ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, February 21, 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 (Limited In-Person Social Distancing Seating and 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.

5:30 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)

6:00 PM Regular Business Meeting*

I. **CALL TO ORDER**
   1. Land Acknowledgement**

II. **PLEDGE OF ALLEGIANCE**
III. **ROLL CALL**
IV. **MAYOR'S ANNOUNCEMENTS**
   1. Black History Month Proclamation

V. **APPROVAL OF MINUTES *****
   1. Minutes of the January 17, 2023 Business Meeting
   2. Minutes of the February 6, 2023 Study Session

VI. **SPECIAL PRESENTATIONS**
VII. **CITY MANAGER REPORT**
VIII. **PUBLIC FORUM** (15 minutes)
IX. **CONSENT AGENDA**
   1. Standing Advisory Committee Appointments
      - Housing and Human Services Advisory Committee
      - Climate and Environment Policy Advisory Committee

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

1. City Council Election to fill Councilor Positions #2 and #3 Vacancies

XII. **NEW BUSINESS - RESOLUTIONS AND CONTRACTS**

1. Chair of Council Election by the City Council
2. 2021-2023 BN Supplemental Budget Resolution
3. Acceptance of Public Arts Mural on Elks Building at 247 E. Main St.
4. Contract with Cornforth Consultants for Federal Energy Regulatory Commission (FERC) Comprehensive Assessment (CA) of Hosler Dam
5. Contract with The Freshwater Trust for a Flow Augmentation Feasibility Study of Cold-Water Releases from Reeder Reservoir
6. Contract-Specific Special Procurement for Self-Contained Breathing Apparatus (SCBA) for Ashland Fire & Rescue

XIII. ORDINANCES

1. Second Reading & Findings Adoption for Ordinance 3217 - Middle Housing Land Division Ordinance
2. Public Hearing and First Reading of Ordinance 3216 – Food Truck Amendment

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

III. **ADJOURNMENT OF BUSINESS MEETING**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Manager's office at (541) 488-6002 (TTY phone number 1-800-735-2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

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

** **LAND ACKNOWLEDGEMENT**

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

***Agendas and minutes for City of Ashland's Boards and Commissions meetings may be found at the City's website, https://www.ashland.or.us/Agendas.asp . Use the View By box to select the Board or Commission information you are seeking.

CITY OF ASHLAND
Better Together

A PROCLAMATION IN HONOR OF BLACK HISTORY MONTH 2023

WHEREAS, Black History Month, first proposed by scholar Carter G Wilson in 1926, seeks to rightfully center the role of Black Americans in our national narrative; and
WHEREAS, this year's theme, 'Black Resistance' shines a light on the countless ways that Black Americans have resisted historic and ongoing racial discrimination and mistreatment throughout hundreds of years; and
WHEREAS, Black Americans have consistently pushed the United States to live up to its ideal of freedom, liberty, and justice for all; and
WHEREAS, the Black community established cultural centers, medical clinics, labor unions, media outlets, financial and educational institutions to resist inequality and to advocate for themselves; and
WHEREAS, Black Colleges and Universities emerged not only as spaces for the development of activists, artists, business owners, educators and other professionals but were also at the forefront of the Civil Rights Movement, Black Power and social justice movements; and
WHEREAS, Black faith institutