programs for the development of forest ecosystem management plans and related activities in the Ashland watershed.

iii. Developing a strong community volunteer program to assist in the implementation of the Ashland Forest Plan.

iv. Recommending forest management practices to the City Council and City staff.

v. Helping to ensure that plans integrate forest management needs and concerns of the City and of private land owners in the wildland urban interface.

vi. Promoting public knowledge and acceptance of the Ashland Forest Plan's programs.

~~B.~~C. Historic Preservation Advisory Committee (HPAC)

An Historic Preservation Advisory Committee (HPAC) is established by the City Council. The HPAC will consist of up to nine (9) voting members, and two nonvoting ex-officio members including the Chairperson of the Planning Commission, and one (1) representative appointed by the City Manager to provide support to the committee from the City's Community Development Department. To qualify the HPAC's as the City of Ashland's Certified Local Government (CLG) Commission, the majority of appointments for voting members of the HPAC, to the extent volunteer members are available in the City, will have direct historic preservation experience or meet the professional qualifications (including archaeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic landscape architecture, historic preservation planning and history) under Oregon State Historic Preservation Office requirements.

The HPAC shall be responsible for assisting the City in the following:

~~i.~~vii. Recommending to the Planning Commission and the City Council, areas or properties of significant historical value and interest for consideration to be designated historical properties.

~~ii.~~viii. Recommending ordinances and other measures designed to protect and foster interest in the improvement of designated historical properties.

~~iii.~~ix. Reviewing literature and sources of funding concerning the protection and improvement of designated historic properties.

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~~iv.~~x. Advising City staff and the Planning Commission concerning the improvement of designated historic properties in connection with Type II and Type III Planning Action involving new construction or alterations to existing historic resources.

~~v.~~xi. Advising applicants and staff upon request on sigh permits, building permits and other projects involving new construction or alterations within Ashland's designated Historic Districts.

~~vi.~~xii. Advising the Planning Commission, the Ashland Park Commission, other city advisory commissions, boards and committees, and city departments regarding historic components of government projects under consideration within Ashland's designated Historic Districts.

~~vii.~~xiii. Advising City staff and the Planning Commission on project applications for funding.

~~viii.~~xiv. Assisting in promoting public support for the preservation and recognition of Ashland's historic past.

~~ix.~~xv. Advising City staff and the Planning Commission on aesthetic standards for historic areas.

~~C.~~D. Housing and Human Services Advisory Committee (HHSAC)

A Housing and Human Services Advisory Committee (HHSAC) is established by the City Council. The mission of the HHSAC is to assess and make recommendations to the City for addressing the continuum of housing and human services needs for the purpose of enhancing community health and well-being. Members will be from a broad spectrum of citizens including individuals with a background in social services, unhoused and marginal income population services, economic and housing development, universal housing design, and elderly and disabled persons needs.

The HHSAC will consist of nine (9) voting members, one (1) nonvoting ex-officio liaison from Southern Oregon University (SOU), and one (1) nonvoting ex-officio member appointed by the City Manager to provide housing program support.

The HHSAC shall be responsible for assisting the City in the following:

i. Assessing the making recommendations on the continuum of housing and human services needs of the community and funding strategies relating to housing and human services.

ii. Advising the City Council on programs that assist in addressing the unmet utility, medical, transportation, and food needs of seniors, children and families in Ashland, and other related human services programs.

iii. Making recommendations to the City Council on Community Development Block Grant (CDBG), City of Ashland Social Service Grants, and Housing Trust Fund and related allocations.

iv. Assisting in identifying federal, state, county, and private funding for implementation of housing and human services programs.

v. Fostering public knowledge of and support for official city housing and human services Programs.

vi. Enhancing cooperation between the public and private sectors by promoting integrated approaches that provide suitable housing, a healthy living environment, and expanded economic opportunities for low and moderate-income persons.

vii. Evaluate, reviewing, and recommending to the Planning Commission and City Council innovative land use strategies targeted to promote a broad variety of needed housing types.

viii. Monitoring housing discrimination complaints and corrective actions within the City, and advising the City Council on potential measures to be taken to further equal opportunity to all persons to live in suitable housing facilities regardless of race, color, religion, sexual orientation, gender identity, national origin, source of income, or familial status.

~~D.~~E. Public Arts Advisory Committee (PAAC)

A Public Arts Advisory Committee (PAAC) is established by the City Council. The mission of the PAAC is to enhance the cultural and aesthetic quality of life in Ashland by actively supporting the placement of public art in public spaces and serving to preserve and develop public access to the arts. The continued vitality of the arts in the City of Ashland is a vital part of the future of the City as well as of its citizens. The arts are an important part of the cultural and economic life of the entire community of Ashland and enrich the participants in the arts as well as those who observe them.

The PAAC will consist of nine (9) voting members of which six (6) voting members will be from a broad spectrum of citizens including artists and those with a background in the arts, arts organizations, education, structural and landscape architecture. Up to three (3) of these six (6) voting members of the PACC may reside outside the City limits. The three (3) remaining voting members of the PAAC will be citizens at-large and residents of the City. The City Manager may also appoint two (2) non-voting ex-officio members to the PAAC, one (1) of which will be from the City's Public Works Department, to provide support to the committee.

The PAAC shall adhere to and fill the role of the Public Art Commission as it may be designated in AMC 2.29 – Public Art. The PAAC shall also be responsible for assisting the City in the following:

i. Providing advice to ensure the arts continue to be of value as an integral part of Ashland.

ii. Assisting in promoting the arts in Ashland to enrich the lives of its citizens through education and demonstration.

iii. Advising the City Council and City management on standards and guidelines for selecting, commissioning, placing, maintaining, and removing public art.

iv. Advising the City of Ashland on how best to assist local organizations that provide local leadership on arts related matters to make the arts a more important part of community life.

v. Assisting the City council, the Ashland Parks Commission, Historic Preservation Advisory Committee, and the Planning Commission in using public art to enhance existing development in public parks and other public lands and in public structures.

vi. Advising the Planning Commission, the Ashland Parks Commission, other city advisory commission and committees, and city departments regarding artistic components of all municipal government projects under consideration by the City. The PAAC may also serve as a resource for assessing the artistic components of land use developments.

vii. Advising the City Council on policies and programs to enhance and encourage the planning, placement, and maintenance of public displays of art in locations open to the public within the community.

viii. Encouraging connections with other local, regional, and national organizations working for the benefit of art and preservation of artistic values.

ix. Recognizing and encourage groups and organizations that enrich Ashland life by bringing cultural and artistic values and artifacts to the City.

x. Assist in the pursuit of gifts and grants for support of arts programs and activities and the procurement of public art.

~~E.~~F. Transportation Advisory Committee (TAC)

A Transportation Advisory Committee (TAC) is established by the City Council. The TAC shall provide advice and guidance to the City Council, other Standing Advisory Committees, and City departments on transportation matters.

The TAC will consist of up to nine (9) voting members and ten (10) ex-officio members who will participate as needed. Voting members will all be members of the community at large and will represent a balance of interest in all modes of transportation. The ex-

officio, non-voting member positions are reserved for four (4) representatives from the City's Community Development, Police, Fire and Rescue Departments, and Parks and Recreation Departments; one (1) representative from Southern Oregon University (SOU) administration/faculty; one (1) representative from the Ashland School District administration/facility; one (1) representative from the Oregon Transportation Department; one (1) representative from the Rogue Valley Transportation District; one (1) representative from the Jackson County Roads Department; and, the City's Director of Public Works (1), or their designee, to provide support to the committee.

The TAC shall assist the City in by reviewing and advising on issues or topics as they relate to all modes of transportation, including the following:

i. Transportation safety policies and programs

ii. Long range transportation plans and ancillary transportation plans (sidewalk and safe routes to school, transit, traffic, parking, etc.);

iii. Type III Planning Actions during the pre-application process;

iv. The transportation section of the City's Capital Improvements Program (CIP);

v. Multi-modal transportation issues; and

vi. Traffic implementation designs.

The Committee may also advocate to promote all modes of transportation to ensure that modal equity is a reality in Ashland.

The TAC may assign subcommittees to focus on specific transportation topics of concern and report their information to the full TAC for final review and recommendations. Subcommittees will be established for a specified purpose and duration and will consist of at least three voting members appointed by the TAC. The TAC Chair and Director of Public Works shall determine what matters warrant subcommittee involvement, and meetings shall be convened on an as-needed basis.

~~F.~~G. Social Equity and Racial Justice Advisory Committee (SERJAC)

A Social Equity and Racial Justice Advisory Committee (SERJAC) is established by the City Council. The SERJAC will consist of nine (9) voting members and one (1) nonvoting ex-officio member designated by the City Manager to provide support to the committee. Voting members will include members from a broad spectrum of community interests and perspectives, specifically including individuals with backgrounds in race and social equity work and a representative cross section of historically marginalized or underrepresented groups, such as Black, Aboriginal peoples, people of color, LGBTQ+, the elderly and disabled persons.

The SERJAC shall be responsible for assisting the City in the following:

i. Encouraging understanding and celebration of the diversity of the City's population and visitors and promote amicable intergroup relations within the City.

ii. Recommending policies, measures, and practices to bring about social and racial equity and a greater inclusion for all who live, work, or visit in the City, including counter measures to systematic racism, homophobia, sexism, classism, and other racial and social inequities impacting Black, Indigenous, people of color, LGBTQ+, and disabled persons, as well as other marginalized persons in the Ashland community.

iii. Recommending efforts to increase economic opportunities for Black, Indigenous, people of color, LGBTQ+, and disabled persons, as well as other marginalized persons in the Ashland community.

iv. Advising on diversity, equity, and inclusion (DEI) and human rights training for the City of Ashland's staff, commissions/boards, other advisory committees, and the City Council.

v. To seek, at least every two (2) years, a broad spectrum of input from community members on emerging issues and needs of the Ashland community as they relate to diversity, equity, inclusion, human rights, and intergroup relations.

SECTION 4. Management Advisory Committees (MAC) may be established to serve at the request of the City Manager or Department Heads to provide technical advice, and community support and input that can assist in preparing recommendations to enhance City operations or program implementation or for City Council consideration.

MACs are generally intended to be project or program specific but can meet as often and as long as necessary to meet their requested role or functions. Some MACs may meet only occasionally when requested, while others may meet regularly or semi-regularly over extended periods of time per the role assignment or needed term for their assistance. Membership on MACs will be established based on the type of advice sought and availability of potential qualified participants, urgency of issue or program being addressed, timeframe for the committee's role/participation, availability of City staff support resources, and/or other circumstances or considerations affecting the ability for effective MAC role participation. The rules of procedure, if necessary, for each MAC will also be established by the City Manager or appointing Department Director at the time of the corresponding MAC's establishment. The City Council may refer issues or tasks to consideration by a MAC by vote of the City Council request to the City Manager. MACs may include project or program topics related, but not limited to the following:

- Airport Operations
- City Band
- System Development Charges
- Transportation
- Trees and Urban Forest
- Wildfire Safety

SECTION 5. This resolution is effective upon adoption.

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

ATTEST:

_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2022.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Doug McGeary, Interim City Attorney

RESOLUTION NO. 2023-06

A RESOLUTION UPDATING AND CONSOLIDATING RESOLUTIONS 2022-24 AND 2022-32 ESTABLISHING CITY COUNCIL AND MANAGEMENT ADVISORY COMMITTEES

RECITALS:

A. Whereas the citizens of Ashland have a strong history of voluntary service to their community, including on advisory bodies to the City of Ashland (City); and

B. Whereas Ashland citizens have important practical and technical knowledge on issues and topics important to sustaining the quality of life in the city and on the operational effectiveness of the City of Ashland organization; and

C. Whereas the City Council of the City of Ashland has an interest in promoting continued community participation in advising the City Council and City management.

D. Whereas on September 20, 2022, the City Council adopted Resolution 2022-24 establishing the following Standing Advisory Committees:
   - Climate and Environment Advisory Committee (CEAC)
   - Historic Preservation Advisory Committee (HPAC)
   - Housing and Human Services Advisory Committee (HHSAC)
   - Public Arts Advisory Committee (PAAC)
   - Social Equity and Racial Justice Advisory Committee (SERJAC)

E. Whereas on November 1, 2022 the City Council adopted Resolution 2022-32 also establishing the following Standing Advisory Committees:
   - Trasportation Advisory Committee (TAC)
   - Forest Lands Advisory Committee (FLAC)

F. Whereas the City Council wishes to update and consolidate the actions included in Resolutions 2022-24 and 2022-32 establishing Standing Advisory Committees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. The City Council replaces Resolutions 2022-22 and 2022-32 with this resolution updating and consolidating their actions to create City Council Advisory Committees and Management Advisroy Committees.

SECTION 2. Procedure and Guidance for advisory committees to the City Council and City staff include the following:

A. Each advisory committee shall serve solely as an advisory body whose actions or recommendations shall not be considered as City policy or the establishing of City policy or as final decisions of the City and are therefore not subject to administrative or judicial appeal.

Each advisory committee will provide service that does not conflict with the functioning of City departments or other government agency and shall have no executive or administrative powers or civil rights investigatory or enforcement authority. Attendance at an orientation or training session for standing advisory committee members, when offered, is required before they are permitted to further exercise voting rights at committee meetings. The City Manager will provide at least an annual orientation or training session update to all standing advisory committees and will be responsible for assigning City staff support for the work of the advisory committees.

Except as otherwise expressly stated, standing advisory committees shall observe policies and meeting and conduct rules consistent with those set forth for commissions and boards in AMC 2.10, Uniform Policies and Operating Procedures for Advisory Commissions and Boards, including its meeting and attendance, and code of ethics provisions.

B. Advisory committee members shall serve as individuals exercising their own best judgement and not as delegates for their respective organization or groups. Committees and their members are not official representatives of the City of Ashland and may not present their committees recommendations or their personal opinions or points of view as representative of the City's policy or operational perspectives. Prior to speaking publicly on behalf of their respective advisory committee, members must secure the permission of their committee to represent the activities or recommendations of their committee.

C. A quorum of each standing advisory committee shall consist of more than one-half (½) of the total number of its current Council-confirmed voting members, but in no case fewer than three (3) members. Appointed voting and alternative members of a standing advisory committee may not name a substitute or alternate member to attend a meeting of their advisory committee on their behalf. Nonvoting ex-officio members, staff, and liaisons do not count toward the quorum.

Appointed voting and alternate members of a standing advisory committee need not be physically present at a meeting if another means of attendance (e.g., telephonic, internet, etc.) has been established by the membership and public meetings law requirements are met. At least a majority of the quorum is necessary to adopt any motion; some motions may require the affirmative vote of at least two-thirds of the members present.

A voting or alternative member of a standing advisory committee should provide at least a 48-hour notice to both their committee's chairperson and the City Manager appointed

ex-officio committee staff support member regarding any planned absence from a scheduled meeting of the advisory committee. In the event an unexpected or emergency absence, the member should notify their advisory committee's chairperson, or the appointed staff support individual within a reasonable time in advance of the meeting.

If the members in attendance do not constitute a quorum, staff or invitees may make informational presentations provided (1) Notes describing the presentations and discussions are made and posted on the City website; (2) no motion, debate or vote or any other official business other than adjournment takes place; and (3) all topics advertised are automatically added to the agenda for the next regularly scheduled meeting.

D. Standing advisory committees may request voluntary testimony but may not compel an individual or organization to appear before it or respond to questions.

E. Advisory bodies may consult with other city advisory committees on matters of mutual interest in the course of developing recommendations to bring to the City Council or City Management. It will be the responsibility of advisory committee chairpersons to work or meet informally as needed to coordinate the activities or coordination of matters between their committee and other advisory committees.

F. Standing advisory committee members (voting, alternative and non-City staff ex-officio) will be appointed by the Mayor with the consent of the City Council. Council confirmed standing advisory committee appointments shall have three (3) year terms. Members of city commissions with corresponding responsibilities as the standing advisory committees will be invited by the City Recorder to confirm their interest in appointment by the Mayor without the necessity of submitting a formal new appointment application. New applicants must submit formal application with the City Recorder for Committee appointment. All regular terms commence with appointment and shall expire on April 30 of the third year. In the case that a new committee member is appointed to fill the remainder of a recently vacated voting position, the new member will be eligible for re-appointment at the end of the partial term they are completing. The City Manager will appoint all ex-officio City staff support committee members which shall not have a vote on advisory committee matters. The Mayor, with City Council confirmation, will appoint Council liaisons to each of the standing advisory committees. Council liaisons shall be non-voting ex-officio members of the corresponding committees.

G. Standing advisory committees shall be governed by AMC 2.10 – Uniform Policies and Operating Procedures for Advisory Commission and Boards. Council liaisons will be assigned for standing advisory committees per AMC 2.04.100. Standing advisory committees will be reviewed by the City Council approximately every three years as to their assigned responsibilities, level of effectiveness and the need for their continued role and existence.

H. In keeping with the diversity, equity, and inclusion goals of the City of Ashland, efforts will be made to ensure that information regarding standing advisory committee vacancies and the application process is readily available and advisory committees are made up of

residents that represent the diverse populations within the City. All committees shall assist the City of Ashland in ensuring that city programs related to the charge of the committee are equitable for all community members, including low-income, young people, persons of color, the elderly, and those living with disabilities. Standing advisory committees may have up to two additional voting, ex-officio student/youth members who are of high school or college age (see also Section I below).

I. Unless otherwise stipulated below, voting and alternate standing advisory committee members will be comprised of individuals who reside within the City except one (1) member from each advisory committee may be an at-large member living within the City's urban growth boundary. Unless otherwise provided, all nonvoting ex-officio members are not required to be residents within the City or the urban growth boundary. Voting and alternate members must be over eighteen (18) years of age.

J. All standing advisory committees serve at the pleasure of the City Council and shall deliver to the Council an annual report on their activities and accomplishments in the preceding year and provide to the Council for its approval the priorities and workplan for the succeeding year. Standing advisory committees are expected to work with and advise the City Management and City Attorney to insure their committee recommendations are aligned with City Council priorities and can be implemented within the City's resources and legal authority.

   Commissions transitioning under this resolution to become either standing advisory committees, or potentially to MAC status, are requested to complete any current work to develop recommendations for the City Council and advance them for consideration. These recommendations my advance either as a direct final report or presentation to the City Council or may be advance to the corresponding advisory committee or City Manager for reporting to the City Council.

K. The City Attorney is directed to return to the City Council in a timely manner with any updates, changes, or deletions to the Ashland Municipal Code to establish the here identified standing advisory committees as replacements for their corresponding city commissions or boards and to establish them as "Regular" advisory bodies per AMC 2.04.

SECTION 3. Standing Advisory Committees to the City Council are established and responsible for the purposes indicated in the following:

A. Climate and Environment Policy Advisory Committee (CEPAC)
   A Climate and Environment Advisory Committee (CEAC) is established by the City Council. The CEAC should reflect and represent a wide range of community interests and perspectives. Such interests should include, but not be limited to, climate change and environment, public health, energy efficiency and renewable energy, low and moderate-income households needs, economic development, social equity, and sustainable economic development.

The CEAC will consist of up to twelve (12) voting members. The CEAC will strive to include at least two (2) voting members who are 35 years old or younger at the time of appointment. Three of the voting member positions are reserved for one (1) representative of the solid waste franchisee for the City; and one (1) representative from Southern Oregon University (SOU) administration/faculty; one (1) representative from the Ashland School District administration/facility. The City Manager will appoint one (1) nonvoting ex-officio member to provide support to the committee.

The CEAC shall be responsible for assisting the City in the following:

i. Making recommendations on strategies, actions and programs related to the implementation and updating of the Climate and Energy Action Plan in furtherance of its climate mitigation and adaption goals and strategies per AMC 9.40, recognizing that the Council may also request advice on other environmental matters from time to time. The issues the Climate and Environmental Policy Advisory Committee shall advise Council on include, but are not limited to:
    A. Recommendations for the City of Ashland's Climate and Energy Action Plan (CEAP) and any updates to the CEAP.
    B. Modifications to benchmarks, targets, or actions contained in the climate plan as needed to incorporate the best available science and practices to achieve the City of Ashland's climate-related goals and targets.
    C. The process for considering amendments and updates to the CEAP.
    D. Monitoring CEAP implementation progress for the community and for the City operations.
    E. Ensuring that the CEAP incorporates long-term social, economic, and environmental goals.
    F. Climate education
ii. Recommending CEAP implementation steps or improvements on behalf of the community and for City operations
iii. Providing information to staff and the City Council to ensure that benchmarks, targets, or actions develop for, or by the City of Ashland incorporate the best available science and practices to achieve the intended climate or environmental related goals and targets.
iv. Providing recommendations to ensure the City of Ashland's climate and environmental planning incorporates long-term social, economic, and environmental goals, including social equity for low-income households, persons of color, the young and elderly, and those with disabilities.
v. Educating and advocating for Ashland's environmental goals, including its Community Climate Recovery Goals.

B. Forest Land Advisory Committee (FLAC)

The Forest Lands Advisory Committee (FLAC) is established and shall consist of up to nine (9) voting members, including a member of the Ashland Parks Commission, and up

to eight (8) nonvoting ex-officio members who will participate as needed. The ex-officio, non-voting member positions are reserved for representatives from the USDA Forest Service Ashland Ranger District, the Oregon Department of Forestry, the City's Director of Public Works, Director of Community Development, Fire Chief, Police Chief, and Director of Parks and Recreation Department or their designees. The City Manager will also appoint one (1) nonvoting ex-officio member to provide support to the committee.

The FLAC shall be responsible for assisting the City in the following:

i. Supporting the implementation of the Ashland Forest Plan, originally developed and adopted by the City of Ashland in June, 1992, including City adopted updates or revisions.

ii. Recommending integrated, interdisciplinary approaches and programs for the development of forest ecosystem management plans and related activities in the Ashland watershed.

iii. Developing a strong community volunteer program to assist in the implementation of the Ashland Forest Plan.

iv. Recommending forest management practices to the City Council and City staff.

v. Helping to ensure that plans integrate forest management needs and concerns of the City and of private land owners in the wildland urban interface.

vi. Promoting public knowledge and acceptance of the Ashland Forest Plan's programs.

C. Historic Preservation Advisory Committee (HPAC)

An Historic Preservation Advisory Committee (HPAC) is established by the City Council. The HPAC will consist of up to nine (9) voting members, and two nonvoting ex-officio members including the Chairperson of the Planning Commission, and one (1) representative appointed by the City Manager to provide support to the committee from the City's Community Development Department. To qualify the HPAC's as the City of Ashland's Certified Local Government (CLG) Commission, the majority of appointments for voting members of the HPAC, to the extent volunteer members are available in the City, will have direct historic preservation experience or meet the professional qualifications (including archaeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic landscape architecture, historic preservation planning and history) under Oregon State Historic Preservation Office requirements.

The HPAC shall be responsible for assisting the City in the following:

vii. Recommending to the Planning Commission and the City Council, areas or properties of significant historical value and interest for consideration to be designated historical properties.

viii. Recommending ordinances and other measures designed to protect and foster interest in the improvement of designated historical properties.

ix. Reviewing literature and sources of funding concerning the protection and improvement of designated historic properties.

x. Advising City staff and the Planning Commission concerning the improvement of designated historic properties in connection with Type II and Type III Planning Action involving new construction or alterations to existing historic resources.

xi. Advising applicants and staff upon request on sigh permits, building permits and other projects involving new construction or alterations within Ashland's designated Historic Districts.

xii. Advising the Planning Commission, the Ashland Park Commission, other city advisory commissions, boards and committees, and city departments regarding historic components of government projects under consideration within Ashland's designated Historic Districts.

xiii. Advising City staff and the Planning Commission on project applications for funding.

xiv. Assisting in promoting public support for the preservation and recognition of Ashland's historic past.

xv. Advising City staff and the Planning Commission on aesthetic standards for historic areas.

D. Housing and Human Services Advisory Committee (HHSAC)

A Housing and Human Services Advisory Committee (HHSAC) is established by the City Council. The mission of the HHSAC is to assess and make recommendations to the City for addressing the continuum of housing and human services needs for the purpose of enhancing community health and well-being. Members will be from a broad spectrum of citizens including individuals with a background in social services, unhoused and marginal income population services, economic and housing development, universal housing design, and elderly and disabled persons needs.

The HHSAC will consist of nine (9) voting members, one (1) nonvoting ex-officio liaison from Southern Oregon University (SOU), and one (1) nonvoting ex-officio member appointed by the City Manager to provide housing program support.

The HHSAC shall be responsible for assisting the City in the following:

i. Assessing the making recommendations on the continuum of housing and human services needs of the community and funding strategies relating to housing and human services.

ii. Advising the City Council on programs that assist in addressing the unmet utility, medical, transportation, and food needs of seniors, children and families in Ashland, and other related human services programs.

iii. Making recommendations to the City Council on Community Development Block Grant (CDBG), City of Ashland Social Service Grants, and Housing Trust Fund and related allocations.

iv. Assisting in identifying federal, state, county, and private funding for implementation of housing and human services programs.

v. Fostering public knowledge of and support for official city housing and human services Programs.

vi. Enhancing cooperation between the public and private sectors by promoting integrated approaches that provide suitable housing, a healthy living environment, and expanded economic opportunities for low and moderate-income persons.

vii. Evaluate, reviewing, and recommending to the Planning Commission and City Council innovative land use strategies targeted to promote a broad variety of needed housing types.

viii. Monitoring housing discrimination complaints and corrective actions within the City, and advising the City Council on potential measures to be taken to further equal opportunity to all persons to live in suitable housing facilities regardless of race, color, religion, sexual orientation, gender identity, national origin, source of income, or familial status.

E. Public Arts Advisory Committee (PAAC)

A Public Arts Advisory Committee (PAAC) is established by the City Council. The mission of the PAAC is to enhance the cultural and aesthetic quality of life in Ashland by actively supporting the placement of public art in public spaces and serving to preserve and develop public access to the arts. The continued vitality of the arts in the City of Ashland is a vital part of the future of the City as well as of its citizens. The arts are an important part of the cultural and economic life of the entire community of Ashland and enrich the participants in the arts as well as those who observe them.

The PAAC will consist of nine (9) voting members of which six (6) voting members will be from a broad spectrum of citizens including artists and those with a background in the

arts, arts organizations, education, structural and landscape architecture. Up to three (3) of these six (6) voting members of the PACC may reside outside the City limits. The three (3) remaining voting members of the PAAC will be citizens at-large and residents of the City. The City Manager may also appoint two (2) non-voting ex-officio members to the PAAC, one (1) of which will be from the City's Public Works Department, to provide support to the committee.

The PAAC shall adhere to and fill the role of the Public Art Commission as it may be designated in AMC 2.29 – Public Art. The PAAC shall also be responsible for assisting the City in the following:

i. Providing advice to ensure the arts continue to be of value as an integral part of Ashland.

ii. Assisting in promoting the arts in Ashland to enrich the lives of its citizens through education and demonstration.

iii. Advising the City Council and City management on standards and guidelines for selecting, commissioning, placing, maintaining, and removing public art.

iv. Advising the City of Ashland on how best to assist local organizations that provide local leadership on arts related matters to make the arts a more important part of community life.

v. Assisting the City council, the Ashland Parks Commission, Historic Preservation Advisory Committee, and the Planning Commission in using public art to enhance existing development in public parks and other public lands and in public structures.

vi. Advising the Planning Commission, the Ashland Parks Commission, other city advisory commission and committees, and city departments regarding artistic components of all municipal government projects under consideration by the City. The PAAC may also serve as a resource for assessing the artistic components of land use developments.

vii. Advising the City Council on policies and programs to enhance and encourage the planning, placement, and maintenance of public displays of art in locations open to the public within the community.

viii. Encouraging connections with other local, regional, and national organizations working for the benefit of art and preservation of artistic values.

ix. Recognizing and encourage groups and organizations that enrich Ashland life by bringing cultural and artistic values and artifacts to the City.

x. Assist in the pursuit of gifts and grants for support of arts programs and activities and the procurement of public art.

F. Transportation Advisory Committee (TAC)

A Transportation Advisory Committee (TAC) is established by the City Council. The TAC shall provide advice and guidance to the City Council, other Standing Advisory Committees, and City departments on transportation matters.

The TAC will consist of up to nine (9) voting members and ten (10) ex-officio members who will participate as needed. Voting members will all be members of the community at large and will represent a balance of interest in all modes of transportation. The ex-officio, non-voting member positions are reserved for four (4) representatives from the City's Community Development, Police, Fire and Rescue Departments, and Parks and Recreation Departments; one (1) representative from Southern Oregon University (SOU) administration/faculty; one (1) representative from the Ashland School District administration/facility; one (1) representative from the Oregon Transportation Department; one (1) representative from the Rogue Valley Transportation District; one (1) representative from the Jackson County Roads Department; and, the City's Director of Public Works (1), or their designee, to provide support to the committee.

The TAC shall assist the City in by reviewing and advising on issues or topics as they relate to all modes of transportation, including the following:

i. Transportation safety policies and programs

ii. Long range transportation plans and ancillary transportation plans (sidewalk and safe routes to school, transit, traffic, parking, etc.);

iii. Type III Planning Actions during the pre-application process;

iv. The transportation section of the City's Capital Improvements Program (CIP);

v. Multi-modal transportation issues; and

vi. Traffic implementation designs.

The Committee may also advocate to promote all modes of transportation to ensure that modal equity is a reality in Ashland.

The TAC may assign subcommittees to focus on specific transportation topics of concern and report their information to the full TAC for final review and recommendations. Subcommittees will be established for a specified purpose and duration and will consist of at least three voting members appointed by the TAC. The TAC Chair and Director of Public Works shall determine what matters warrant subcommittee involvement, and meetings shall be convened on an as-needed basis.

G. Social Equity and Racial Justice Advisory Committee (SERJAC)

A Social Equity and Racial Justice Advisory Committee (SERJAC) is established by the City Council. The SERJAC will consist of nine (9) voting members and one (1) nonvoting ex-officio member designated by the City Manager to provide support to the committee. Voting members will include members from a broad spectrum of community interests and perspectives, specifically including individuals with backgrounds in race and social equity work and a representative cross section of historically marginalized or underrepresented groups, such as Black, Aboriginal peoples, people of color, LGBTQ+, the elderly and disabled persons.

The SERJAC shall be responsible for assisting the City in the following:

i. Encouraging understanding and celebration of the diversity of the City's population and visitors and promote amicable intergroup relations within the City.

ii. Recommending policies, measures, and practices to bring about social and racial equity and a greater inclusion for all who live, work, or visit in the City, including counter measures to systematic racism, homophobia, sexism, classism, and other racial and social inequities impacting Black, Indigenous, people of color, LGBTQ+, and disabled persons, as well as other marginalized persons in the Ashland community.

iii. Recommending efforts to increase economic opportunities for Black, Indigenous, people of color, LGBTQ+, and disabled persons, as well as other marginalized persons in the Ashland community.

iv. Advising on diversity, equity, and inclusion (DEI) and human rights training for the City of Ashland's staff, commissions/boards, other advisory committees, and the City Council.

v. To seek, at least every two (2) years, a broad spectrum of input from community members on emerging issues and needs of the Ashland community as they relate to diversity, equity, inclusion, human rights, and intergroup relations.

SECTION 4. Management Advisory Committees (MAC) may be established to serve at the request of the City Manager or Department Heads to provide technical advice, and community support and input that can assist in preparing recommendations to enhance City operations or program implementation or for City Council consideration.

MACs are generally intended to be project or program specific but can meet as often and as long as necessary to meet their requested role or functions. Some MACs may meet only occasionally when requested, while others may meet regularly or semi-regularly over extended periods of time per the role assignment or needed term for their assistance. Membership on MACs will be established based on the type of advice sought and availability of potential qualified participants, urgency of issue or program being addressed, timeframe for the committee's role/participation, availability of City staff support resources, and/or other circumstances or considerations

affecting the ability for effective MAC role participation. The rules of procedure, if necessary, for each MAC will also be established by the City Manager or appointing Department Director at the time of the corresponding MAC's establishment. The City Council may refer issues or tasks to consideration by a MAC by vote of the City Council request to the City Manager. MACs may include project or program topics related, but not limited to the following:

- Airport Operations
- City Band
- System Development Charges
- Transportation
- Trees and Urban Forest
- Wildfire Safety

SECTION 5. This resolution is effective upon adoption.

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

ATTEST:

_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2022.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Doug McGeary, Interim City Attorney

March 15, 2023

Agenda Item	2021-23 BN Supplement Budget & Resolution	
From	Sabrina Cotta	Interim Finance Director
Contact	Sabrina.Cotta@ashland.or.us (541) 552-2106	

SUMMARY

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

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

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

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

The budget amendment reflects multiple increases in appropriations.

Increase In resource:		
General Fund	Various Grants	368,668
CDBG Fund	Grants	277,311
	Total Increased Resource	$ 645,979
Increase In appropriation:		
General Fund	Police - Contract	21,714
General Fund	Fire - Profession Services, Overtime, Radios, Equipment	346,954
CDBG Fund	Community Develoment Department - Personnel & Grants	277,311
	Total Increased Appropriation	$ 645,979

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

FISCAL IMPACTS

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

STAFF RECOMMENDATION

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

ACTIONS, OPTIONS & POTENTIAL MOTIONS

CITY OF ASHLAND

I move to adopt Resolution 2023-05 authorizing a 2021-23 BN supplemental budget.

REFERENCES & ATTACHMENTS

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

RESOLUTION NO. 2023-05

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

RECITALS:

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

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

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

	Additional appropriations:	
	Appropriation	Resource
General Fund		
Intergovernmental Revenues		368,668
Police Department	21,714	
Fire and Rescue Department	346,954	
	$ 368,668	**$ 368,668**
CDBG Fund		
Personnel Services	55,461	
Materials and Services	221,850	
Intergovernmental Revenues		277,311
	$ 277,311	**$ 277,311**

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

SECTION 3. This resolution is effective upon adoption.

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

ATTEST:

_____
Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2023.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Doug McGeary, Interim City Attorney

CITY OF ASHLAND

Budget Supplemental Request

Date: 12/29/2022

Department: Police

Explanation of request:

The Police Department has an IGA with Talent to provide police services in addition to occassional shift work for Talent PD. Chief O'Meara would like to request the funds be transferred back into our department to supplement our current budget. The funds requested are from Billing Requests from July 2022 to December 2022.

New Revenue

Account Number	Line Item Name	Amount
110.440011	SVCS	$ 21,714
	List of Dates and Amounts	
	Attached	
	Total Amount of Transfer	$ 21,714.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
060900.604160	OTHER/CONTRACTS	$ 21,714.00
	Total Amount of Transfer	$ 21,714.00

Requested By: [signature]

Approved By: [signature]
Department Head

Date Submitted	Title	Amount
7/28/2022	Talent IGA July 2022	$ 2,394.00
8/31/2022	Talent IGA August 2022	$ 10,488.00
9/12/2022	Talent IGA Monthly Fees (July/August)	$ 1,500.00
9/28/2022	Talent IGA September 2022	$ 3,030.00
10/25/2022	Talent IGA October 2022	$ 1,890.00
11/21/2022	Talent IGA November 2022	$ 1,662.00
12/29/2022	Talent IGA December 2022	$ 750.00
	Total	$ 21,714.00

CITY OF ASHLAND

Budget Supplemental Request

Date: 2/7/2023

Department: Fire

Explanation of request:

VanMeter Fire State Conflagration reimbursement request for the personnel during the 9/7/2023-9/9/2023 fire

New Revenue

Account Number	Line Item Name	Amount
0110.430273	Fire Grants	$ 23,061
	Total Amount of Transfer	$ 23,060.74

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
071200.601400	SCBA Blast Chamber	$ 14,000.00
071200.601400	Flashlights	$ 4,799.60
070900.601300	Uniforms	$ 4,261.14
	Total Amount of Transfer	$ 23,060.74

Requested By: MATLOCK.EMILY.IRENE.13 79171148 Digitally signed by MATLOCK.EMILY.IRENE.1379171148 DN: cn=MATLOCK.EMILY.IRENE.1379171148, o, ou, email=emily.j.matlock.mil@mail.mil, c=US Date: 2023.02.07 11:17:59 -08'00'

Approved By: Ralph E Sartain II Digitally signed by Ralph E Sartain II Date: 2023.02.07 14:00:32 -08'00'

Department Head

CITY OF ASHLAND

Budget Supplemental Request

Date: 2/7/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2022 Phase 1 Jan 1- June 30 2022

Gurney &Stair Chair=2 for current fleet will bring to capacity. Powerload = lift the gurney into medic unit (employee protection). BK Radio= Needed for wildfire deployment, do not currently have any. Base Radio = 3 Needed for new vehicle. Laredal = Replace current 10 year old units.

New Revenue

Account Number	Line Item Name	Amount
110.440032	Jackson County Care Connect	$ 221,065
110.440032	HealthShare	$ 3,522
110.440032	AllCare	$ 96,980.00
110.440032	Cascade Health	$ 1,195.00
110.440032	Centene Mgmt	$ 1,132.00
	Total Amount of Transfer	$ 323,894.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
071200-606600	Stryker Gurney x2 ($35,000 ea.)	$ 70,000.00
071200-606600	Powerload System	$ 35,000.00
071200-603500	BK Deployment Radio x5 ($3,500 ea.	$ 17,500.00
071200-603500	Base Radio Vehicle x3 ($8,766 ea.)	$ 26,300.00
071200-606600	Laerdal Suction Units x10 ($1,000 ea.	$ 10,000.00
071200-606600	EMS Stair Chair ($4,179 ea.)	$ 8,400.00
	Total Amount of Transfer	$ 167,200.00

Requested By: Emily Matlock

Approved By: Emily Matlock

Department Head

CITY OF ASHLAND

Budget Supplemental Request

Date: 2/7/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2022 Phase 1 Jan 1- June 30 2022

Radios- Need to replace 8 out of date radios,/ Ventilator = need to replace 23 year old vent does not supply current pressures needed. The additional fund are needed to off-set mutiple equipment pieces as well as pre-employment nee for staff positions.

New Revenue

Account Number	Line Item Name	Amount
110.440032	Jackson County Care Connect	$ 221,065
110.440032	HealthShare	$ 3,522
110.440032	AllCare	$ 96,980.00
110.440032	Cascade Health	$ 1,195.00
110.440032	Centene Mgmt	$ 1,132.00
	Total Amount of Transfer	$ 323,894.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
071200-603500	Portable Radios x8 ($8,466 ea.)	$ 67,728.00
071200-601400	Automatic Air Ventilator	$ 10,000.00
070900-510100	Regular Employee Salary	$ 32,512.00
070900-520100	Regular Employee Benefits package	$ 17,884.00
070900-604100	Professional Services	$ 13,750.00
070900.601300	Uniforms	$ 14,820.00
	Total Amount of Transfer	$ 156,694.00

Requested By: Emily Matlock

Approved By: Emily Matlock

Department Head

CITY OF
ASHLAND

Budget Supplemental Request

Date: 2/27/2023

Department: Comm Development

Explanation of request:

Additional allocation of Community Development Block Grant Funds to prevent prepare for and respond to issues related to COVID-19. Grant was received later than anticipated

New Revenue

Account Number	Line Item Name	Amount
0250.430111	CDBG - Grants	$ 277,311
Project #G00007		
	Total Amount of Transfer	$ 277,311.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
095600.5*****	Personnel Services	$ 55,461.00
095600.609199	Other Grants	$ 221,850.00
	Total Amount of Transfer	$ 277,311.00

Requested By:

Approved By: Brandon Goldman
Department Head

Increase In resource:

General Fund	Various Grants	368,668
CDBG Fund	Grants	277,311
	Total Increased Resource	$ 645,979

Increase In appropriation:

General Fund	Police - Contract	21,714
General Fund	Fire - Profession Services, Overtime, Radios, Equipment	346,954
CDBG Fund	Community Develoment Department - Personnel & Grants	277,311
	Total Increased Appropriation	$ 645,979

	Additional appropriations:	
	Appropriation	Resource
General Fund		
Intergovernmental Revenues		368,668
Police Department	21,714	
Fire and Rescue Department	346,954	
	$ 368,668	**$ 368,668**
CDBG Fund		
Personnel Services	55,461	
Materials and Services	221,850	
Intergovernmental Revenues		277,311
	$ 277,311	**$ 277,311**

Council Business Meeting

March 15, 2023

Agenda Item	Safety Training Contract for Public Works Department	
From	Michael Morrison	Operations Deputy Director
Contact	michael.morrison@ashland.or.us 541-552-2325	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

Approval is being requested for a contract award exceeding $75,000.00. A formal competitive sealed proposal (Request for Proposal) is the required sourcing method for an acquisition of this type (Personal Services) greater than $75,000.00. The City's intent is to award a five (5) year contract to the highest ranked proposer, G2 Consultants, to provide onsite safety training for the Public Works Department.

POLICIES, PLANS & GOALS SUPPORTED

Maintain OSHA compliance, a safe and healthy workforce, and a reliable Public Works department.

BACKGROUND AND ADDITIONAL INFORMATION

A formal RFP (Request for Proposal) was facilitated, and the City received three (3) proposals in response to the RFP. The proposals were evaluated in accordance with the evaluation process and criteria outlined in the RFP and the City's intent is to award a public contract to the highest ranked proposer.

In accordance with AMC 2.50.070(2), this contract exceeds delegated authority and thus requires Council approval.

In accordance with AMC 2.50.090 and AMC 2.50.120(A), a formal Competitive Sealed Proposal (Request for Proposal) is required to acquire personal services exceeding $75,000.00.

Please refer to the attached solicitation - Request for Proposals – for the scope of services.

FISCAL IMPACTS

The Public Works Department budgets for onsite safety training each fiscal year. The proposed costs for a five (5) year agreement are as follows:

5-YEAR CONTRACT		Firm Cost Per Month (All Inclusive)	Annual Cost
Year 1	March 2023 – February 2024	$3,090.00 ($4,070.00*)	$37,080.00
Year 2	March 2024 – February 2025	$3,090.00 ($4,190.00*)	$37,080.00
Year 3	March 2025 – February 2026	$2,910.00	$34,920.00
Year 4	March 2026 – February 2027	$3,000.00	$36,000.00
Year 5	March 2027 – February 2028	$3,090.00	$37,080.00
		TOTAL COST (5-Years)	$182,160.00

*City asked proposer if the cost for year 1 and year 2 could be more in line with the monthly costs for years 3-5. The proposer anticipated there would be a need for more preparation during the first two years of the contract to build custom training modules and presentations tailored to the needs of the City; however, the proposer offered to drop the cost per month for the first two years to match year five ($3,090.00) for a savings of $24,960.00 for the five (5) year agreement.

DISCUSSION QUESTIONS

The Public Works Department must provide safety training to remain OSHA compliant. Safety instructors need to have proper certifications to meet OSHA requirements. Outsourcing this training saves the department money compared to what it would cost to have City staff provide the trainings.

SUGGESTED NEXT STEPS

Staff recommends the public contract for onsite Safety Training for the Public Works Department be awarded to G2 Consultants.

REFERENCES & ATTACHMENTS

Request for Proposals for Safety Training for Public Works Department
Evaluation Summary

CITY OF
ASHLAND

Request for Proposals

SAFETY TRAINING

PUBLIC WORKS DEPARTMENT

Date of Release: December 16, 2022

Proposals are due by: 2:00:00 PM (PST), Thursday, January 26, 2023

Contracting Agency:	**City of Ashland**
Sole Point of Contact:	**Kari Olson**
Title:	**Purchasing Specialist**
Address:	**City of Ashland** **90 N. Mountain Avenue** **Ashland, OR 97520**
Telephone:	**(541) 488-5354**
Fax:	**(541) 488-5320**
Email:	**kari.olson@ashland.or.us**

TABLE OF CONTENTS

1. PUBLIC NOTICE 3

2. PROPOSAL PROCESS 4

3. SCHEDULE OF EVENTS 5

4. SCOPE OF SERVICES 11

5. PROPOSAL CONTENTS 14

6. PROPOSAL SUBMISSION REQUIREMENTS 17

7. EVALUATION PROCESS 18

8. EVALUATION CRITERIA 19

EXHIBIT A – PROPOSAL SUBMISSION FORM

EXHIBIT B – CERTIFICATE OF COMPLIANCE

EXHIBIT C – AFFIDAVIT OF TRADE SECRET

EXHIBIT D – GOODS AND SERVICES AGREEMENT

PUBLIC NOTICE:

CITY OF ASHLAND

Request for Proposals

SAFETY TRAINING

(Public Works Department)

Proposals are due by 2:00:00 PM (PST), Thursday, January 26, 2023

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing Safety Training classes and job observations for the City's Public Works Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the Public Works Department. One day per month, the safety consultant conducts an onsite safety training class with the public works crews and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The City intends to enter into a contract with the highest ranked proposer(s) for a maximum term of five (5) years.

In accordance with OAR 137-047-0600(4)(d)(A), a multiple award may be made if award to two or more proposers of similar goods and services is necessary for adequate availability, delivery, service or product compatibility.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

The REQUEST FOR PROPOSALS is available online at www.ashland.or.us Log on to the City's website, scroll down the home page to **Online City Services** and click on "**Proposals, Bids and Notifications**". Locate the public notice and click on "**REQUEST BID PACKET**" (beneath the public notice). Log into the system and download the solicitation documents. You will need to log into the system each time you would like to download the solicitation documents and any subsequently issued addenda.

In accordance with AMC Section 2.50.080, Competitive sealed proposals may be available online, but applicants will NOT be able to submit their proposals and/or responses online. Proposals must be delivered in hard copy form to the City in accordance with the requirements outlined in the RFP. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Contract terms, conditions and specifications may be reviewed in the City of Ashland, Purchasing Office, located at 90 N. Mountain, Ashland, Oregon.

Deadline for submitting questions is 5:00:00 PM (PST), Wednesday, January 11, 2023.

Sealed proposals must be received by **2:00:00 PM (PST), Thursday, January 26, 2023,** by Kari Olson, Purchasing Specialist in the City of Ashland, Purchasing Office located at 90 N. Mountain Avenue, Ashland OR 97520. The proposals will be opened at **2:00:00 PM (PST), Thursday, January 26, 2023,** and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Kari Olson
Purchasing Specialist
City of Ashland, Oregon
Kari.olson@ashland.or.us
Tel: 541-488-5354

Published: December 16, 2022

CITY OF
ASHLAND

Request for Proposals

SAFETY TRAINING

(Public Works Department)
December 16, 2022

ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing **Safety Training** classes and job observations for the City's Public Works Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the City's Public Works Department. One day per month, the safety consultant conducts an onsite safety training class with the Public Works crews and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The City intends to enter into a contract with the highest ranked proposer(s) for a maximum term of **five (5) years**.

In accordance with OAR 137-047-0600(4)(d)(A), a multiple award may be made if award to two or more proposers of similar goods and services is necessary for adequate availability, delivery, service or product compatibility.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence and questions pertaining to this Request for Proposals (RFP) shall **ONLY** be directed to:

Name:	**Kari Olson**
Title:	**Purchasing Specialist**
Address:	**City of Ashland**
	90 N. Mountain Avenue, Ashland, OR 97520
Telephone:	**541-488-5354**
Fax:	**541-488-5320**
Email:	**Kari.olson@ashland.or.us**

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

Proposals are due by: **2:00:00 PM (PST), Thursday, January 26, 2023**

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

ACTIVITY	DATE
Request for Proposals Released	December 16, 2022
1st Public Notice	December 16, 2022
Deadline for Submitting Questions and Requests for Additional Information	**5:00:00 PM (PST), Wednesday, January 11, 2023**
RFP Protest Period Ends	5:00:00 PM (PST), Monday, January 16, 2023
DUE DATE AND TIME (Note: Proposals **must** be received prior to the due date and time.)	**2:00:00 PM (PST), Thursday, January 26, 2023** Location: City of Ashland, Purchasing Office 90 N. Mountain, Ashland, OR 97520
Evaluation Process	**January 26 – February 7, 2023**
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award Announcement	(7) Days prior to executing contract
Award Protest Period Ends	(7) Days after Notice of Intent to Award is released
Contract Recommendation Presented to City Council for Final Approval	**February 21, 2023**
Contract Award	Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement
Services intended to begin	April 2023

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** to the **Sole Point of Contact** identified on page 4 of the RFP
- Reference the name of the RFP
- Identify the proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

OAR 137-047-0260(2)(a)(F) Addenda The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

ORS 279B.405 Protest Solicitation Process A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:

- Be delivered to the **Sole Point of Contact** identified on page 4 via email, facsimile, hard copy
- Reference the name of the RFP
- Identify prospective proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

OAR 137-047-0440 Pre-Closing Modification or Withdrawal of Offers A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

OAR 137-047-0460 Late Offers, Late Withdrawals and Late Modifications
Any proposal received after closing is late. A proposer's request for withdrawal or modification of a

proposal received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

Proposal Acceptance Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded resulting from this RFP.

ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Collusion By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

Disputes In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Ashland shall be final and binding upon all parties.

Clarification of Responses The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a proposal.

References The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Recyclable and Recycled Products Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

ORS 279A.125 The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non- recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

ORS 282.210 All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

ORS 279B.060(2)(g) If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

AMC Chapter 3.12 Living Wage If the contract exceeds **$24,050.68** the contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is **$17.02** per hour effective **June 30, 2022 and** increases annually every June 30 by the Consumer Price Index. 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. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed online at **www.ashland.or.us**.

*** The Living Wage is **$17.02** per hour effective **June 30, 2022** ***
(Increases annually every June 30 by the Consumer Price Index)

ORS 279B.060(6)(a) Opening Procedures Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

OAR 137-047-0260(2)(a)(E) Certification of Nondiscrimination Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract. The Certificate of Compliance attached as **Exhibit B**, is required to be signed and included with your proposal.

ORS 279B.060(6)(b) Proprietary Information (Trade Secrets) Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

If applicable, proposer shall complete and submit the **Affidavit of Trade Secret** attached as **Exhibit C** and a **fully redacted version of its proposal.**

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each proposer to consult with its own legal counsel regarding disclosure issues.

If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

ORS 279B.060(13) Notice of Intent to Award a Public Contract The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

ORS 279B.060(14) Contract Award The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in this Request for Proposals, and any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS 279A.128 and, when applicable, the outcome of any negotiations authorized by this Request for Proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

ORS 279B.410 Protest of Contract Award A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

ORS 279B.060(2)(h) Contractual Terms and Conditions The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in this Request for Proposals. The City of Ashland reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

Insurance Certificates The Contractor will be required to provide and maintain ALL required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

Additional Terms

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

SCOPE OF SERVICES

The City of Ashland intends to contract for OSHA required safety training classes and job observations for the City's Public Works Department.

The consultant will be required to conduct a **monthly safety training class** and **two (2) onsite job observations**. The **job observations and/or crew audits** are being requested to provide an outside opinion on the City's safe work practices. The focus of job observations is for behavioral purposes and hazard analysis.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The **Public Works** Department consists of approximately **60 employees** that work in the following divisions:

- Fleet Maintenance
- Facilities Maintenance
- Street
- Water
- Water Treatment Plant
- Wastewater
- Wastewater Treatment Plant
- Information Technology

Safety training classes are required to be compliant with the **Oregon OSHA** rules, and any other applicable rules, as follows:

- Division 1, General Administrative Rules
- Division 2, General Occupational Safety and Health Rules
- Division 3, Construction Rules

The general **level of training** (initial level, awareness level or refresher level) required is as follows:

- **Public Works**: 90% Refresher, 10% Initial for new hires

Location for safety training classes:

- City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, OR 97520.
- Classes are held in the lunchroom/conference room (16' X 40').
- Internet access and a large wide screen television is available in the room.

NOTE: The following information is being provided to give you **examples of the safety training classes** that are applicable now. These lists are **not inclusive**. The actual safety training classes that are scheduled may be subject to change depending on the department's needs and requirements at that time.

Public Works Department

1. CPR/First Aid/AED Training (30)
2. CPR/First Aid/AED Training (30)
3. Back Safety
4. Job Observation
5. Work Zone Traffic Control Flagging
6. Excavations
7. Hand & Portable Power Tools
8. Boom Truck & Crane Safety *
9. ERP: Vault Rescue
10. Safety Data Sheets
11. Bloodborne Pathogens
12. Ladders and Fall Protection
13. Forklift Training
14. Dog Bite Prevention
15. Chainsaw Use
16. Heat Illness Prevention
17. Fire Extinguisher
18. Defensive Driving

*There are no boom trucks in PW fleet. PW uses ¼ to ½ ton jib hoist cranes and trolley cranes up to 4 tons.

Scheduling safety training classes:

Safety training classes, agendas and priorities will be coordinated in advance with Wes Hoadley, Public Works Maintenance Safety Supervisor.

The scheduling of onsite safety training classes and job observations is somewhat flexible and can be scheduled during normal work hours.

- **Public Works**: Tuesdays, Wednesdays or Thursdays (crews work 4-10s and may be off Monday or Friday)

The following information is being provided to brief you on how the safety training classes and job observations are currently scheduled. However, as previously stated the **schedule is flexible** and the City will consider alternative scheduling options.

Currently, the monthly safety training class held for the **Public Works Department** is conducted on Thursday beginning at 7:00am and can last 1-3 hours depending on the class curriculum. The two (2) job observations for the Public Works Department are scheduled for the same day and may require approximately one hour for each job observation which will be dependent on the actual jobs being performed in the field by the Public Works crews on that day.

*It is preferred that safety training classes be kept to one (1) or two (2) hours; however, we understand that some training material may require additional time. All safety training classes should be facilitated in a timely manner appropriate for the subject matter.

Consultant's Responsibilities

The successful consultant will provide professional services that include, but are not limited to:

- Coordinate a variety of safety training classes and course curriculums to ensure the safety training classes will accommodate and satisfy the mandatory safety training needs and requirements.
- Research and prepare appropriate and applicable class and presentation materials to accomplish safety training needs and requirements.
- Provide qualified and competent instructors and furnish all supplies, equipment, tools and incidentals required for the class curriculum, all of which must meet or exceed industry standards.
- Assume responsibility for all class materials used during safety training classes.
- Conduct safety training classes, supply presentation and class materials, and document attendees.
- Perform record keeping per OSHA requirements, including the documentation of attendance records and agendas for safety training classes.
- Evaluate current work types and advise on practical training techniques.
- Perform a minimum of two onsite job observations and/or crew audits each month. Job observation findings, recommendations, and improvement reports are to be submitted to Wes Hoadley, Public Works Maintenance Safety Supervisor. The results of the job observations may also be reviewed and critiqued with the public works crews during their next safety training class.
- Acquire and maintain a valid City of Ashland business license during the term of the contract.
- Perform the scope of 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 comply with all applicable codes and industry standards.

City Responsibilities

In the development and implementation of this contract the City of Ashland will assume the following responsibilities:

- Provide a project manager for the Public Works Department. (Wes Hoadley, Public Works Maintenance Safety Supervisor, will be managing the contract for safety training.)
- Provide meeting space and notification to personnel on dates and times of safety training classes.
- Provide timely reviews of safety consultant's reports or other submittals.

PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposal must contain and be organized in accordance with the following section titled Proposal Contents. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Letter of Introduction / Cover Page

- ✓ Include a letter of introduction addressed to **Wes Hoadley, Public Works Maintenance Safety Supervisor** and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

Table of Contents

- ✓ Include a clear identification of the material by section and by page number.

Proposal Submission Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A.**

Qualifications and Experience

- ✓ Include or describe the level of experience and number of years of experience the proposer has providing and conducting safety training classes and/or job observations specifically for Public Works crews.

- ✓ Provide the names and titles of each instructor, their specific qualifications, credentials and level of experience (practical and educational) that the proposer intends to assign to conduct safety training classes and job observations. If there are multiple instructors, include the safety training classes that will be assigned to each of the instructors. Resumes may be submitted as supplemental information.

- ✓ Describe and/or explain how the proposer typically conducts safety training classes. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information.

- ✓ Describe and/or explain how the proposer typically conducts job observations. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information

Safety Training Classes

- ✓ Provide a **list of the proposed safety training classes**, including brief overviews for each class, relative to topics appropriate for the Public Works Department the proposer is qualified and capable to conduct now. Refer to the list (Items 1-18) on page 12 of this RFP and identify which of these topics are included in each of your safety training classes.

- ✓ Provide a **brief** example outlining the **initial 12-month schedule** (April 2023 to March 2024) for conducting monthly safety training classes and job observations.

    - Name of safety training class, include day of the week, calendar date, start time and class time required
    - Job observations – day of the week, calendar date and time allotted for job observations
    - Name of instructor (only if there are multiple instructors)

References

- ✓ Provide a **minimum of three (3) references**, preferably public works clients, the proposer has/is currently providing a similar scope of services. The City reserves the right to verify these references.

  Include the following information for each reference:
    - Name of company
    - Contact name of individual who can verify the account and your performance
    - Telephone number
    - Email address
    - Identify the services being provided to each reference

Contractual Terms and Conditions

The successful proposer will enter into an agreement with the City of Ashland, Oregon, *in a form substantially similar to* that attached hereto as **Exhibit D**.

- ✓ Indicate acceptance of the City's contract provisions found in the **Goods and Services Agreement** attached as **Exhibit D** or suggest reasonable alternatives that do not substantially impair the City's rights under the agreement. Some contract terms and conditions may be negotiable.

- ✓ The **Certificate of Compliance** attached as **Exhibit B**, is required to be signed and included with your proposal.

Cost Proposal

IMPORTANT: The Cost Proposal (fee schedules, including any alternative pricing options) are to be **submitted separately from the technical proposal in a sealed envelope** marked "COST PROPOSAL" per the submission instructions on page 16.

- ✓ Provide a detailed and complete **fee schedule** for a **5-Year Contract,** including expenses if applicable for travel, lodging and meals, preferably at federal per diem rates, for conducting a monthly safety training class and two (2) job observations for the **Public Works Department**. Proposers may also propose **alternative pricing options** for the City's consideration.

  Example of Fee Schedule – if your cost per month is all inclusive:

5-YEAR CONTRACT		Firm Cost Per Month (All Inclusive)	Annual Cost
Year 1	April 2023 – March 2024	$	$
Year 2	April 2024 – March 2025	$	$
Year 3	April 2025 – March 2026	$	$
Year 4	April 2026 – March 2027	$	$
Year 5	April 2027 – March 2028	$	$
		TOTAL COST (5-Years)	$

  If your cost per month is itemized and dependent on the safety training class, number of safety training classes, and/or other factors:

  Please provide a fee schedule that reflects the proposed monthly costs, annual costs and total cost for a 5-year contract. If you are proposing a variable pricing strategy or price range, a not to exceed (NTE) amount per month is mandatory.

Affidavit of Trade Secret (if applicable)

- ✓ If applicable, complete the Affidavit of Trade Secret submission form attached hereto as **Exhibit C** and **submit a redacted copy of the proposal** being submitted in response to this RFP.

IMPORTANT: Proposals become **public information** after the City releases a Notice of Intent to Award a Public Contract. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

PROPOSAL SUBMISSION REQUIREMENTS

The **complete written proposal** is to be submitted with **multiple copies** as follows:

TECHNICAL PROPOSAL

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

COST PROPOSAL

Cost proposal must be submitted separately from the technical proposal in a sealed envelope as follows:

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

The complete proposal, including the additional copies, are to be submitted in a single **SEALED ENVELOPE** (or box) labeled as follows and received at the following address:

Kari Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520

Contents: **Request for Proposal**
SAFETY TRAINING
Due by: 2:00:00 PM (PST), Thursday, January 26, 2023

Please note: Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your method of shipment will arrive prior to the due date and time.

DUE DATE AND TIME:

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Thursday, January 26, 2023.** Late proposals will **not** be considered. Faxed or emailed proposals will **not** be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in this Request for Proposals. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on page 4 of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.

The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

EVALUATION CRITERIA	POINTS
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	10
Qualifications and Experience	25
Safety Training Classes & 12-Month Schedule	25
References	10
Contractual Terms and Conditions	5
SUBTOTAL	**75**
Cost Proposal	25
TOTAL	**100**

EXHIBIT A

Request for Proposals

SAFETY TRAINING

(Public Works Department)
December 16, 2022

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **SAFETY TRAINING,** released on **December 16, 2022.** The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. ___, __, ___, ___, ___ to this RFP.

Full legal name of company:	
Principle owner's name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By:_____
Signature

_____
Print Name

Title:_____

Date: _____

EXHIBIT C
AFFIDAVIT OF TRADE SECRET

Note: This exhibit is being provided as a courtesy because proposals become public information upon the release of a Notice of Intent to Award a Public Contract. If applicable, proposer shall complete and include this Affidavit of Trade Secret with a **fully redacted version of its proposal**.

_____ (Affiant), being first duly sworn under oath, and representing _____ _____ [Proposer's name] (Hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a proposal, dated on or about [insert date] (the "Proposal"), to the City of Ashland in response to Request for Proposals for SAFETY TRAINING and I am familiar with the contents of the RFP and proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

   A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
      i. is not patented,
      ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
      iii. has actual or potential commercial value, and
      iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

   or

   B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
      i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
      ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)
) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

_____

Notary Public for the State of _____

My Commission Expires: _____

IMPORTANT: Proposals become **public information** after the City releases a **Notice of Intent to Award a Public Contract**. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

EXHIBIT D

City of Ashland
GOODS AND SERVICES AGREEMENT

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONTRACTOR: CONTACT: ADDRESS: PHONE: 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 (XXXXXXXXXXXXXXXXXX, a domestic business corporation hereinafter "Contractor"), for (give very brief description of goods and services).

1 CONTRACTOR'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. 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 $24,050.68 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 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 Contractor'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. 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.

3.6.1 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 XXXXXX (Request for Proposals, Invitation to Bid, etc. dated XXXXX.
- The Contractor's complete written XXXXXX dated XXXXXX.

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 XXXXXXXX, 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 – 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, Oregon 97520
Phone: (541) 488-5350

If to Contractor:
Contractor's name
Attn: XXXX
XXXXXXX
City, State

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, 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 Contractor; and

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

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: _____
Joseph L. Lessard, City Manager

_____
Printed Name

_____
Date

XXXXXXXXXX (CONTRACTOR):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
City Attorney

_____
Date

EXHIBIT D-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.

$17.02 per hour, effective June 30, 2022.

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 **$24,050.68** 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 **$24,050.68**;
- 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

City of Ashland
Request for Proposal
SAFETY TRAINING – PUBLIC WORKS
Evaluation Summary
February 22, 2023

Evaluation Criteria	Points	G2 Consultants			Integrity Safety Services			PBS Engineering and Environmental Inc.		
		#1	#2	#3	#1	#2	#3	#1	#2	#3
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	**10**	9	10	10	7	6	5	7	8	10
Qualifications and Experience	**25**	23	23	25	17	21	15	20	21	20
Safety Training Classes & 12-Month Schedule	**25**	23	25	23	17	22	20	20	24	17
References	**10**	9	8	8	4	8	8	9	8	10
Contractual Terms and Conditions	**5**	5	5	5	3	5	5	4	5	5
SUBTOTAL	**75**	69	71	71	48	62	53	60	66	62
Cost Proposal	**25**	22.38	22.38	22.38	25	25	25	23.55	23.55	23.55
TOTAL	**100**	**91.38**	**93.38**	**93.38**	**73**	**87**	**78**	**83.55**	**89.55**	**85.55**

Council Business Meeting

March 15, 2023

Agenda Item	Safety Training Contract for Electric Utility Department	
From	Thomas McBartlett III	Electric Utility Director
Contact	Thomas.mcbartlett@ashland.or.us 541-488-5357	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

Approval is being requested for a contract award exceeding $75,000.00. A formal competitive sealed proposal (Request for Proposal) is the required sourcing method for an acquisition of this type (Personal Services) greater than $75,000.00. The City's intent is to award a five (5) year contract to the highest ranked proposer, Evergreen Job & Safety Training, Inc.to provide onsite safety training for the Electric Utility Department.

POLICIES, PLANS & GOALS SUPPORTED

Maintain OSHA compliance, a safe and healthy workforce, and a reliable electric utility.

BACKGROUND AND ADDITIONAL INFORMATION

A formal RFP (Request for Proposal) was facilitated, and the City received two proposals in response to the RFP. The proposals were evaluated in accordance with the evaluation process and criteria outlined in the RFP and the City's intent is to award a public contract to the highest ranked proposer.

In accordance with AMC 2.50.070(2), this contract exceeds delegated authority and thus requires Council approval.

In accordance with AMC 2.50.090 and AMC 2.50.120(A), a formal Competitive Sealed Proposal (Request for Proposal) is required to acquire personal services exceeding $75,000.00.

Please refer to the attached solicitation – Request for Proposals – for the scope of services.

FISCAL IMPACTS

The Electric Utility Department budgets for onsite safety training each fiscal year.

5-YEAR CONTRACT		**Firm Cost Per Month (All Inclusive)**	**Annual Cost**
Year 1	March 2023 – February 2024	$2,699.00	$32,388.00
Year 2	March 2024 – February 2025	$2,699,00	$32,388.00
Year 3	March 2025 – February 2026	$2,834.00	$34,008.00
Year 4	March 2026 – February 2027	$2,834.00	$34.008.00
Year 5	March 2027 – February 2028	$2,834.00	$34,008.00
		TOTAL COST (5-Years)	$166,800.00

DISCUSSION QUESTIONS

The Electric Department must provide safety training to remain OSHA compliant.
Safety instructors need to have proper certifications to meet OSHA requirements.
Outsourcing this training saves the department money compared to what it would cost to have City staff provide the trainings.

SUGGESTED NEXT STEPS

Staff recommends the public contract for onsite Safety Training for the Electric Department be awarded to Evergreen Job & Safety Training, Inc.

REFERENCES & ATTACHMENTS

Request for Proposal for Safety Training for Electric Utility Department
Evaluation Summary

CITY OF
ASHLAND

Request for Proposals

SAFETY TRAINING

(Onsite for the Electric Utility Department)

Date of Release: December 5, 2022

Proposals are due by: 2:00:00 PM (PST), Thursday, January 19, 2023

Contracting Agency:	**City of Ashland**
Sole Point of Contact:	**Kari Olson**
Title:	**Purchasing Specialist**
Address:	**City of Ashland** **90 N. Mountain Avenue** **Ashland, OR 97520**
Telephone:	**(541) 488-5354**
Fax:	**(541) 488-5320**
Email:	**kari.olson@ashland.or.us**

TABLE OF CONTENTS

1. PUBLIC NOTICE 3

2. PROPOSAL PROCESS 4

3. SCHEDULE OF EVENTS 5

4. SCOPE OF SERVICES 10

5. PROPOSAL CONTENTS 13

6. PROPOSAL SUBMISSION REQUIREMENTS 16

7. EVALUATION PROCESS 17

8. EVALUATION CRITERIA 18

EXHIBIT A – PROPOSAL SUBMISSION FORM

EXHIBIT B – CERTIFICATE OF COMPLIANCE

EXHIBIT C – AFFIDAVIT OF TRADE SECRET

EXHIBIT D – GOODS AND SERVICES AGREEMENT

PUBLIC NOTICE:

CITY OF ASHLAND

Request for Proposals

SAFETY TRAINING

(Onsite for the Electric Utility Department)

Proposals are due by 2:00:00 PM (PST), Thursday, January 19, 2023

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing onsite Safety Training classes and job observations for the City's Electric Utility Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the Electric Utility Department. One day per month, the safety consultant conducts an onsite safety training class with the electric crew and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City intends to enter into a contract with the highest ranked proposer for a maximum term of five (5) years.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

The REQUEST FOR PROPOSALS is available online at www.ashland.or.us Log on to the City's website, scroll down the home page to **Online City Services** and click on "**Proposals, Bids and Notifications**". Locate the public notice and click on "**REQUEST BID PACKET**" (beneath the public notice). Log into the system and download the solicitation documents. You will need to log into the system each time you would like to download the solicitation documents and any subsequently issued addenda.

In accordance with AMC Section 2.50.080, Competitive sealed proposals may be available online, but applicants will NOT be able to submit their proposals and/or responses online. Proposals must be delivered in hard copy form to the City in accordance with the requirements outlined in the RFP. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Contract terms, conditions and specifications may be reviewed in the City of Ashland, Purchasing Office, located at 90 N. Mountain, Ashland, Oregon.

Deadline for submitting questions is 5:00:00 PM (PST), Thursday, January 5, 2023.

Sealed proposals must be received by **2:00:00 PM (PST), Thursday, January 19, 2023,** by Kari Olson, Purchasing Specialist in the City of Ashland, Purchasing Office located at 90 N. Mountain Avenue, Ashland OR 97520. The proposals will be opened at **2:00:00 PM (PST), Thursday, January 19, 2023,** and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Kari Olson
Purchasing Specialist
City of Ashland, Oregon
Kari.olson@ashland.or.us
Tel: 541-488-5354

Published: December 5, 2022

CITY OF
ASHLAND

Request for Proposals

SAFETY TRAINING

(Onsite for the Electric Utility Department)
December 5, 2022

ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing onsite **Safety Training** classes and job observations for the City's Electric Utility Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the City's Electric Utility Department. One day per month, the safety consultant conducts an onsite safety training class with the electric crew and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City intends to enter into a contract with the highest ranked proposer for a maximum term of **five (5) years**.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence and questions pertaining to this Request for Proposals (RFP) shall **ONLY** be directed to:

Name:	**Kari Olson**
Title:	**Purchasing Specialist**
Address:	**City of Ashland** **90 N. Mountain Avenue, Ashland, OR 97520**
Telephone:	**541-488-5354**
Fax:	**541-488-5320**
Email:	**Kari.olson@ashland.or.us**

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

Proposals are due by: **2:00:00 PM (PST), Thursday, January 19, 2023**

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

ACTIVITY	DATE
Request for Proposals Released	December 5, 2022
1st Public Notice	December 5, 2022
Deadline for Submitting Questions and Requests for Additional Information	**5:00:00 PM (PST), Thursday, January 5, 2023**
RFP Protest Period Ends	5:00:00 PM (PST), Monday, January 9, 2023
DUE DATE AND TIME (Note: Proposals **must** be received prior to the due date and time.)	**2:00:00 PM (PST), Thursday, January 19, 2023** Location: City of Ashland, Purchasing Office 90 N. Mountain, Ashland, OR 97520
Evaluation Process	**January 20–25, 2023**
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award Announcement	(7) Days prior to executing contract
Award Protest Period Ends	(7) Days after Notice of Intent to Award is released
Contract Recommendation Presented to City Council for Final Approval	**February 7, 2023**
Contract Award	Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement
Services intended to begin	March 2023

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** to the **Sole Point of Contact** identified on page 4 of the RFP
- Reference the name of the RFP
- Identify the proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

OAR 137-047-0260(2)(a)(F) Addenda The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments

by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

ORS 279B.405 Protest Solicitation Process A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:

- Be delivered to the **Sole Point of Contact** identified on page 4 via email, facsimile, hard copy
- Reference the name of the RFP
- Identify prospective proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

OAR 137-047-0440 Pre-Closing Modification or Withdrawal of Offers A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

OAR 137-047-0460 Late Offers, Late Withdrawals and Late Modifications
Any proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

Proposal Acceptance Proposals that do not address all areas requested by this RFP may be deemed non-

responsive and may not be considered for any possible contract awarded resulting from this RFP.

ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Collusion By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

Disputes In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Ashland shall be final and binding upon all parties.

Clarification of Responses The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a proposal.

References The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Recyclable and Recycled Products Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

ORS 279A.125 The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non- recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

ORS 282.210 All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

ORS 279B.060(2)(g) If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

AMC Chapter 3.12 Living Wage If the contract exceeds **$24,050.68** the contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is **$17.02** per hour effective **June 30, 2022 and** increases annually every June 30 by the Consumer Price Index. 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. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed online at **www.ashland.or.us**.

*** The Living Wage is **$17.02** per hour effective **June 30, 2022** ***
(Increases annually every June 30 by the Consumer Price Index)

ORS 279B.060(6)(a) Opening Procedures Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

OAR 137-047-0260(2)(a)(E) Certification of Nondiscrimination Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract. The Certificate of Compliance attached as **Exhibit B**, is required to be signed and included with your proposal.

ORS 279B.060(6)(b) Proprietary Information (Trade Secrets) Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

If applicable, proposer shall complete and submit the Affidavit of Trade Secret attached as Exhibit C and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each proposer to consult with its own legal counsel regarding disclosure issues.

If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

ORS 279B.060(13) Notice of Intent to Award a Public Contract The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

ORS 279B.060(14) Contract Award The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in this Request for Proposals, and any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS

279A.128 and, when applicable, the outcome of any negotiations authorized by this Request for Proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

ORS 279B.410 Protest of Contract Award A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

ORS 279B.060(2)(h) Contractual Terms and Conditions The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in this Request for Proposals. The City of Ashland reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

Insurance Certificates The Contractor will be required to provide and maintain ALL required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

Additional Terms

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

SCOPE OF SERVICES

The City of Ashland intends to contract for onsite OSHA required safety training classes and job observations for the City's Electric Utility Department.

The consultant will be required to conduct a **monthly safety training class** and **two (2) onsite job observations**. The **job observations and/or crew audits** are being requested to provide an outside opinion on the City's safe work practices. The focus of job observations is for behavioral purposes and hazard analysis.

There are approximately **19 employees** in the **Electric Utility Department** that are required to participate in an OSHA approved safety training program, and they include the following job classifications:

- Journeyman Lineman
- Equipment Operator
- Meter Relay Technician
- Electrician
- Tree Trimmer
- Meter Reader
- Warehouse Person
- Reconnect/Disconnect
- Telecommunications Technician

Safety training classes are required to be compliant with the **Oregon OSHA and NEC rules** as follows:

- Division 1, General Administrative Rules
- Division 2, General Occupational Safety and Health Rules
- Division 3, Construction Rules
- NEC compliance training (Electric Utility)
- OSHA regulated 1910.269 categories (including telecommunications training)

The general **level of training** (initial level, awareness level or refresher level) required is as follows:

- **Electric Utility**: "Awareness" and "refresher" levels unless we have a newly hired employee that may require "initial" level of training. (i.e., flagger certification)

Location for safety training classes:

- City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, OR 97520.
- Electric Utility classes are held in the department's conference/crew room (20'x20').
- Internet access and a large wide screen television is available in the room.

NOTE: The following information is being provided to give you **examples of the safety training classes** that are applicable now. These lists are **not inclusive**. The actual safety training classes that are scheduled may be subject to change depending on the department's needs and requirements at that time.

Electric Utility Department

1. CPR/First Aid/AED Training
2. Electrical Burns
3. Energized Parts
4. Job Observation
5. Substations
6. Underground Electrical Installations
7. Boom Truck & Crane Safety*
8. Work Zone Traffic Control Flagger
9. ERP: Pole Top & Bucket Truck Rescue
10. Overhead Lines
11. De-energizing Lines & Equipment (Lockout & Tagout
12. Hot Stick & Grounds Testing
13. Voltage Regulations
14. Rigging
15. Heat Illness & Ladder Safety
16. Metering
17. Capacitors
18. Personal Protective Equipment

Electric fleet includes the following boom trucks and cranes:

1. 2011 International Altec 60' Bucket Truck
2. 2019 Peterbilt Altec 47' Digger Derreck
3. 2019 Ford F550 Altec AT37G
4. 2019 Ford F550 Altec AT37G
5. 2008 International Line Truck Altec D3055ATR
6. 2011 International Line Truck Altec TA60
7. 2015 Ford F450 Altec AT30G

Scheduling safety training classes:

Safety training classes, agendas and priorities will be coordinated in advance with Thomas McBartlett III, Director of Electric Utility.

The scheduling of safety training classes and job observations is somewhat flexible and can be scheduled during normal work hours, **Monday through Friday 7:00 AM to 3:30 PM**.

The following information is being provided to brief you on how the safety training classes and job observations are currently scheduled. However, as previously stated the **schedule is flexible** and the City will consider alternative scheduling options.

Currently, the monthly safety training class held for the **Electric Utility Department** is conducted on one Friday each month beginning at 7:00am and can last until 11:00am to 12:00pm depending on the class curriculum. The two job observations may be performed on Thursday afternoon prior to the safety training class on Friday morning or on Friday afternoon after the safety training class. The timing of the job observations will be dependent on the actual jobs being performed in the field by the electric crews on each of those days. *It is preferred that safety training classes be kept to under two (2) hours; however, we understand that some training material may require additional time. All safety training classes should be facilitated in a timely manner appropriate for the subject matter.

Consultant's Responsibilities

The successful consultant will provide professional services that include, but are not limited to:

- Coordinate a variety of safety training classes and course curriculums to ensure the safety training classes will accommodate and satisfy the mandatory safety training needs and requirements.
- Research and prepare appropriate and applicable class and presentation materials to accomplish safety training needs and requirements.
- Provide qualified and competent instructors and furnish all supplies, equipment, tools and incidentals required for the class curriculum, all of which must meet or exceed industry standards.
- Assume responsibility for all class materials used during safety training classes.
- Conduct safety training classes, supply presentation and class materials, and document attendees.
- Perform record keeping per OSHA requirements, including the documentation of attendance records and agendas for safety training classes.
- Evaluate current work types and advise on practical training techniques.
- Perform a minimum of two onsite job observations and/or crew audits each month. Job observation findings, recommendations, and improvement reports are to be submitted to Thomas McBartlett III, Director of Electric Utility. The results of the job observations may also be reviewed and critiqued with the electric crew during their next safety training class.
- Acquire and maintain a valid City of Ashland business license during the term of the contract.
- Perform the scope of 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 comply with all applicable codes and industry standards.

City Responsibilities

In the development and implementation of this contract the City of Ashland will assume the following responsibilities:

- Provide a project manager for the Electric Utility Department. (Thomas McBartlett III, Director of Electric Utility, will be managing the contract for safety training.)
- Provide meeting space and notification to personnel on dates and times of safety training classes.
- Provide timely reviews of safety consultant's reports or other submittals.

PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposal must contain and be organized in accordance with the following section titled Proposal Contents. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Letter of Introduction / Cover Page

- ✓ Include a letter of introduction addressed to **Thomas McBartlett III, Director of Electric Utility** and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

Table of Contents

- ✓ Include a clear identification of the material by section and by page number.

Proposal Submission Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A.**

Qualifications and Experience

- ✓ Include or describe the level of experience and number of years of experience the proposer has providing and conducting safety training classes and/or job observations specifically for electric utilities.

- ✓ Provide the names and titles of each instructor, their specific qualifications, credentials and level of experience (practical and educational) that the proposer intends to assign to conduct safety training classes and job observations. If there are multiple instructors, include the safety training classes that will be assigned to each of the instructors. Resumes may be submitted as supplemental information.

- ✓ Describe and/or explain how the proposer typically conducts safety training classes. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information.

- ✓ Describe and/or explain how the proposer typically conducts job observations. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information

Safety Training Classes

- ✓ Provide a **list of the proposed safety training classes**, including brief overviews for each class, relative to topics appropriate for the Electric Utility Department the proposer is qualified and capable to conduct now. Refer to the list (Items 1-18) on page 11 of this RFP and identify which of these topics are included in each of your safety training classes.

- ✓ Provide a **brief** example outlining the **initial 12-month schedule** (March 2023 to February 2024) for conducting monthly safety training classes and job observations.

    - Name of safety training class, include day of the week, calendar date, start time and class time required
    - Job observations – day of the week, calendar date and time allotted for job observations
    - Name of instructor (only if there are multiple instructors)

References

- ✓ Provide a **minimum of three (3) references**, preferably electric utilities, the proposer has/is currently providing a similar scope of services. The City reserves the right to verify these references.

  Include the following information for each reference:
    - Name of company
    - Contact name of individual who can verify the account and your performance
    - Telephone number
    - Email address
    - Identify the services being provided to each reference

Contractual Terms and Conditions

The successful proposer will enter into an agreement with the City of Ashland, Oregon, *in a form substantially similar to* that attached hereto as **Exhibit D**.

- ✓ Indicate acceptance of the City's contract provisions found in the **Goods and Services Agreement** attached as **Exhibit D** or suggest reasonable alternatives that do not substantially impair the City's rights under the agreement. Some contract terms and conditions may be negotiable.

- ✓ The **Certificate of Compliance** attached as **Exhibit B**, is required to be signed and included with your proposal.

Cost Proposal

IMPORTANT: The Cost Proposal (fee schedules, including any alternative pricing options) are to be **submitted separately from the technical proposal in a sealed envelope** marked "COST PROPOSAL" per the submission instructions on page 16.

✓ Provide a detailed and complete **fee schedule** for a **5-Year Contract,** including expenses if applicable for travel, lodging and meals, preferably at federal per diem rates, for conducting a monthly safety training class and two (2) job observations for the **Electric Utility Department**. Proposers may also propose **alternative pricing options** for the City's consideration.

Example of Fee Schedule – if your cost per month is all inclusive:

5-YEAR CONTRACT		Firm Cost Per Month (All Inclusive)	Annual Cost
Year 1	March 2023 – February 2024	$	$
Year 2	March 2024 – February 2025	$	$
Year 3	March 2025 – February 2026	$	$
Year 4	March 2026 – February 2027	$	$
Year 5	March 2027 – February 2028	$	$
		TOTAL COST (5-Years)	$

If your cost per month is itemized and dependent on the safety training class and/or other factors: Please provide a fee schedule that reflects the proposed monthly costs, annual costs and total cost for a 5-year contract. If you are proposing a variable pricing strategy or price range, a not to exceed (NTE) amount per month is mandatory.

Affidavit of Trade Secret (if applicable)

✓ If applicable, complete the Affidavit of Trade Secret submission form attached hereto as **Exhibit C** and **submit a redacted copy of the proposal** being submitted in response to this RFP.

IMPORTANT: Proposals become **public information** after the City releases a Notice of Intent to Award a Public Contract. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

PROPOSAL SUBMISSION REQUIREMENTS

The **complete written proposal** is to be submitted with **multiple copies** as follows:

TECHNICAL PROPOSAL

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

COST PROPOSAL

Cost proposal must be submitted separately from the technical proposal in a sealed envelope as follows:

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

The complete proposal, including the additional copies, are to be submitted in a single **SEALED ENVELOPE** (or box) labeled as follows and received at the following address:

Kari Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520

Contents: **Request for Proposal**
SAFETY TRAINING
Due by: 2:00:00 PM (PST), Thursday, January 19, 2023

Please note: Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your method of shipment will arrive prior to the due date and time.

DUE DATE AND TIME:

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Thursday, January 19, 2023.** Late proposals will **not** be considered. Faxed or emailed proposals will **not** be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in this Request for Proposals. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on page 4 of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.

The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

EVALUATION CRITERIA	POINTS
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	10
Qualifications and Experience	25
Safety Training Classes & 12-Month Schedule	25
References	10
Contractual Terms and Conditions	5
SUBTOTAL	**75**
Cost Proposal	25
TOTAL	**100**

EXHIBIT A

Request for Proposals

SAFETY TRAINING

(Onsite for the Electric Utility Departments)
December 5, 2022

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **SAFETY TRAINING,** released on **December 5, 2022.** The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. ___, __, ___, ___, ___ to this RFP.

Full legal name of company:	
Principle owner's name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By:_____
Signature

_____
Print Name

Title:_____

Date: _____

EXHIBIT C
AFFIDAVIT OF TRADE SECRET

Note: This exhibit is being provided as a courtesy because proposals become public information upon the release of a Notice of Intent to Award a Public Contract. If applicable, proposer shall complete and include this Affidavit of Trade Secret with a **fully redacted version of its proposal**.

_____ (Affiant), being first duly sworn under oath, and representing _____ _____ [Proposer's name] (Hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a proposal, dated on or about [insert date] (the "Proposal"), to the City of Ashland in response to Request for Proposals for SAFETY TRAINING and I am familiar with the contents of the RFP and proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

   A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
      i. is not patented,
      ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
      iii. has actual or potential commercial value, and
      iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

   or

   B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
      i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
      ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)
) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

_____

Notary Public for the State of _____

My Commission Expires: _____

IMPORTANT: Proposals become **public information** after the City releases a **Notice of Intent to Award a Public Contract**. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

EXHIBIT D

City of Ashland
GOODS AND SERVICES AGREEMENT

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONTRACTOR: CONTACT: ADDRESS: PHONE: 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 (XXXXXXXXXXXXXXXXXX, a domestic business corporation hereinafter "Contractor"), for (give very brief description of goods and services).

1 CONTRACTOR'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. 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 $24,050.68 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 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 Contractor'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. 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.

3.6.1 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 XXXXXX (Request for Proposals, Invitation to Bid, etc. dated XXXXX.
- The Contractor's complete written XXXXXX dated XXXXXX.

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 XXXXXXXX, 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 – 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, Oregon 97520
Phone: (541) 488-5350

If to Contractor:
Contractor's name
Attn: XXXX
XXXXXXX
City, State

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, 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 Contractor; and

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

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: _____
Joseph L. Lessard, City Manager

_____
Printed Name

_____
Date

XXXXXXXXXX (CONTRACTOR):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
City Attorney

_____
Date

EXHIBIT D-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.

$17.02 per hour, effective June 30, 2022.

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 $24,050.68 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 $24,050.68;
- 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

City of Ashland
Request for Proposal
SAFETY TRAINING – ELECTRIC UTILITY DEPARTMENT
Evaluation Summary
January 26, 2023

Evaluation Criteria	Points	EVERGREEN JOB & SAFETY TRAINING, INC.		G2 CONSULTANTS	
		#1	#2	#1	#2
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	**10**	10	10	10	10
Qualifications and Experience	**25**	25	25	15	10
Safety Training Classes & 12-Month Schedule	**25**	25	25	14	15
References	**10**	10	10	10	5
Contractual Terms and Conditions	**5**	5	5	5	5
SUBTOTAL	**75**	75	75	54	45
Cost Proposal	**25**	25	25	20	20
TOTAL	**100**	**100**	**100**	**74**	**65**

Council Business Meeting

March 7, 2023

Agenda Item	Resolution No 2023-04 Relating to the 2022 Recology Ashland Solid Waste and Recycling Service Rate Adjustment and Repealing Resolution No. 2022-08	
From	Carmel S. Zahran	Assistant City Attorney
Contact	carmel.zahran@ashland.or.us	

SUMMARY

Pursuant to the current Franchise Agreement with Recology Ashland for Solid Waste Management granted by the City Council in 2013 (Franchise Agreement), rates for solid waste management services shall be adjusted annually by a resolution of the City Council. As set forth in the Franchise Agreement, such rate adjustments shall be based on the consumer price index (CPI). Recology Ashland is requesting a rate increase of 5.8% based upon the CPI for 2022. This increase would become effective April 1, 2023, for all customer classes. This rate adjustment amounts to an increase of $1.32 per month for the typical residential customer.

PREVIOUS COUNCIL ACTION

In 2022, Recology proposed a rate increase of 6.5% based upon the 2021 CPI rate increase. The effective date for the annual increases historically occurs on April 1 of each year. However, in 2022, the effective date was delayed when Council originally denied the recommendation. Council ultimately approved the contractually agreed upon rate adjustment in May of 2022, for an effective date of July 1, 2022. Resolution 2023-04 restores the original timeline.

BACKGROUND AND ADDITIONAL INFORMATION

A component of the current Franchise Agreement with Recology Ashland is a rate adjustment methodology intended to provide Recology with an annual operating margin range of between eight percent (8%) and twelve percent (12%). Pursuant to the Franchise Agreement, the mandated rate adjustment is to be equal to "the percentage change in the January to January Consumer Price Index for All Urban Consumers (CPI-U) but not to exceed the twelve percent operating margin cap." (See page Section 5.8 on page 15 of the attached Franchise Agreement.)

FISCAL IMPACT

Recology Ashland estimates that the mandated rate adjustment will result in an increase of $1.32 per month on a typical residential customer's bill, with total bill increases for commercial customers varying by size and frequency of service.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2023-04 related the 2023 Recology Ashland Solid Waste and Recycling Service Rate Adjustment. This rate adjustment is consistent with the process and calculation prescribed in the Franchise Agreement.

ACTIONS AND POTENTIAL MOTIONS

I move to approve Resolution No. 2023-04 relating to the 2023 Recology Ashland Solid Waste and Recycling Service Rate Adjustment and to repeal Resolution No. 2022-08.

CITY OF ASHLAND

REFERENCES AND ATTACHMENTS

Attachment No. 1: Resolution No. 2023 -04
Attachment No. 2: Recology Rate Adjustment Request Letter
Attachment No. 3: Franchise Agreement with Recology (Ordinance No. 3090)
Attachment No. 4: CPI Rate

RESOLUTION NO. 2023-04

A RESOLUTION RELATING TO SOLID WASTE MANAGEMENT SERVICE RATES AND REPEALING RESOLUTION NO. 2022-08

RECITALS:

A. The Franchise Agreement for Solid Waste Management and Collection Services adopted by the City Council as Ordinance No. 3090 in 2013 and the associated Administrative Operations Standards and Rules most recently adopted by Resolution No. 2014-23 provide a methodology for annual service rates and fees adjustments for solid waste management and collection; and

B. The City concurs with the documentation provided by Recology Ashland (Franchisee) that the service rates modification provisions of Ordinance No. 3090 and Resolution No. 2014-23 mandate the approval of a service rate increase of 5.8% based on the Consumer Price Index for All Urban Consumers, as determined by the U.S. Bureau of Labor Statistics.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Solid Waste Management Service rates and fees are hereby increased by 5.8% as detailed in the rate table attached hereto as "Exhibit A" and incorporated herein by this reference.

SECTION 2. Resolution No. 2022-08 is hereby repealed in its entirety.

SECTION 3. This resolution is effective April 1, 2023.

ADOPTED by the City Council this _____ day of _____, 2022.

ATTEST:

_____
Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2022.

_____
Tonya Graham, Mayor

Reviewed as to form:

Carmel S. Zahran, Assistant City Attorney

Recology
Ashland
WASTE ZERO

Sabrina Cotta, Deputy City Manager
City of Ashland
20 East Main Street
Ashland, OR 97520

February 17, 2023

Dear Sabrina:

Pursuant to Ashland Municipal Code 9.50.050, Section H.2, we are formally submitting our annual request for a CPI based rate increase of 5.8%, to be applied equally across all rate structures, except those noted below. This adjustment is based on the Consumer Price Index—All Urban Consumers—All Items—Pacific Division, West Region (CPI-U), published in January. A copy of the index, along with our accompanying financial statement and projections for 2022, is enclosed with this letter.

The CPI increase has an effective date April 1, 2023. This adjustment amounts to an increase of $1.32 (one dollar thirty-two cents) per month for the typical residential customer. The following haven't been adjusted and remain the same, consistent with prior years: Restart Fee, Cart re-delivery fee, Go Back fee and Recycle Center Surcharge

One housekeeping item that I'd like to make is a lowering of the charge associated with direct hauls to Dry Creek Landfill. These hauls are very rare and only come up typically for asbestos containing material or liquids. A CPI adjustment would have made this haul fee over $400 this year but further cost analysis indicates a lower rate of $297.00 is appropriate.

Please be aware this rate increase for Recology Ashland follows an 8.8% disposal rate increase implemented by Dry Creek Landfill in July 2022. Not only has Recology Ashland borne these additional costs since July, but also our efficiency has allowed us to utilize the CPI methodology in warranting this lower 5.8% increase for 2023.

Please let me know if you have any questions and I look forward to March 7 attendance when this will be on the Council agenda.

Sincerely,

Gary Blake, General Manager
Recology Ashland Inc.

ORDINANCE NO. 3090

AN ORDINANCE CREATING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT & COLLECTION WITHIN THE CITY OF ASHLAND AND REPEALING ORDINANCES 2829and 2582 RELATING TO PREVIOUS SOLID WASTE FRANCHISE AGREEMENTS AND TERMS

WHEREAS, Oregon Revised Statutes Chapter 459 grants the City the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to insure efficient and comprehensive materials waste management and collection services are available to all residents, businesses and organizations in the City

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

SECTION 1: Title. This ordinance shall be titled and referred to as the "Solid Waste Management Franchise Ordinance".

SECTION 2: Purpose. It is the policy and purpose of the City of Ashland to protect the health, safety and welfare of the citizens and physical environment of Ashland through the regulation of solid waste management. This regulation will:

a) Insure safe, economical, efficient and comprehensive solid waste management services (SWMS) as further defined in this Ordinance;

b) Assist the community in reaching and surpassing recycling and waste diversion rates of the Jackson County waste shed;

c) Insure fair and equitable service rates and charges across all customer classes to achieve safe and efficient collection, transportation and recover of solid waste, recyclables and compostable materials;

d) Meet or exceed all applicable Oregon Revised Statutes (ORS) 459 regulations relating to Solid Waste Management prescribed to local jurisdictions and their authorized franchisee; and

e) Insure consistent and responsive service and communication with citizens regarding solid waste management operations, education and requirements including waste prevention, product life cycle impacts, waste diversion opportunities, recycling best practices and standards and general waste shed stewardship.

SECTION 3: Scope. Services defined, regulated and authorized in this ordinance are applicable only within the city limits of the City of Ashland and all future urban growth boundary annexations occurring during the term of this ordinance.

SECTION 4: Definitions. Except where the context clearly indicates a different meaning, or where a term is defined below, definitions contained within ORS 459.005 at the time of adoption or as further amended in the future, and regulations promulgated under state law are applicable to this ordinance.

Administrative Operations Standards and Rules

All standards and rules approved by resolution of Council defining specific operating rules and procedures that support and insure compliance with this Ordinance.

Affiliated Company

Any company which shares expenses and/or revenues with the Franchisee with respect to the services under this Franchise and is: 1) the parent company (corporation, partnership or limited liability company) of Franchisee; or, 2) any subsidiary of such parent company; or, 3) any company of which thirty percent (30%) or more of the common stock or control is owned or controlled by Franchisee; or Franchisee's share holders; Examples of such shared costs include, but are not limited to: labor, equipment, vehicles, insurance, or administrative costs.

Allowable Expenses

Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the ratepayer as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the cost allocation methodology contained within this ordinance to the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise. Allowable expenses shall include but not be limited to the following:

a. The costs of complying with all laws, regulations or orders applicable to the obligations Franchisees under federal, state or local law, including this ordinance, as well as costs for financial reporting, accounting and regulatory processes associated with or required by this franchise or under law; as now or hereafter amended;
b. Disposal costs;
c. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits, as well as third party transportation costs;
d. Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;
e. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, to include container maintenance and repair costs;
f. Performance bonds and insurance in at least the amounts and coverage's required by the City;

g. All administrative and management costs and expenses reasonably allocated for the services required under this Franchise, including, but not limited to compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
h. Utilities;
i. Training, worker safety and employee development expenses;
j. Promotion and public education costs;
k. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of services under this Franchise over standardized economic useful lives of the various assets;
l. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
m. Interest expense, other than interest paid with respect to route or Franchise acquisition, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
n. All surcharges, taxes or fees, other than state or federal income taxes or franchise fees, which are imposed upon the Franchisee or levied by federal, state or local government in connection with Franchisee's provision of collection services under this Franchise;
o. Direct write-off charges for bad debts; and
p. Franchise fees assessed by the City.

Allowable expenses as defined above shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies on the West Coast of the United States.

Automated Collection System

A type of collection system that utilizes standardized roll carts and mechanically assisted collection equipment designed to minimize direct human handling of customer waste set out for collection.

Bulky Wastes

Large items of solid waste such as appliances, furniture large auto parts, trees, branches greater than four inches in diameter and 36 inches in length, stumps and other oversized wastes whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

City

The existing city limits and future annexations of the City of Ashland, OR.

City Council or Council

The City Council of the City of Ashland.

Commercial

Stores; offices, including manufacturing and industrial offices; restaurants; warehouses; schools; colleges, universities; hospitals; and other non-manufacturing entities; manufacturing entities, but not including multifamily or residential condominium complexes.

Container

A receptacle used to store solid waste or recyclable materials that is designed for on-site unloading into a closed-bodied collection vehicle in which the contents of the receptacle are mixed with the contents of other similar receptacles.

Construction and demolition debris

Used or discarded construction materials removed from a premise during construction, demolition or renovation of a structure.

Cost Allocation

The following allocation methodology shall be used to determine expenses attributable to services rendered for City of Ashland solid waste management services franchise operations.

1) Residential and commercial labor hours
   The Franchisee will perform two annual surveys to estimate the time spent in each jurisdiction by residential and commercial route. Total annual hours will be estimated by jurisdiction for residential and commercial routes based on the two annual surveys. The annual total hours will be used to allocate labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, and route costs by jurisdiction for residential and commercial services.

2) Debris box labor hours
   The Franchisee will estimate the average time spent per load by jurisdiction. This average will be applied to the actual annual load count by jurisdiction to calculate an annual total for each jurisdiction. The annual total hours will be used to allocate labor and benefits, fuel, oil, maintenance, vehicle and debris box leases, vehicle licenses, and route costs by jurisdiction for debris box.

3) Yardage
   Yardage by jurisdiction will be estimated by subscribed volumes for residential and commercial services and by box size for debris box service. This yardage will be used to allocate disposal costs by jurisdiction.

4) Residential and commercial weekly lifts
   The Franchisee will use two surveys to estimate the number of weekly services by jurisdiction. This measure will be used to allocate all other costs by jurisdiction.

5) Direct cost
   Franchise fees and other costs directly related to a specific jurisdiction will be applied to the appropriate jurisdiction.

Curbside/Roadside

A location within three (3) feet of public right-of-way. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet of said road or roads. For residences on "Flag Lots", private roads or driveways, "Curbside/Roadside" shall be the point where the private road or driveway intersects a City Road, Public Access Road, State Road or Federal Road.

Customer

Individuals, groups, businesses, corporations or other recognized entity receiving solid waste management services from the franchisee within the City of Ashland.

Customer Classification

List and definition of the different groupings utilized for rate making; i.e. residential, commercial, municipal, etc.

Depot

A facility for transferring containerized solid waste, recyclable materials or yard debris from one mode of transportation to another. The term also refers to a place for receiving source-separated recyclable materials.

Disabled Customer

A subscription customer in which all adult household members possess a DMV issued handicapped parking sticker/placard.

Disposal Site

Land and facilities used for the disposal, handling or transfer of, or resource recovery from solid wastes, including but not limited to dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, resource recovery facilities, incinerators for solid waste delivered by the public or by a solid waste collection service, composting plants and land and facilities previously used for solid waste disposal at a land disposal site; Disposal site does not include the following: a facility authorized by a permit issued under ORS 466.005 to 466.385 to store, treat or dispose of both hazardous waste and solid waste; a facility subject to permit requirements of ORS 468B.050 or 468B.053; a landfill site which is used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar non decomposable material, unless the site is used by the public either directly or through a solid waste collection service; or a site operated by a wrecker issued a certificate under ORS 822.110.

Drop Box

A single receptacle used to store solid waste or recyclable materials that is designed to be removed from the generator's site on the back of a roll-off truck for unloading at a disposal site, material recovery facility, or other storage or processing facility. The contents of the receptacle are not mixed with the contents of other similar receptacles until delivery to a Disposal Site.

Force majeure

Acts of god, fire, landslides, lightening, storms, floods, freezing, earthquakes, epidemics, volcanic eruptions, public riots, civil disturbances, acts of the public enemy, wars, blockades, embargoes, or acts of civil or military authority, breakage, explosions or accident to machines or other materials, pipelines or materials, governmental restraint, unavailability of a disposal site and any other event which could not with reasonable diligence be controlled or prevented by the party affected by the event.

Franchise

A contract with the City allowing the use of public right-of-way to collect and transport solid waste.

Franchisee

A person, persons, business or corporation who has been granted a franchise to operate within the City of Ashland pursuant to this Ordinance.

Generator

A person, who by virtue of ownership, management or control, is responsible for causing or allowing to be caused the creation of Solid Waste or Recyclable Materials..

Gross Revenue

"Gross Revenue" for any period shall mean:

1) Gross accrual-based billings by the Franchisee to customers for services provided under this Franchise;
2) The allocated gain on the sale of fixed assets, the depreciation or amortization from which, was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds or other reimbursements for any other expense that was an Allowable Expense under this Ordinance, and
3) The accrual-based proceeds from the sales of recycled material collected within the Franchise.

Hazardous Waste

Solid Waste or Waste that may, by itself or in combination with other waste, be explosive, poisonous, caustic or toxic, or otherwise dangerous or injurious to human, plant or animal life, as defined by ORS 466.005.

Household Hazardous Waste

Any discarded useless or unwanted chemical, material, substance, or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. Household hazardous waste includes, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products.

Infectious Waste

Infectious waste mean biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386

Multifamily

Any multi-dwelling building or group of buildings that (a) contain(s) five (5) or more dwelling units on a single lot, such as apartments, condominiums, and mobile home parks and (b) receives services on a per lot or per building basis, as opposed to a per unit basis. Multifamily complex also includes certified or licensed residential care housing, such as adult foster care homes, and group homes. Multifamily accounts are determined to be a residential waste stream.

Material Recovery

Any process of obtaining from solid waste, by pre-segregation or otherwise, materials that still have useful physical or chemical properties and can be reused or recycled for some purpose.

Material Recovery Facility

A solid waste management facility that separates or stores materials for the purposes of recycling from incoming, non-putrescible solid waste by using manual and/or mechanical methods. It also means a facility that primarily accepts previously separated recyclables.

Operating Margin

Gross revenues minus allowable expenses within a given period.

Organic Waste

Materials that can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. Examples include, but are not limited to, food waste, yard debris, contaminated paper, and putrescible materials that are generally a source of food for bacteria.

Putrescible Waste

Solid waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.

Receptacle

A can, cart, container, drop box, compactor or recycling bin or any other means of containment of Solid Waste or Waste or Recyclable Materials.

Recyclable Material, Recyclable, Recyclables

Material that has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and is separated from solid waste by the generator or at a material recovery facility.

Recycling

Any process by which waste materials are transformed into new products in such a manner that the original products may lose their identity.

Residence, Residential

Any dwelling unit where at least 50 percent of the use of the entire building is for home use.

Self-Haul

Collection and transportation of solid waste from a commercial, multifamily, or residential entity by the generator, owner or occupant of the property, rather than by a third party hired to perform this function.

Senior Discount Rate

A discounted collection rate provided to customers that meet the discounted utility rate provision of resolution 92-22 or future related amendments.

Solid Waste or Waste

The terms "solid waste" and "waste" are interchangeable. Solid waste shall include all putrescible and non-putrescible waste, including but not limited to, garbage; compost; organic waste; yard debris; brush and branches; land clearing debris; sewer sludge; residential, commercial and industrial building demolition or construction waste; discarded residential, commercial and industrial appliances, equipment and furniture; discarded, inoperable or abandoned vehicles or vehicle parts and vehicle tires; manure; feces; vegetable or animal solid and semi-solid waste and dead animals; and infectious waste. Waste shall mean useless, unwanted or discarded materials. The fact that materials, which would otherwise come within the definition of Solid Waste, may, from time to time, have value and thus be utilized shall not remove them from the definition. The terms Solid Waste or Waste do not include:

1) Recyclable materials or yard debris separated from solid waste and properly prepared for collection;
2) Hazardous wastes as defined in ORS 466.005;
3) Materials used for fertilizer or for other productive purposes on land in agricultural operations in the growing and harvesting of crops or the raising of fowl or animals;
4) Septic tank and cesspool pumping or chemical toilet waste;
5) Source separated, principal recyclable materials as defined in ORS 459A and the Rules promulgated there under and under this Ordinance, which have been purchased or exchanged for fair market value, unless the City declares a site of uncollected principal recyclable materials to be public nuisance;
6) Applications of industrial sludge or industrial waste by-products authorized through a Land Use Compatibility Statement or Management Plan approval and that have been applied to agricultural lands according to accepted agronomic practices or accepted method approved by the Land Use Compatibility Statement or Management Plan, but not to exceed 100 dry tons per acre annually; and
7) Stabilized municipal sewage sludge applied for accepted beneficial uses on land in agricultural, non-agricultural, or silvicultural operations. Sludge-derived products applied for beneficial uses on land in landscaping projects.

Solid Waste Management and Collection Services

Prevention, reduction, management of the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste; or recycling, reuse and material recovery from solid waste; and facilities necessary or convenient to such activities.

Source Separated Materials

Recyclable materials that have been separated by type of recyclable material and removed from the solid waste stream by the person who last used the recyclable materials.

Transfer Station

A fixed or mobile facility, other than a transportation vehicle, where solid waste is deposited temporarily after being removed from the site of generation but before being transported to a final disposal location.

Unallowable Expenses

Shall include the following:

1) All charitable and political contributions;
2) Fines and penalties, including without limitation judgments for violation of applicable laws, incurred by a licensee;
3) Payments for services provided by individuals related by blood or marriage or by affiliated companies to a licensee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
4) Accruals for future unknown regulatory changes;
5) Costs associated with purchase of other companies including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill and premiums on key-person life insurance policies;
6) Principal or interest payments on the acquisition of solid waste, recyclable materials and yard debris collection routes; the purchase of equipment and/or facilities to the extent that the price includes goodwill or a premium in excess of fair market value at the time of acquisition; State and federal income taxes;
7) Fees paid to a Franchisee's Board of Directors;
8) Attorney's fees and related expenses resulting from:
    a. Any judicial proceeding in which the city and a Franchisee are adverse parties, unless the Franchisee is the prevailing party;
    b. Any judicial proceeding in which a Franchisee is ruled to be liable due to willful misconduct or gross negligence or in violation of law or regulation, excluding judicial proceedings involving traffic accidents;
9) Operation of community access recycling depot not physically located or operated in conjunction with the Franchisee's transfer station
10) Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees
11) Any other expenses defined as "unallowable" and approved by mutual consent of the Franchisee and the council.

Utilization

The terms utilize, utilization, or utilization of Solid Waste or Waste shall mean productive use through recycling, reuse, salvage, resource recovery, energy recovery, or land filling for reclamation, habitation, or rehabilitation of land.

Waste Evaluation

An evaluation completed by the City or a Franchisee of a commercial entity's waste management practices, for the purpose of providing guidance to a multi-family or commercial customer on effective means to reduce waste, increase recycling, and purchase recycled products.

Yard Debris

Grass clippings, leaves, tree and shrub pruning of no greater than four (4) inches in diameter or similar yard and garden vegetation. Yard debris does not include such items as: dirt, sod, stumps, logs, tree and shrub pruning greater than four (4) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or nonputrescible material.

SECTION 5: Franchise Agreement.

5.1 Franchise Award

No person shall do business in the collection and transport of solid waste generated within the City without a current, valid City franchise. A Franchise to provide solid waste management and collection services, including recyclable materials and yard debris in the service area of the City shall be granted only after a determination of need for the service.

The determination of need is the responsibility of the City Council, which will seek the best balance of the following objectives:

1) To insure safe, efficient, economical, equitable and comprehensive solid waste service;
2) To avoid duplication of service that will cause inefficiency, excessive use of fuel, increased traffic, and greater wear on streets;
3) To provide service in areas of marginal return;
4) To promote and encourage recycling and resource recovery;
5) To improve the likelihood of the Franchise holder making a reasonable profit and thereby encourage investment in modern equipment;
6) To cooperate with other governmental bodies by recognizing their service arrangements; and
7) To otherwise provide for the service in a manner appropriate to the public interest.

5.2 Renewal of Franchises

In granting a franchise renewal, the Council may, in addition to the above, consider the following:

1) Volumes of solid waste collection and disposal;

2) (2) Volumes of recyclable materials and rate of participation in recycling;
3) Customer satisfaction, including but not limited to customer complaints;
4) Analysis of solid waste collection and recycling programs in other cities as compared to those of the City, including but not limited to program costs, funding mechanisms and overall rates of participation in recycling;
5) Franchisee performance of its obligations under the franchise, including a Franchisee's technical and financial capabilities;
6) Franchisee ability to provide evidence of required insurance; and
7) Franchisee responsiveness to customer or City complaints.

Franchises granted by the City shall be non-exclusive, however it is understood that during the term of franchises granted under this Ordinance, the City shall not grant any other person a franchise for Solid Waste Management Services unless there is a showing by the applicant of the need for such additional service in the proposed service area. As to such application(s) the existing Franchisee shall have first right of refusal to provide such services.

In evaluating whether a need exists for additional service, the City Council may consider, among any other criteria deemed relevant by the City Council, the following items:

1) An increase in the population of the City;
2) An extension of the boundaries of the City;
3) Intensive residential, commercial or industrial development within the boundaries of the City;
4) Changes in solid waste technology and/or recycling collection technology that could substantially improve collection service or reduce collection costs to residents of the City;
5) The effect that an additional franchise would have on each existing Franchisee's ability to meet the City's service standards and maintain a fair return on its investment;
6) Changes in federal or state laws, rules or regulations that substantially affect solid waste or recycling collection requirements.
7) The Franchisee cannot or will not perform or subcontract the proposed service.

This ordinance does not prohibit any person from self-hauling solid waste and/or recyclables. A generator may self-haul his or her own material, and a generator's contractor may haul materials that are generated as a direct result of the service-provider's activity. For example, landscapers, roofers, and remodelers may self-haul materials, but may not contract with third parties other than Franchisees for collection and transport.

5.3 Franchise Terms

A franchise to provide solid waste management and collection services shall be granted for a period of ten (10) years, beginning December 1, 2013 with subsequent seven year terms renewing annually, unless prior notice of request to terminate is submitted by either the City or the Franchisee a minimum of 90 days prior to the renewal date.

5.4 Franchise Fee

1) Annual Fee. In consideration of the rights and benefits of the terms of this franchise, Franchisee shall pay to the City each year during the life of this franchise beginning February 1, 2014 an annual fee derived from revenue received by that franchisee from Solid Waste Management and Collection Service boundaries of the City. The franchise fee shall be five percent (5%) of gross revenues.

2) Quarterly Payments. The franchise fee required in 7(a) above shall be paid quarterly, and shall be due and payable within thirty (30) days of the end of the calendar quarter. Accompanying the payments described above, Franchisee shall file with the City Administrator or designee, a statement showing the amount of the gross revenues received by that company within the City for the calendar quarter immediately preceding the calendar quarter in which such statement is filed. There will be a reconciliation of final gross revenues on the quarterly report ending September 30th of each year for the prior fiscal period, which is October 1st through September 30th.

3) Review of Records; Annual Audit. Franchisee shall make available for inspection, copying and review by the City Administrator or designee at any time during normal work hours all records in the Franchisees' possession that the City Administrator or designee deems relevant to verifying the accuracy of fees paid to the City, to regulating rates or to carrying out any responsibility that the Franchisees or the City has under this Ordinance.

   No more often than once during any twelve (12) month period, City may request an audit of the books, records and accounts of Franchisee by a certified public accountant or such other professional chosen by the City to verify accuracy of fees paid to the City, subject to the approval of the audited Franchisee; provided, however, that such approval shall not be unreasonably withheld. Franchisee agrees to have their books, records and accounts audited and further agree to pay for such auditing services. The report of the certified public accountant or other professional shall be conclusive and final. In the event such audit report discloses any difference of payment due either to the City or Franchisee through error or otherwise, such payment shall be due and payable within thirty (30) days of discovery or determination of the error. If payment is owed by the City to Franchisee, the City shall reimburse the Franchisee for payment for the portion of the services attributable to the audit of the Franchisee receiving such payment from the City.

   If payment is owed by Franchisee to the City, and the difference of payment due is more than the greater of five hundred dollars ($500) or two and one-half percent (2½ %) of the Franchisee franchise fee, or if the Franchisee is found to have violated any other term or condition of the franchise then, notwithstanding any other provision of this Section or the franchise, the City may request an additional audit during the next twelve (12) month period with all expenses of such additional audit paid by such Franchisee.

4) Late Payments; Interest. Should Franchisee fail or neglect, for thirty (30) days after any quarterly payment shall become due and payable, to make the quarterly payment, the City shall provide written notice of failure of payment to Franchisee. Upon notification of failure to pay, Franchisee will have thirty (30) days to remit payment to the City. If

Franchisee fails to pay within said thirty (30) day period, the City may charge interest retroactive to the due date, at a rate of nine percent (9%) per annum, and may at its option either continue the franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the franchise because of the failure to make payment, but without waiving its right to collect earned franchise payments and interest.

5.5 Franchise Administrative Operations Standards and Rules

The Solid waste management and collections franchisee will operate within operations standards set by resolution of Council. Standards and rules will be developed across all customer classifications including, but not limited to, the following:

Service Rates and Fees

a. Rate and fee schedule for all collection services, programs by customer classification

Collections

a. Regular, holiday and hazardous weather schedules
b. Procedures for missed, bulky waste, vacation hold, etc collections
c. Collection receptacle standards and requirements
d. Receptacle location requirements for pick-up
e. Private property access rights and limitations
f. Responsibilities of the customer
g. Vehicle minimum equipment, maintenance standards, identification/signage and standards

Customer Service & Communications

a. Billing standards and frequency
b. Billing/collection procedures for past due/non-pay accounts
c. Descriptions, objectives and targets for all services provided across all customer classifications
d. Solid waste related programs, education and event promotion
e. Complaint/dispute resolution procedures
f. Community Communications and outreach plan coordination with City outlining roles and responsibilities of City and Franchisee.

Reporting (in addition to Ordinance required reporting)

a. Efficiency analysis reports for routes, billing/collections, etc
b. Revenue and subscription volume reports by solid waste category (trash, recycle, yard waste) for various customer classifications (residential, and commercial,). Debris box volumes will be measured by dump and return and/or pull activities.
c. Customer counts and trends over time for residential and commercial customer classifications. Debris box load counts will be reported in lieu of debris box customer counts.

5.6 Subcontracting Services

A Franchisee may contract with another person to provide specific components of solid waste management and collection services within the Franchisee's service area with the written

approval of the City Administrator or designee, provided that the subcontract does not amount to a transfer of the collection franchise and the subcontracting party agrees to:

1) Abide by the conditions of this ordinance and associated resolutions; and
2) In written application to the City, show how they will meet the criteria applying to the current franchise

5.7 Transfer of Franchise

A proposed assignment or transfer of a Franchise must be requested by the Franchisee if the following occur, but shall not be limited to:

1) A sale, exchange or other transfer of 50% or more of Franchisee's assets dedicated to service in the City;
2) A sale, exchange, or other transfer of fifty percent (50%) or more of the outstanding common stock of a Franchisee;
3) Any reorganization, consolidation, merger, recapitalization, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Franchisee or any of its shareholders is a party which results in a change of ownership or control of fifty (50%) or more of the value or voting rights in the stock of the Franchisee; and
4) Any combination of the foregoing that has the effect of a transfer or change of ownership and control.

The Franchisee shall provide no less than 90 days' advance written notice to the City of any proposed transfer or assignment. Except as specifically authorized by the City, the Franchisee shall not assign any of its rights or delegate or otherwise transfer any of its obligations to any other person without the prior consent of the City Council. Any such assignment without the consent of City Council shall be void and any such attempted assignment shall constitute default and grounds for termination of the Franchise.

If a Franchisee requests the City's consent to transfer the Franchise, the City shall act on such request within sixty (60) days of the receipt of the Franchisee's written request together with all information, as set forth below, required for the City's action on the request. The City and Franchisee may consent in writing to additional time for the City to review and approve the consent to transfer the Franchise. The City shall not unreasonably refuse to consent to an assignment of the Franchise to a proposed assignee that has sufficient knowledge, experience, and financial resources so as to be able to meet, to the satisfaction of the City Council, in its sole discretion, all obligations of the Franchisee hereunder. An application to the City to consider a sale or other transfer of a Franchise shall include the following:

1) A nonrefundable application fee of two thousand dollars ($2,000) payable at the time of application to the City in advance to defray the City's anticipated expenses and costs resulting from the Franchisee's request;
2) Financial statements audited or reviewed by a Certified Public Accountant of the Proposed Assignee's operations for the three immediately preceding operating years together with any additional evidence of financial ability to perform its Franchise obligations; and

3) A showing that the proposed Assignee meets all City criteria for the grant of a Franchise as enumerated in this Ordinance.

5.8 Establishment and Modification of Service Rates and Fees

Except as set forth herein, the City Council may review and set rates on an annual basis by Council resolution that considers the following goals:

1) Rates shall be established to the greatest extent practicable on a cost of service basis based on the ordinance established cost allocation methodology.
2) Rates shall be adjusted annually by Council resolution equal to the percentage change in the January to January Consumer Price Index for All Urban Consumers (CPI-U) but not to exceed the twelve percent operating margin cap. The City Administrator or designee shall certify the CPI-U rate in writing to Franchisee by March 1 of each year to initiate the rate resolution.
3) Rates shall be adequate to provide an Operating Margin equal to ten percent (10%) of Franchise-wide Gross Revenues; however, the City shall not be required to change rates if the expected Operating Margin in the next future year falls between eight and twelve percent of Gross Revenues. The ten percent target return on Gross Revenues is considered sufficient to reflect the level of business risk assumed by the Franchisee, to allow investment in equipment, and to ensure quality collection service.

Accordingly, the City shall have the authority to commission audits, reviews, or analysis of Franchisee Annual Reports to validate submissions. The expected Operating Margin in a future year would incorporate expected inflation factors, and the effect of known or expected increases or decreases in expenses or revenues.

The rates charged by Franchisees shall conform to the most current Council resolution. Prior to implementation, the Council must approve any interim rate for services not included in the current resolution.

If the Franchisee notifies the City in writing that they believe a material change outside the Franchisees' control has occurred, and the change will have an adverse effect on operating margins, such that the next future year operating margins will be less than eight percent, a material change will be deemed to have occurred. At that time, the City may undertake any type of review it finds necessary to validate the existence of the material change and estimate its effect on the operating margin. If the results of the review are such that no rate adjustment is warranted, persons requesting the review shall reimburse the City for reasonable costs incurred during the investigation at the time the next payment of franchise fees is due.

If the City believes that a material change has occurred that will result in next future year operating margins falling under eight percent or over twelve percent, the City may undertake an abbreviated rate review at its own expense.

SECTION 6: Franchise Reporting Requirements.

6.1 Informational Reports

Each Franchisee shall provide the City Administrator or designee by the last day of each quarter for the previous quarter:

1) A quarterly report listing the quantities of solid waste, yard waste and recyclable materials by customer classification collected within the City during the previous calendar quarter, the locations to which these materials were delivered, the number of customer accounts, and other information requested by the City Administrator or designee and mutually agreed upon with Franchisee.
2) A quarterly report listing the names and addresses of multi-family and commercial customers that received waste evaluations during the reported quarter.
3) A summary of communication, marketing and educational outreach conducted by Franchisee during the reported quarter.

6.2 Quarterly Franchise Fee Reports

Franchisee shall complete and remit to the City a Quarterly Franchise Fee report not later than the last day of the month immediately following the end of the quarter.

At the time of payment of the quarterly Franchise Fees, the Franchisee shall file with the City Administrator or designee, a verified statement of quarterly gross revenues for the period covered by the tendered fee. Such statements shall be public records. Franchisee shall maintain books and records disclosing the gross receipts derived from business conducted within the City, which shall be open at reasonable times for audit by the City Administrator or designee.

Misrepresentation of gross revenue shall be deemed material and a breach of the Franchise contract and shall be cause to initiate the process to terminate the franchise.

6.3 Annual Franchise Reports

Franchisees shall report revenues and expenses (allowable and unallowable), in an income statement format, and provide a variety of information about customer counts, service levels, disposal volumes, and recycling activities for all customer classifications and for all programs identified in the Administrative Operations Standards and Rules resolution adopted by Council.

Franchisees shall report totals for all operations necessary to adequately verify compliance with the cost allocation methodology as defined in this for expenses that share significant operational, management, and administrative expenses with the City of Ashland Franchise. Resources allocated from regional or corporate offices or affiliates shall be distributed to appropriate expense line items, and shall also be disclosed in a schedule describing total allocations and their distribution to individual expense line items. All allocations from Affiliated Companies must be described and must be equal to or less than the fair market value of similar goods and services purchased from a non-affiliated company.

The report will also include a synopsis of the operating year, a description of the measures each franchisee has taken in the preceding year to make its operation more efficient, a listing of the efficiency measures which each Franchisee proposes to take in the next year, a composite table

showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the City Administrator or designee. The report shall also describe and quantify communication, outreach and educational activities as described in the Administrative Operations Standards and Rules resolution.

Franchisees may identify specific information submitted to the City in the Annual Report as confidential. The City shall treat any information marked "Confidential" as such, and shall not subject the confidential information to public disclosure except as required by law. If the City receives a request for disclosure of confidential information, the City Administrator or designee shall notify the Franchisee within a reasonable time after receiving the request so as to allow the Franchisee a reasonable opportunity to defend against the requested disclosure through appropriate legal process.

SECTION 7: Franchise Responsibilities and Requirements.

7.1 Access for Inspections and Delivery of Notices

Franchisees shall make all company premises, facilities and records related to their solid waste, recyclable materials and yard debris collection services (including, but not limited to: offices, storage areas, financial records, non-financial records, records pertaining to the origin of any solid waste collected by the Franchisee, receipts for sale or delivery of collected recyclable materials, customer lists, and all records related to vehicle maintenance and safety which are required under ODOT motor carrier requirements and regulations and ORS 767) available for inspection by the City Administrator or designee within 24 hours of notice by registered mail. Such inspections are only for purposes of enforcing this ordinance, and are restricted to normal business hours. During normal business hours, the Franchisee shall make all company premises and facility accessible to City employees for delivery of any written notices.

Collection vehicles must be accessible for inspection during the normal operating hours for collection, in addition to normal business hours. Where receptacles are stored in the public right-of-way or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials or Yard Debris with Solid Waste, the need for 24-hour notice does not apply to inspection of receptacles or vehicles.

7.2 Indemnification, Bond, and Insurance

A Franchisee shall pay, save harmless and indemnify the City from any loss, damage, penalty or claim against the City on account of or in connection with any activity of the Franchisee in the operation of the Franchisee's solid waste collection business including activity by any approved subcontractor providing solid waste management collections and services. If such suit shall be filed against the City either independently or jointly with the Franchisee or its subcontractor to recover for any claim or damages, the Franchisee upon notice to it by the City shall defend the City against the action, and in the event of a final judgment being obtained against the City, either independently or jointly with the Franchisee or its subcontractor, the Franchisee will pay said judgment and all costs and hold the City harmless there from.

Franchisee shall furnish a performance bond, in a form approved by the City Attorney, by an acceptable surety company in the amount of twenty-five thousand dollars ($25,000.00), but may,

in lieu of a bond, furnish an irrevocable letter of credit or assign a savings account or deposit in any federally insured financial institution in the amount of twenty-five thousand dollars ($25,000.00) on a form approved by the City Attorney. The Security shall guarantee faithful performance of all the obligations contained herein with the premium for such bond or cost of such assignment to be paid by the Franchisee furnishing the bond, letter of credit or making the assignment.

A Franchisee shall maintain commercial general liability insurance on an occurrence basis in such forms and with such companies as shall be approved by the City Attorney, which will cover the Franchisee's business operation, including each vehicle operated by it. The insurance coverage shall include not less than $1,000,000.00 for one person, nor less than $5, 000,000.00 for bodily injury due to each occurrence, and not less than $1,000,000.00 for damage to property due to each occurrence and coverage of at least $5, 000,000 in the aggregate per occurrence. All such insurance coverage shall provide a 30-day notice to the City Administrator or designee in the event of material alteration or cancellation of any coverage afforded in the policies prior to the date the material alteration or cancellation shall become effective. Copies of all policies required hereunder shall be furnished to and filed with the City Administrator or designee prior to the commencement of operations or the expiration of prior policies, as the case may be. The Franchisee shall furnish proof annually to the City Administrator or designee that the insurance remains in effect.

The provisions of this section, any bonds accepted by the City pursuant thereto, and any damage recovered by the City hereunder shall not be construed to excuse unfaithful performance by the Franchisee or limit the liability of the Franchisee under this ordinance or the Franchisee for damages, either to the full amount of the bond, or otherwise.

SECTION 8: Enforcement, Suspension, or Termination of Franchise.

8.1 Responsibility of City

Franchisees are subject to the exercise of the police power of the City and to such regulations as the City may provide by resolution, ordinance, rule or regulation.

8.2 Enforcement of Standards

The City Administrator or designee shall administer and enforce this ordinance and pursue remedies for non-compliance as laid out within this ordinance. The City Administrator or designee shall also administer and enforce Administrative Operations Standards and Rules as adopted by Council. These standards and rules shall be enforceable with penalties allowed in section 1.08 of the Ashland Municipal Code. Upon recommendation by the City Administrator or designee, the Council may declare a Franchisee who fails to abide by the rules to be in default.

8.3 Initiation of Enforcement Actions

In addition to enforcement under State law, the City may prosecute any infraction as defined in this Ordinance or the Rules issued hereunder, based on any information coming to the City, in Ashland Municipal Court. The burden of proof is on the City to prove an infraction by a preponderance of the evidence.

8.4 Penalties for Infractions

Each Franchise provision, including rules adopted hereunder, is subject to penalties as described in section 1.08 of the Ashland Municipal Code for each day from the initial citation of the offense that the offense continues to violate the terms of this ordinance or associated resolutions.

8.5 Termination of Franchise for Default

In addition to default for accrued penalties, upon recommendation by the City Administrator or designee, the City Council may terminate a Franchise for the Franchise holder's default in performing any material term or condition of the Franchise. An event of default also shall include, but not be limited to entry of a judgment against the Franchise holder for material misrepresentation or deceit committed against the City or a customer or entry of a judgment of conviction (including conviction on a plea of no contest) against the Franchise holder or any principal of same for a crime involving dishonesty.

Notice to a Franchisee of default shall be delivered to the Franchisee by certified mail requiring the Franchisee to show cause in a public hearing before the City Council at a place and time to be stated in the notice, but no earlier than 14 days from the date the notice is mailed, why the Franchise should not be terminated.

At the hearing the Franchisee shall demonstrate the measures it has taken or commenced to cure the default.

8.6 Service Interruption

Except for the right to refuse service for nonpayment or if Customer has attempted to improperly dispose of Hazardous Waste in violation of the City's Standards and Rules as set forth in this ordinance,, Franchisees shall not interrupt service unless:

1) Access, roads, streets and highways necessary for collection operations are unusable or unsafe and there are no alternative routes. Franchisees shall resume service within 24 hours after access is restored.
2) A Force Majeure event occurs.

Upon the occurrence of a Force Majeure event that prevents or impairs a Franchisee's ability to perform any of its Franchise obligations, the Franchisee shall:

1) Provide immediate notice, either verbal or written to the City Administrator or designee of the nature of the event and extent and anticipated duration of Franchisee's inability to perform any obligation under this Franchise. If verbal notice is given, then written notice must be delivered to the City within 24 hours of verbal notice;
2) Commence immediately to develop, in communication and cooperation with the City, an interim plan for the restoration of full performance; and
3) Take all such other reasonable actions requested by the City to assist the City in protecting the public health and safety and to restore service as soon as practicable.

Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Franchisee employees or directed at the

Franchisee is not an event of Force Majeure, and the Franchisee shall be obligated to continue to provide service notwithstanding the occurrence of any or all of events.

8.7 City's Right to Perform Service

Except as provided under Section 8.6, in the event that a Franchisee, for any reason whatsoever, fails, refuses or is unable to collect or transport any or all solid waste for a period of more than forty eight (48) hours, and if, as a result thereof, solid waste or recyclable materials should accumulate in the City to such an extent that the City finds that such accumulation endangers the public health, safety, or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to the Franchisee, to perform or cause to be performed collection services with its own or other personnel at the Franchisee's expense. This right shall be in addition to and not in lieu of any other remedy available to the City. If necessary, the City may take temporary possession of, and a Franchisee shall peacefully surrender, any or all the Franchisee's land, equipment, and other property used or useful in the collection of Solid Waste or Recyclable Materials until such time as the emergency is resolved. If such possession occurs, the City assumes all responsibility and liability for the equipment and land used to perform such temporary collection services.

8.8 Dispute Resolution with Customers

Upon receipt of any notice of dispute from a customer about any bill, charge, or service, the Franchisee shall thoroughly investigate the matter and promptly report the results of its investigation to the customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of the City's Standards and Rules, a Franchisee shall not refuse service to any customer during a time of dispute.

If the Franchisee is not able to resolve a dispute with the customer, the customer may contact the City Administrator or designee who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, the Franchisee or customer may then pursue the matter in any Court with jurisdiction.

8.9 Dispute Resolution with City

During all disputes arising under this Franchise, the City and Franchisee shall continue performance of their respective obligations under this Franchise unless and until the Franchisee is terminated for default, in which case the Franchisee's obligation to pay a franchise fee based on cash receipts generated from services provided under the Franchise during said dispute shall survive such termination.

In addition to and without waiving any rights and remedies under civil or common law, in the event of a dispute under this Franchise, the parties shall mutually agree to arbitration. Within fifteen (15) days after agreement to Arbitration has been reached, each party shall submit the name of its own arbitrator, selected from the American Arbitration Association, and the two arbitrators shall select a third arbitrator selected from such panel within 15 days, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge for the Circuit Court of the State of Oregon for Jackson County. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.

The decision of the arbitrators in the matter shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

SECTION 9. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 10. Repeal of Ordinances. Upon approval of this Ordinance, Ordinances 2582 and 2829 are hereby repealed in their entirety

SECTION 11. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" 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 1-3) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the 17 day of September, 2013, and duly PASSED and ADOPTED this 1 day of October, 2013.

Barbara M. Christensen

Barbara M. Christensen, City Recorder

SIGNED and APPROVED this 3 day of October, 2013.

Mike Morris, Council Chair

Reviewed as to form:

David H. Lohman, City Attorney

Exhibit "A"

Recology Ashland
City of Ashland Rates
Effective April 1, 2023 [CPI = 5.81%]

Residential Rates	April 1, 2023
32 Gallon Cart	$ 23.99
Add'l 32 Gallon Trash Cart	$ 27.34
32 Gallon Bear Cart	$ 30.21
64 Gallon Cart	$ 50.08
64 Gallon Bear Cart	$ 56.30
96 Gallon Cart	$ 76.16
32 Gallon Trash On-Call per Setout	$ 10.91
96 Gallon Green Waste Cart	$ 9.21
Additional Green Waste Cart	$ 2.62
32 Gallon Recycle Only Cart	$ 6.57
64 Gallon Recycle Only Cart	$ 6.57
96 Gallon Recycle Only Cart	$ 7.87
Recycling On-Call per Setout	$ 5.21
Additional Recycling Cart	$ 2.62
Not on Service 1st Can	$ 17.79
Additional No-Service Can	$ 7.91
Extra - 1 Can/Large Bag Each	$ 7.91
Extra - 1 Small Bag Each	$ 3.95
Extra Service - Green Waste Cart	$ 5.78

Go-in Rates	April 1, 2023
Off curb up to 40 Yards	$ 7.87
40 yards to 1/2 mile	$ 21.17
1/2 Mile to 1 Mile	$ 42.31
Beyond 1 Mile	$ 70.44

Recology Ashland
City of Ashland Rates
Effective April 1, 2023 [CPI = 5.81%]

Commercial Cart Rates	April 1, 2023
32 Gallon 1 x Week	$ 23.99
32 Gallon 2 x Week	$ 50.08
32 Gallon 3 x Week	$ 76.16
32 Gallon 4 x Week	$ 102.27
32 Gallon 5 x Week	$ 128.35
32 Gallon 6 x Week	$ 154.43
64 Gallon 1 x Week	$ 50.08
64 Gallon 2 x Week	$ 102.27
64 Gallon 3 x Week	$ 154.43
64 Gallon 4 x Week	$ 206.60
64 Gallon 5 x Week	$ 258.79
64 Gallon 6 x Week	$ 310.95
96 Gallon 1 x Week	$ 76.16
96 Gallon 2 x Week	$ 154.43
96 Gallon 3 x Week	$ 232.69
96 Gallon 4 x Week	$ 310.95
96 Gallon 5 x Week	$ 389.21
96 Gallon 6 x Week	$ 467.47
32 Gallon Commerical Organics Cart	$ 9.21
96 Gallon Green Waste Cart	$ 9.21
32 Gallon Recycle Only Cart 1 x Week	$ 6.57
32 Gallon Recycle Only Cart 2 x Week	$ 13.14
32 Gallon Recycle Only Cart 3 x Week	$ 19.71
64 Gallon Recycle Only Cart 1 x Week	$ 6.57
64 Gallon Recycle Only Cart 2 x Week	$ 13.14
64 Gallon Recycle Only Cart 3 x Week	$ 19.71
96 Gallon Recycle Only Cart 1 x Week	$ 7.87
96 Gallon Recycle Only Cart 2 x Week	$ 15.77
96 Gallon Recycle Only Cart 3 x Week	$ 23.65

Recology Ashland
City of Ashland Rates
Effective April 1, 2023 [CPI = 5.81%]

Container Rates	April 1, 2023
1 Yard 1 x Week	$ 131.25
1 Yard 2 x Week	$ 230.06
1 Yard 3 x Week	$ 329.67
1 Yard 4 x Week	$ 428.08
1 Yard 5 x Week	$ 526.28
1 Yard 6 x Week	$ 623.70
1.5 Yard 1 x Week	$ 171.29
1.5 Yard 2 x Week	$ 297.84
1.5 Yard 3 x Week	$ 425.39
1.5 Yard 4 x Week	$ 555.01
1.5 Yard 5 x Week	$ 677.24
1.5 Yard 6 x Week	$ 802.05
2 Yard 1 x Week	$ 213.92
2 Yard 2 x Week	$ 373.72
2 Yard 3 x Week	$ 553.88
2 Yard 4 x Week	$ 683.23
2 Yard 5 x Week	$ 838.49
2 Yard 6 x Week	$ 992.42
3 Yard 1 x Week	$ 292.22
3 Yard 2 x Week	$ 544.38
3 Yard 3 x Week	$ 714.74
3 Yard 4 x Week	$ 924.38
3 Yard 5 x Week	$ 1,133.62
3 Yard 6 x Week	$ 1,341.23
4 Yard 1 x Week	$ 372.50
4 Yard 2 x Week	$ 638.68
4 Yard 3 x Week	$ 906.89
4 Yard 4 x Week	$ 1,172.07
4 Yard 5 x Week	$ 1,436.73
4 Yard 6 x Week	$ 1,699.37
5 Yard 1 x Week	$ 455.30
5 Yard 2 x Week	$ 779.09
5 Yard 3 x Week	$ 1,105.41
5 Yard 4 x Week	$ 1,427.94
5 Yard 5 x Week	$ 1,749.82
5 Yard 6 x Week	$ 2,069.17
6 Yard 1 x Week	$ 541.23
6 Yard 2 x Week	$ 924.97
6 Yard 3 x Week	$ 1,311.86
6 Yard 4 x Week	$ 1,694.01
6 Yard 5 x Week	$ 2,075.38
6 Yard 6 x Week	$ 2,453.59

Extra Service 1 Yard Container	$ 43.82
Extra Service 1.5 Yard Container	$ 48.06
Extra Service 2 Yard Container	$ 60.65
Extra Service 3 Yard Container	$ 114.94
Extra Service 4 Yard Container	$ 153.26
Extra Service 5 Yard Container	$ 191.57
Extra Service 6 Yard Container	$ 229.61

2 - 96 Gallon Carts Equal to 1 Yard Container	$ 131.25
3 - 96 Gallon Carts Equal to 1.5 Yard Container	$ 171.29
4 - 96 Gallon Carts Equal to 2 Yard Container	$ 213.92

Recology Ashland
City of Ashland Rates
Effective April 1, 2023 [CPI = 5.81%]

Debris Box Rates	April 1, 2023
7 Yard per Load	$ 215.92
10 Yard per Load	$ 268.27
25 Yard per Load	$ 449.63
40 Yard per Load	$ 719.30
DB Haul Fee 10yd (non-trash)*	$ 148.35
DB Haul Fee 25yd (non-trash)*	$ 272.93
*fee may be reduced depending on value of commodity	
Daily Rent <1 Year	$ 18.43
Monthly Rent 10yd box (> 1 year)	$ 102.83
Monthly Rent 25yd box (> 1 year)	$ 137.11
DB Direct Haul to landfill - haul fee only. Disposal extra	$ 297.00

Compactor per Pickup Rates	April 1, 2023
1 Yard per Load	$ 42.54
2 Yard per Load	$ 85.06
3 Yard per Load	$ 127.58
4 Yard per Load	$ 170.11
8 Yard per Load	$ 340.20
15 Yard per Load	$ 509.76
20 Yard per Load	$ 629.96
25 Yard per Load	$ 750.19
30 Yard per Load	$ 870.45

Medical Waste Rates	April 1, 2023
1 Gallon Medical Waste	$ 30.22
2 Gallon Medical Waste	$ 36.79
15 Gallon Medical Waste	$ 39.42
34 Gallon Medical Waste	$ 72.29

Fees & Other Charges	April 1, 2023
Restart Fee (after suspend)	$ 15.00
Cart re-delivery fee	$ 20.00
Go Back Fee	$ 20.00
Bulky Item pickup first two items each (plus disposal)	$ 18.44
Bulky Item pickup greater than two items each (plus disp.)	$ 9.21
Standing Time Fee per minute	$ 2.97
Recycle Center Surcharge	$ 1.60

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0490SA0
Not Seasonally Adjusted
Series Title: All items in Pacific, all urban consumers, not
Area: Pacific
Item: All items
Base Period: DECEMBER 2017=100
Years: 2017 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017												100.000
2018	100.521	101.070	101.499	101.831	102.214	102.439	102.619	102.831	103.090	103.553	103.299	103.083
2019	103.401	103.727	104.100	104.967	105.336	105.347	105.397	105.382	105.701	106.238	106.048	105.744
2020	106.076	106.583	106.411	105.963	105.988	106.277	106.914	107.309	107.292	107.525	107.535	107.471
2021	107.680	108.262	108.947	109.951	110.731	111.751	112.297	112.489	112.710	113.530	114.103	114.454
2022	115.521	116.323	117.774	118.546	119.543	121.046	121.095	121.024	121.439	122.266	121.695	121.105

December to December Change 6.65

Percent Change 5.81%

RECOLOGY ASHLAND

Ashland City Council
March 7, 2023

Recology
WASTE ZERO

COMPARATIVE ANALYSIS

	Ashland / Talent	Medford / Phoenix
Residential 32-gal Cart*	$23.99	$24.49
Curbside Glass Collection	✓	✗
Renewable Diesel (R-99)	✓	✗
Employee Ownership	✓	✗

Recology
Ashland
WASTE ZERO

*rate effective 4/1/23

INITIATIVES

- Recycling Modernization Act (RMA)
- Community Solar at Valley View
- Artist in Residence partnership with SOU
- Mattress Recycling
- Adoption of Renewable Diesel (R-99) fuel

Recology
Ashland
WASTE ZERO

Council Business Meeting

March 7, 2023

Agenda Item	Ordinance 3216 Second Reading and Findings Adoption – Food Truck Amendments	
From	Brandon Goldman Derek Severson	Interim Community Development Director Senior Planner
Contact	Brandon.goldman@ashland.or.us (541) 552-2076 Derek.severson@ashland.or.us (541) 552-2040	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

The City Council is being asked to take action on second reading of an ordinance to amend the Ashland Land Use Ordinance to provide additional options for food trucks and food carts in a new section AMC 18.2.3.145 'Food Trucks and Food Carts.' In addition, the City Council is being asked to adopt written findings which describe the basis for amending the land use code. The City Council held a public hearing and approved first reading of these land use code amendments at the February 21, 2023 meeting.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Comprehensive Plan, Economic Element (Goal 7.07.03) *"To ensure that the local economy increases in its health, and diversifies in the number, type, and size of businesses consistent with the local social needs, public service capabilities, and the retention of a high quality environment."*

Ashland Comprehensive Plan, Economic Element (Goal 7.07.03, Policy 2.g) *"Clear and objective standards for development reviews that provide for a quick and predictable approval process with a reduced amount of uncertainty."*

BACKGROUND AND ADDITIONAL INFORMATION

Food vendors and space for outdoor eating have long been recognized among the defining elements for required plaza space in Ashland's design standards. They also serve as incubators for restauranteurs to make a more affordable entry into the business without a bricks-and-mortar investment, can help to enliven and activate under-utilized spaces, and during the pandemic they provided an affordable outdoor dining option in many communities.

Food trucks and food carts in Ashland are currently regulated as follows:

- **Short-Term Events (AMC 18.2.2.030.H):** Current codes provide for staff approval of short-term temporary uses occurring no more than once in a calendar year on a property and lasting not more than 72 hours. There are no public notice requirements for this type of review. This is the process used for the food trucks at the annual Chocolate Festival at the Ashland Hills Hotel and at exhibitions and shows at Enclave Studios & Galleries.

- **Accessory to an Existing Use:** Where food trucks are part of an event that is accessory to an existing, approved use they may occur without a separate permit. As an example, when the Earth Day celebration is held at ScienceWorks Hands On Museum each year, the Earth Day celebration including food trucks is accessory to the existing approved museum use.
- **Conditional Use Permit (AMC 18.5.4):** Where a proposal goes beyond the scope of a short-term event or being accessory to an existing use, food trucks as temporary, seasonal or intermittent uses require Conditional Use Permit approval. This process requires public notices and takes approximately 45 days unless an appeal is filed. This is the process used for the Water Street Café, the food truck court at the Growers Market at the corner of Walker Avenue and Ashland Street, at Northwest Nature Shop and on the OSF campus. The Conditional Use Permit process – which involves a $200 pre-application conference, a $1,120.25 application fee, and an extended process if appealed - can pose a barrier to entry to many food truck owners.

The Planning Commission discussed food trucks on June 28, 2022, and at its September 13, 2022 meeting the Planning Commission initiated an ordinance amendment as allowed in AMC 18.5.1.100 to look at ways to provide additional options for food truck operators interested in operating in Ashland. The Planning Commission subsequently discussed ordinance changes at meetings on September 13, September 27, October 25, and December 13, 2022. The draft ordinance presented tonight incorporates the recommendations of the Planning Commission, in ordinance form, and generally allows for food trucks and food carts as follows:

- **Short Term Event Permits (AMC 18.2.2.030.H):** The short-term events allowances have been left as is, but an additional subsection has been provided to specifically allow for food trucks on a private property on a short-term basis no more than once per month rather than only once per year.
- **Ministerial Permit:** The ministerial Food Truck Permit language proposed would allow up to three trucks or food carts in approved plaza spaces and private parking lots.
- **Site Design Review:** A food truck pod, with more than three trucks on a property, or the placement of food trucks other than on approved plaza space or parking areas would be subject to a Site Design Review approval. As with other Site Design Review applications, those within the historic districts would be subject to review by the Historic Preservation Advisory Committee.
- **Conditional Use Permit:** At the Planning Commission's direction, any proposed food truck or food cart operations within the downtown (C-1-D) district would remain subject to Conditional Use Permit approval, which would include review by the Historic Preservation Advisory Committee.

- **Residential Zones:** The various 'Allowed Uses' charts have been updated to make clear that food trucks are not to be allowed within any residential zoning districts.
- The proposed amendments do not include allowances for Food Trucks to be located in public parking spaces or in on-street parking areas outside of designated Special Events.

The City Council conducted a public hearing and approved first reading of the attached ordinance on February 21, 2023.

FISCAL IMPACTS

Permit fees will be set to cover costs for each type of permit review. Food truck and food cart operators will be required to obtain a City of Ashland business license and pay Food and Beverage Tax.

DISCUSSION QUESTIONS

This proposed ordinance was discussed during the Council public hearing conducted on February 21, 2023, and was approved as presented and forwarded to second reading by the City Council.

SUGGESTED NEXT STEPS

Staff concurs with the Planning Commission and recommends that the Council approve the proposed ordinance and adopt the attached written findings.

Motions for approval of second reading of the ordinance, and for approval of the findings document are detailed below:

1. **Motion for Approval of Ordinance**
   The attached ordinance in consistent with the Planning Commission recommendation.
   - I move to approve second reading of Ordinance 3217, which is titled, *"An Ordinance Amending the Ashland Land Use Ordinance to Provide Additional Options for Food Trucks and Food Carts by adding a new section AMC 18.2.3.145 'Food Trucks and Food Carts'; amending section 18.2.2.030.H 'Temporary Uses'; adding a new section AMC 18.3.3.045 'Special Permitted Uses'; amending the "Allowed Uses" Tables 18.2.2.030, 18.3.2.040, 18.3.4.040 & 18.3.5.050; and adding new definitions in AMC 18.6.1.030.F"*

2. **Motion for Approval of Findings of Fact**
   The attached findings document reflects the Planning Commission recommendation.
   - I move to approve the Findings of Fact and Conclusions of Law document dated March 7, 2023.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Ordinance #3216

Council Business Meeting

Attachment 2: Draft Written Findings

Planning Commission Meeting	Packet	Video	Minutes
June 28, 2022	2022-06-28_PC_Packet.pd	2022-06-28_PC_Video	2022-06-28-Minutes
September 13, 2022	2022-09-13_PC_Packet.pd	2022-09-13_PC_Video	2022-09-13-Minutes
September 27, 2022	2022-09-27_PC_Packet.pd	2022-09-27_PC_Video	2022-09-27-Minutes
October 25, 2022	2022-10-25_PC_Packet.pd	*No video available*	2022-10-2022-Minutes
December 13, 2022	2022-12-13_PC_Packet.pdf	2022-12-13_PC_Video	2022-12-13-Minutes
February 21, 2023	2023-0221 CC Packet	2023-0221 CC Video	*Minutes not yet available.*

ORDINANCE NO. 3216

AN ORDINANCE AMENDING THE ASHLAND LAND USE ORDIANCE TO PROVIDE ADDITIONAL OPTIONS FOR FOOD TRUCKS AND FOOD CARTS BY ADDING A NEW SECTION AMC 18.2.3.145 'FOOD TRUCKS AND FOOD CARTS'; AMENDING SECTION 18.2.2.030.H 'TEMPORARY USES'; ADDING A NEW SECTION AMC 18.3.3.045 'SPECIAL PERMITTED USES'; AMENDING THE ALLOWED USES TABLES 18.2.2.030, 18.3.2.040, 18.3.4.040 & 18.3.5.050; AND ADDING NEW DEFINITIONS IN AMC 18.6.1.030.F.

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:
Powers of the City The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

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

WHEREAS, food vendors and space for outdoor eating have long been recognized among the defining elements for required plaza space in Ashland's design standards, they also serve as incubators for restauranteurs to make a more affordable entry into the business without a bricks-and-mortar investment, can help to enliven and activate under-utilized spaces, and during the pandemic provided an affordable outdoor dining option in many communities.

WHEREAS, the City of Ashland Planning Commission considered the above-referenced recommended amendments to the Ashland Land Use Ordinance at a duly advertised public hearings on December 13, 2022, and following deliberations, recommended approval of the amendments by a vote of 5-0; and

WHEREAS, the City Council of the City of Ashland conducted duly advertised public hearings on the above-referenced amendments on February 21, 2023.; and

WHEREAS, the City Council of the City of Ashland, following the close of the public hearing and record, deliberated and conducted first and second readings approving adoption of the Ordinance in accordance with Article 10 of the Ashland City Charter.; and

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Municipal Code and Land Use Ordinance in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan and that such amendments are fully supported by the record of this proceeding.

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

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. Table 18.2.2.030 [Uses Allowed by Zone] of the Ashland Land Use Ordinance is hereby amended to include the following.

	R-1	R-1-3.5	R-2	R-3	RR	WR	C-1 & C-1-D	E-1	M-1	Special Use Standards
E. Commercial Uses										

Food Trucks & Food Carts	N	N	N	N	N	N	S	S	S	Sec. 18.2.3.145

SECTION 3. Section 18.2.2.030.H. [Temporary Uses] is hereby amended to read as follows:

18.2.2.030.H. Temporary Uses. Temporary uses require a conditional use permit under chapter 18.5.4, except as follows:

1. Short-Term Events. The Staff Advisor may approve through ministerial review short-term temporary uses occurring once in a calendar year and lasting not more than 72 hours including set-up and take-down. Activities such as races, parades, and festivals that occur on public property (e.g., street rights-of-way, parks, sidewalks, or other public grounds) require a special event permit pursuant to chapter 13.03.

2. Short-Term Food Truck Event. The Staff Advisor may approve through ministerial review the short-term temporary operation of a food truck occurring not more than once per month and lasting not more than 72 hours including set-up and take-down. In addition to the short-term food truck event permit, food truck vendors shall obtain a business license, register for and pay applicable food and beverage tax, and receive any requisite inspections from the Building and Fire Departments and the Jackson County Environmental Public Health Department. Short-term food truck events are not to be permitted in residential zones.

~~3~~**2**. Garage Sales. Garage sales shall have a duration of not more than two days and shall not occur more than twice within any 365-day period. Such activity shall not be accompanied by any off-premises advertisement. For the purpose of this chapter, garage sales meeting the requirements of this subsection shall not be considered a commercial activity.

~~4~~**3**. Temporary Buildings. Temporary occupancy of a manufactured housing unit or similar structure may be permitted for a period not to exceed 90 calendar days upon the granting of a permit by the Building Official. Such occupancy may only be allowed in conjunction with construction on the site. Said permit shall not be renewable within a six-month period beginning at the first date of issuance, except with approval of the Staff Advisor.

SECTION 4. Section 18.2.3.145 [Food Trucks and Food Carts] is hereby added to the Ashland Land Use Ordinance to read as follows:

Section AMC 18.2.3.145 Food Trucks and Food Carts.

Where food trucks and food carts are allowed they are subject to the following requirements.

A. **Within the Detail Site Review overlay zone as described in ALUO 18.4.2.040.C, outdoor eating areas and food vendors are among the required elements of the Detail Site Review Plaza Space Standards (ALUO 18.4.2.040.D.2). Where food trucks, food carts, and associated outdoor eating areas, can operate within**

existing approved plaza space without alteration of the existing site plan, a food vendor must obtain a ministerial Food Truck Permit but no further land use approval is required.

B. Within the C-1, CM-NC, CM-MU, CM-OE, CM-CI, E-1, HC, M-1, NM-C, and NN-1-3.5-C zones, food trucks and food carts may operate within existing private parking lots where there are at least five off-street parking spaces in place, the existing approval did not include mixed use or joint use parking credits, and no more than 20 percent of the required off-street parking spaces are proposed to be used by food trucks and food carts. Food truck, Food Cart, and associated accessory item placment shall not interfere with vehicular or pedestrian circulation on site. A food vendor must obtain a ministerial Food Truck Permit but no further land use approval is required.

C. Within the C-1-D zone, the operation of a food truck or food cart requires a Conditional Use Permit under chapter 18.5.4.

D. No more than three food trucks or food carts may be approved on a single property under a ministerial Food Truck Permit.

E. Food truck courts or pods, or the operation of food trucks and food carts on private property outside of existing parking areas or approved plaza space, require Site Design Review approval under chapter 18.5.2.

F. Short-term operation of a food truck or food cart outside of the parameters of A-B above may be permitted as a short-term event pursuant to AMC 18.2.2.030.H.2.

G. Ministerially-approved food trucks and food carts are not permitted to operate within public rights-of-way.

H. Food truck vendors shall obtain a business license, food truck permit, register for and pay applicable food and beverage tax, and receive any requisite inspections from the Building and Fire Departments and the Jackson County Environmental Public Health Department. Approved City and County permits shall be displayed on the food truck or food cart, and the food truck vendor is responsible for compliance with all permit requirements.

I. Utilities. Food Truck Vendors must provide their own water. Wastewater must be disposed of in an approved location. Connections to temporary power are permitted. If generators are used, they shall comply with the noise regulations in Chapter 9.08.

J. Signage. Signage shall be limited to any signage on the food truck or cart and one portable business sign (sandwich board or A-frame) which shall be removed when the food truck or cart is not in operation. Portable business signs shall not be placed within the public rights-of-way.

K. Trash and Recycling. Food truck vendors shall provide trash and recycling containers within ten feet of the truck or cart during operations, and any trash related to the food vendor within 50 feet not placed in the containers shall be removed by the vendor at the end of the day. Trash and recycling containers shall be removed from the premises when the food truck is not in operation.

L. Duration. A food truck shall not remain on a property for more than five consecutive days.

M. Polystyrene Foam. Food truck vendors shall be subject to the prohibition on the use of polystyrene foam food packaging in AMC 9.20.

SECTION 5. Table 18.3.2.040 [Croman Mill District Uses Allowed by Zone] of the Ashland Land Use Ordinance is hereby amended to include the following.

	Croman Mill District Zones[2]				
	NC	MU	OE	CI	OS
B. Commercial					
Food Trucks & Food Carts (Subject to the requirements of AMC 18.2.3.145)	S	S	S	S	N

SECTION 6. Table 18.3.4.040 [Normal Neighborhood District Uses Allowed by Zone] of the Ashland Land Use Ordinance is hereby amended to include the following.

	Normal Neighborhood District Zones[2]			
	NN-1-5	NN-1-3.5	NN-1-3.5-C	NN-2
B. Neighborhood Business and Service Uses				
Food Trucks & Food Carts (Subject to the requirements of AMC 18.2.3.145)	N	N	S	N

SECTION 7. Section 18.3.3.045 [Special Permitted Uses] is hereby added to the Ashland Land Use Ordinance to read as follows.

Section 18.3.3.045 Special Permitted Uses
The following uses are permitted when authorized in accordance with the special permitted uses standards detailed below.

A. **Food Trucks and Food Carts, subject to the requirements of AMC 18.2.3.145.**

SECTION 8. Table 18.3.5.050 [North Mountain Neighborhood Uses Allowed by Zone] of the Ashland Land Use Ordinance is hereby amended to include the following.

	North Mountain Neighborhood Zones[2]				
	NM-R-1-7.5	NM-R-1-5	NM-MF	NM-C	NM-Civic
C. Commercial					
Food Trucks & Food Carts (Subject to the requirements of AMC 18.2.3.145)	N	N	N	S	N

SECTION 9. Section 18.6.1.030.F [Definitions] of the Ashland Land Use Ordinance is hereby amended to include the following new definitions:

Food Cart. A push cart or mobile food unit which is designed to be readily movable, but is typically not self-propelled by motor or pedal power, and which is temporarily located on a property to sell food and beverages to the general public. The maximum size for a food cart is four-feet wide nine feet long and four feet high. Food carts must be self-contained and designed to be movable by one person.

Food Truck. A wheeled, motorized vehicle or trailer temporarily located on a property to sell food and beverages to the general public. A food truck typically contains cooking facilities where the food is also prepared. The exterior length and width of a food truck, when multiplied, shall be no more than 170 square feet, excluding the trailer tongue and bumper. Up to an additional 170 square feet is allowed for outdoor equipment.

Food Truck Court or Food Truck Pod. Four or more food trucks or food carts operating on the same property.

Food Truck Vendor. The operator who sells, cooks and serves food or beverages from a food truck or food cart.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of _____, 2023, and duly PASSED and ADOPTED this ____ day of _____, 2023.

ATTEST:

_____

Melissa Huhtala, City Recorder

SIGNED and APPROVED this ____ day of _____, 2023.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

BEFORE THE CITY COUNCIL
CITY OF ASHLAND, JACKSON COUNTY, OREGON

March 7, 2023

In the matter of amendments to the Ashland Municipal Code (AMC) Title 18 Land Use providing additional Options for food trucks and food carts by adding a new Section AMC 18.2.3.145 'Food Trucks and Food Carts'; Amending Section 18.2.2.030.H 'Temporary Uses'; Adding new Section 18.3.3.045 'Special Permitted Uses'; Amending the 'Allowed Uses' Tables 18.2.2.030, 18.3.2.040, 18.3.4.040 and 18.3.5.050; and adding new Definitions in AMC 18.6.1.030.F.	)	**FINDINGS OF FACT & CONCLUSIONS OF LAW**

PURPOSE:
The proposal includes amendments to AMC Title 18 Land Use providing additional options for the operation of food trucks and food carts in Ashland.

PUBLIC HEARINGS:
Notice was published in the Ashland News on December 2, 2022 prior to the Planning Commission public hearing, and on January 31, 2023 prior to the City Council public hearing. A public hearing was held at the Planning Commission on December 13, 2022 and at the City Council on February 21, 2023. Notice was also sent to the Department of Land Conservation and Development on September 19, 2022.

SUMMARY OF AMENDMENTS
The proposal includes the addition of two new section to the Ashland Land Use Ordinance (ALUO), the amendment of sections relating to Temporary Uses and Allowed Uses tables, and the addition of new definitions to provide additional options for the operation of food trucks and food carts in Ashland.

Food vendors and space for outdoor eating have long been recognized among the defining elements for required plaza space in Ashland's design standards. Food vendors in the form of food trucks and food carts also serve as incubators for restauranteurs to make a more affordable entry into the business without a bricks-and-mortar investment, can help to enliven and activate under-utilized spaces, and during the pandemic food trucks and food carts provided an affordable outdoor dining option in many communities. Prior to the proposed amendments here, food trucks and food carts in Ashland have been regulated as follows:

- **As Short-Term Events Under AMC 18.2.2.030.H:** Current codes provide for staff approval of short-term temporary uses occurring no more than once in a calendar year on a property and lasting not more than 72 hours. This is a ministerial permit with no public notice requirements.

- **As Accessory to an Existing Use:** Where food trucks are part of an event that is accessory to an existing, approved use they may occur without separate permitting, as where an annual Earth Day celebration is held at the ScienceWorks Hands On Children's Museum each year, the annual celebration including a food trucks court, is seen as accessory to the existing approved museum use and does not require separate permitting.
- **As a Conditional Use Permit Under AMC 18.5.4:** Where a proposal goes beyond the scope of a short-term event or being accessory to an existing use, food trucks proposed as temporary, seasonal or intermittent uses require Conditional Use Permit approval. This process requires public notices and takes approximately 45 days unless an appeal is filed. The Conditional Use Permit process – which involves a $200 pre-application conference, a $1,120.25 application fee, and an extended process if appealed - can pose a barrier to entry to potential food truck operators.

The Planning Commission initiated this ordinance amendment as allowed under AMC 18.5.1.100 to look at ways to provide additional options for food truck operators interested in operating in Ashland. The Planning Commission subsequently discussed ordinance changes at three meetings and conducted a public hearing on December 13, 2022. The City Council considered the ordinance recommended by the Planning Commission at a public hearing on February 21, 2023 and subsequently adopted the ordinance with the flowing allowances for food trucks and food carts:

- **Short Term Event Permits (AMC 18.2.2.030.H):** The short-term events allowances have been left as they previously existing in the code, however an additional subsection has been provided to specifically allow for food trucks on a private property on a short-term basis of no more than once per month rather than only once per year.
- **Ministerial Permit:** New 'Food Truck Permit' language proposed would allow up to three trucks or food carts in approved plaza spaces and private parking lots through a ministerial permit.
- **Site Design Review:** A food truck pod, with more than three trucks on a property, or the placement of food trucks other than on approved plaza space or parking areas would be subject to a Site Design Review approval. As with other Site Design Review applications, those within the historic districts would be subject to review by the Historic Preservation Advisory Committee.
- **Conditional Use Permit:** At the Planning Commission's direction, any proposed food truck or food cart operations within the downtown (C-1-D) district would remain subject to Conditional Use Permit approval, which would include review by the Historic Preservation Advisory Committee.

- **Residential Zones:** The various 'Allowed Uses' charts have been updated to make clear that food trucks are not to be allowed within any residential zoning districts.
- The proposed amendments do not include allowances for Food Trucks to be located in public parking spaces or in on-street parking areas outside of designated Special Events.

The City Council ultimately concurred with the Planning Commission that food trucks and food carts can serve as incubators for restauranteurs to make a more affordable entry into the business without a bricks-and-mortar investment which could help to diversify the local economy while also activating and enlivening under-utilized spaces. The Council found that the changes proposed here would provide "*Clear and objective standards for development reviews that provide for a quick and predictable approval process with a reduced amount of uncertainty*" as sought in Policy 2.g of Goal 7.07.03 of the Economic Element of the Ashland Comprehensive Plan.

REVIEW CRITERIA

The decision of the City Council together with the recommendation by the Planning Commission was based on consideration and findings of consistency with the following factors.

A. Consistency with City of Ashland approval criteria for legislative amendments, AMC 18.5.9.020.B
B. Consistency with City of Ashland Comprehensive Plan and Other City Policies
C. Consistency with Oregon Statewide Planning Goals

EVALUATION AND COUNCIL FINDINGS:

A. Consistency with City of Ashland approval criteria for legislative amendments and zoning map amendments, AMC 18.5.9.020.B

18.5.9.020 Applicability and Review Procedure

Applications for Plan Amendments and Zone Changes are as follows:

B. Type III. *It may be necessary from time to time to make legislative amendments in order to conform with the Comprehensive Plan or to meet other changes in circumstances or conditions. The Type III procedure applies to the creation, revision, or large-scale implementation of public policy requiring City Council approval and enactment of an ordinance; this includes adoption of regulations, zone changes for large areas, zone changes requiring comprehensive plan amendment, comprehensive plan map or text amendment, annexations (see chapter 18.5.8 for annexation information), and urban growth boundary amendments. The following planning actions shall be subject to the Type III procedure.*

1. *Zone changes or amendments to the Zoning Map or other official maps, except where minor amendments or corrections may be processed through the Type II procedure pursuant to subsection 18.5.9.020.A, above.*

2. *Comprehensive Plan changes, including text and map changes or changes to other official maps.*

3. *Land Use Ordinance amendments.*

4. *Urban Growth Boundary amendments. (Ord. 3195 § 5, amended, 12/01/2020)*

Finding: Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions. The City Council finds that with the economic downturn that followed the COVID-19 pandemic, food trucks and food carts can serve as incubators for restauranteurs to make a more affordable entry into the business without substantial bricks-and-mortar investments and can help to enliven and activate under-utilized spaces, thereby benefitting the local economy without creating permanent barriers to properties ultimately developing to their highest and best uses. The Council further finds that existing regulations could serve to discourage food trucks and food carts, while the proposed amendments seek to provide greater options for a quick and predictable approval process with a reduced amount of uncertainty. The City Council finds it is necessary to amend the land use ordinance in order to provide additional options for the operation of food trucks and food carts in Ashland.

B. Consistency with the Ashland Comprehensive Plan and other City Policies

The Ashland Comprehensive Plan includes a goal in its Economic Element to "*To ensure that the local economy increases in its health, and diversifies in the number, type, and size of businesses consistent with the local social needs, public service capabilities, and the retention of a high quality environment (Goal 7.07.03).*"

Finding: The proposed land use code amendments would encourage a greater diversity in the number, type and size of business consistent with the local social needs in providing additional options for small business owners wishing to operate food trucks and food carts in Ashland to benefit the health of the local economy.

The Ashland Comprehensive Plan includes a policy in its Economic Element that calls for "*Clear and objective standards for development reviews that provide for a quick and predictable approval process with a reduced amount of uncertainty (Goal 7.07.03, Policy 2.g).*"

Finding: Existing land use regulations limit food trucks and food carts to short term events which are limited to once per year on an individual property; to events which are accessory to established, approved uses; and otherwise require Conditional Use Permit approval, a discretionary land use approval which involves both time and uncertainty which can discourage potential applicants. The proposed land use code amendments provide additional options for the operation of food trucks and food carts which provide quick and predictable ministerial approval process with a reduced amount of uncertainty.

The City Council finds and determines that the proposed land use code amendments are consistent with the Comprehensive Plan and other aforementioned City documents and policies.

C. Consistency with Oregon Statewide Planning Goals

GOAL 1: CITIZEN INVOLVEMENT
To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: The City of Ashland meets this requirement by having the Planning Commission serve as the Committee on Citizen Involvement, as well as having various citizen commissions with opportunities for the public to testify on general or specific matters. The Planning Commission discussed the proposed code amendments at four public meetings and then conducted a public hearing on December 13, 2022. This hearing was held in a hybrid format, with options to participate both in person, via e-mailed testimony, or electronically via Zoom video-conferencing . Opportunities to provide written and oral testimony were available at all commission meetings and at the public hearing. The Planning Commission recommended approval of the attached ordinance. This Goal is met.

GOAL 2: LAND USE PLANNING
To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual bases for such decisions and actions.

Finding: The proposed land use code amendments have an adequate factual base, as has been thoroughly described through the application and hearing process. The implementation measures proposed are consistent with Comprehensive Plan polices as noted in these findings. The Goal is met.

GOAL 3: AGRICULATURAL LANDS
To preserve and maintain agricultural lands.

Finding: Not applicable because the proposal does not propose any land use regulation changes to agricultural lands outside of the Ashland Urban Growth Boundary (UGB).

GOAL 4: FOREST LANDS
To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Finding: Not applicable because the proposal does not propose any land use regulation changes to forest lands outside of the Ashland UGB.

GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES
To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: The proposed land use code amendments will not negatively impact inventoried Goal 5 resources.

The primary change here would be to create a ministerial permitting process for the operation of food trucks and food carts within existing, approved plaza spaces requiring no physical alteration to the site or within existing, approved parking lots where the truck or cart would not remain in place for more than five consecutive days. Ashland's Physical and Environmental Constraints Review procedures in AMC 18.3.10 and Water Resource Protections Zones Ordinance in AMC 18.3.11 are not proposed to be modified and would remain in place to protect natural resources from negative impacts.

Existing procedures requiring Conditional Use Permit approval, with review by the Historic Preservation Advisory Committee, would be retained for any proposed food truck or food cart operations within the historic downtown's C-1-D zoning district. Similarly, proposals involving food truck pods, with more than three trucks on a property, or the placement of food trucks other than on approved plaza space or parking areas would be subject to Site Design Review approval. As with other Site Design Review applications, those within the historic districts would be subject to review by the Historic Preservation Advisory Committee. The Goal is met.

GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY
To maintain and improve the quality of the air, water and land resources of the state.

Finding: The City of Ashland has an acknowledged Comprehensive Plan that complies with this goal. This proposal does not modify the existing goals and policies, and does not negatively impact Goal 6. This Goal is met.

GOAL 7: AREAS SUBJECT TO NATURAL HAZARDS
To protect people and property from natural hazards.

Finding: The City of Ashland has an acknowledged Comprehensive Plan that complies with this goal. This proposal does not modify the existing goals and policies, and the proposed additional options for the operation of food trucks and food carts in Ashland does not negatively impact Goal 7.

AMC 18.3.10 'Physical and Environmental Constraints Overlay' regulates the development of flood plain corridor lands, hillside lands, hillside lands with severe constraints, and wildfire lands. The standards applying to the aforementioned natural hazard areas follow the same provisions for any proposed development, and the proposal will not alter the applicability of the city's Physical and Environmental Constraints

Overlay regulations or the protection from natural hazards they were implemented to provide.

Generally, there are few commercially zoned areas subject to these regulations, and the primary change proposed here would create a ministerial permitting process for the operation of food trucks and food carts within existing, approved plaza spaces requiring no physical alteration to the site or within existing, approved parking lots where the truck or cart would not remain in place for more than five consecutive days. In both cases, the proposed changes seek to provide greater options to operate food trucks and food carts in already developed areas where there would be no additional impacts to physically-constrained areas, and thus no change in existing protection from natural hazards for people or property. This Goal is met.

GOAL 8: RECREATIONAL NEEDS
To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: The City of Ashland has an acknowledged Comprehensive Plan that complies with this goal and the proposal does not modify the existing goals and policies related to Goal 7 and recreational needs. This Goal is met.

GOAL 9: ECONOMIC DEVELOPMENT
To provide adequate opportunities throughout the state for a variety of economic activities vital to health, welfare, and prosperity of Oregon's citizens.

Finding:
With the economic downturn that followed the COVID-19 pandemic, food trucks and food carts can serve as incubators for restauranteurs to make a more affordable entry into the business without substantial bricks-and-mortar investments and can help to enliven and activate under-utilized spaces, thereby benefitting the local economy without creating permanent barriers to properties ultimately developing to their highest and best uses. While existing regulations could serve to limit opportunities and discourage food truck and food cart operators, the proposed amendments seek to provide greater options for a quick and predictable approval process with a reduced amount of uncertainty.

The proposal does not modify the existing goals and polices related to Goal 9 and economic development, but rather seeks to provide additional opportunities for the operation of food trucks and food carts in Ashland by providing greater options for a quick and predictable approval process with a reduced amount of uncertainty. This Goal is met.

GOAL 10: HOUSING
To provide for the housing needs of citizens of the state.

Finding: The City of Ashland has an acknowledged Comprehensive Plan that complies

with this goal and the proposal does not modify the existing goals and policies related to Goal 10 and housing needs, or apply to residentially-zoned property. This Goal is met.

GOAL 11: PUBLIC FACILITIES AND SERVICES
To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The City of Ashland has master plans in place for water, wastewater and stormwater that address projected population growth and development in the Ashland city limits and UGB. The Water Master Plan was completed in 2020 and projects and plans for an adequate water supply for a 20-year planning period. The Wastewater Master Plan was completed in 2012 and projects and plans for an adequate water supply for a 20-year planning period. The Stormwater and Drainage Master Plan was completed in 2020 and projects and plans for an adequate water supply for a 20-year planning period. This Goal is met.

GOAL 12: TRANSPORTATION
To provide and encourage a safe, convenient and economic transportation system.

Finding: The City of Ashland adopted a Transportation System Plan (TSP) in 2013 which has gone through the post acknowledgement amendment process. The transportation system is planned to accommodate the population growth and development of the community for the 20-year planning period.

The City of Ashland has not evaluated the impacts of the proposed additional options for the operation of food trucks and food carts on the transportation system. The amendments are not site-specific and therefore do not affect the functional classification of any street. The amendments allowing ministerial permitting of food trucks or food carts within existing, approved parking lots or existing, approved plaza space where food vendors and outdoor dining are already among the required plaza space elements will have no measurable impacts on the amount of traffic on the existing transportation system, as they are limited to allowing the commercial use of lands already zoned, approved and developed for commercial use, and therefore the amendments do not cause a "significant effect" under ORS 660-012-0060. For food trucks and food carts proposed on private property which will be subject to Site Design Review or Conditional Use Permit approval, individual traffic impact analyses would be required where triggered by the specifics of the individual proposal. This Goal is met.

GOAL 13: ENERGY CONSERVATION
To conserve energy.

Finding: The City of Ashland has an acknowledged Comprehensive Plan that complies with this goal and the proposal does not modify the existing goals and policies related to Goal 13 and energy conservation. This Goal is met.

GOAL 14: URBANZIATION
To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding: The proposed land use code amendments do not include changes to the Ashland urban growth boundary, and do not encourage sprawl, lower than targeted densities or uncoordinated development. The amendments proposed are limited to allowing additional options for the operation of food trucks and food carts in Ashland. The management of the City's land use inventories is unaffected by these amendments. This Goal is met.

Based on the above discussion, the proposed amendments to the Ashland Land Use Ordinance are consistent with the statewide planning goals and therefore comply with the requirement that the amendments be consistent with state land use planning law.

Because the amendments are limited in scope, there are no other Administrative Rules applicable to this amendment. Likewise, there are no other applicable Oregon Revised Statutes that are criteria applicable to these amendments. (Note: *Consistency with the Transportation Planning Rule (TPR) is discussed further in this document.*)

OVERALL COUNCIL CONCLUSIONS

The City Council finds and determines the approval criteria for this decision have been fully met, based on the detailed findings set forth herein, the detailed findings and analysis of the Planning Commission, and supporting documents together with all staff reports, addenda and supporting materials in the whole record.

Specifically, the Council finds that the proposed land use code amendments are consistent with City of Ashland approval criteria for land use ordinance and zoning map amendments as set forth in ALUO 18.5.9.020.B and are consistent with the City of Ashland Comprehensive Plan and other City policies. The Council finds and determines that the proposed amendments are consistent with the Oregon Statewide Planning Goals.

Accordingly, based on the above Findings of Fact and Conclusions of Law, and based upon the evidence in the whole record, the City Council hereby APPROVES the ADOPTION of the following amendments to AMC Title 18 Land Use as reflected in the attached ordinance.

Ashland City Council Approval

_____ _____

City Council Approval Date

Signature authorized and approved by the full Council this 7th day of March, 2023.

Attest:

_____ _____

Melissa Huhtala, City Recorder Date

Approved as to form:

_____ _____

Douglas McGeary, City Attorney Date

Request for Early Learning Ad Hoc Committee

Challenge Statement

The current inventory of pre-school seats is not adequate to meet the demand of Ashland families as evidenced by waitlists in excess of 6 to 12 months. Limited early learning opportunities in Ashland are directly related to the following:

1. Program closures,
2. Reduced seats due to relocation, and
3. Increasing staffing challenges, consistent with national job market trends, resulting in fewer pre-school options for families.

These challenges result in subsequent concern for future enrolment in Ashland School District, kindergarten readiness, socialization opportunities for our children, a continuation of the worker shortage due to lack of childcare and impacts to the economic vitality of Ashland as a whole.

The Economic Round Table discussion held on March 6, 2023 further highlighted the need for early learning options in our community. Many stakeholders communicate strong support for affordable early learning and childcare programs. Specifically, such support focused on the need for early learning to attract and sustain working families in Ashland, and as a key service required to sustain and grow our economy.

Request:

- Convene an Ad Hoc Committee comprised of the City of Ashland, ASD, and local partners to respond to our mutually recognized need for early learning access in Ashland, and the Rogue Valley.

- Develop a charge that explores tangible actions we can take, as economic partners, in support working families, our economic development, and most importantly, our children.

- Respond to the conversation on March 6th with action.

Past Policy Analysis

The advent of the Covid-19 pandemic highlighted the critical nature of quality, reliable, affordable early learning, and childcare options for working families in Ashland, across the state of Oregon and nationally.

State Level Policy

Insufficient slots for childcare and early learning opportunities were a serious challenge in Oregon Prior to the Covid-19 outbreak in March of 2020[1]. The prevalence of inadequate childcare supply across Oregon was exceptionally high with a blended rate of 72% of communities lacking necessary care options[2]. This translates to only enough early learning and childcare options to support one third of the total need. When studying more detailed data, 85% of communities lacked a satisfactory number of slots for infant and toddlers while 61% of communities required additional preschool options[2]. According to conversations with Oregon Community Foundation, Ashland and he Southern Rogue Valley are considered childcare deserts.

Addressing the challenges of childcare and preschool options in a community must not be considered a micro issue specific to an individual household. When such challenges endure, they transform into economic development and operational problems for businesses and local economies. Staffing paradigms suffer and directly impact the viability of businesses as well as the local economies these businesses comprise. The Census Household Pulse Survey for October 2021 found, in Oregon, over 88,000 eligible workers reported difficulty with childcare as the main reason for opting to stay home and not participate in the workforce[3].

Local Policy

Local to Ashland, preschool is not the direct responsibility of city government or the local school district. Traditionally preschool and childcare needs are met through a patchwork of private and non-profit providers of varying size, philosophy, and licensure status. Programs with ten or fewer students in a home environment are not required to be licensed and comprise a significant segment of the preschool slots available to Ashland residents. This patchwork model is not unique to Ashland, nor the state of Oregon. Preschool and childcare are predominantly delivered via a private market, characterized by a fee for service payment structure, that annually approaches the cost of a years' college tuition. According to the 2020 Oregon Child Care Market Price Study a year of fulltime preschool is approximately $14,400 annually, $1,200 per month. The same study cites fulltime infant and toddler care at approximately $19,200 annually, $1,600 per month[4].

To further compound the challenge for childcare providers, many report absorbing the cost of Covid-19 protocols. This increases the strain on existing programs especially with fewer paying clients[5].

Finally, the City of Ashland, and the Ashland School District before the city, leased the Briscoe School to the Oregon Childhood Development Coalition (OCDC). OCDC operates preschool and childcare opportunities specifically designed to serve Southern Oregon's migrant worker families. The City of Ashland's policy related to the OCDC program is strictly as that of tenant/ landlord and does not constitute a formal policy endorsement of early learning solutions for Ashland working families.

Footnotes:

1. https://www.qualityinfo.org/-/oregon-s-child-care-industry
2. https://health.oregonstate.edu/early-learners/research/supply-and-demand-oregon-young-children
3. https://www.census.gov/programs-surveys/household-pulse-survey/data.html
4. https://www.oregon.gov/dhs/ASSISTANCE/CHILD-CARE/Documents/CCMR%202020%20Report.pdf
5. https://www.ijpr.org/education/2021-12-09/oregon-child-care-industry-grapples-with-funding-delays-staffing-shortages

Speaker Request Form

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

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

Tonight's Meeting Date 3/15/23

Name Susan Hall

Address (no P.O. Box) [redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) 715H WAY home damage due to the sewage disaster on 10/30/22.

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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

Written Comments/Challenge:_____

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

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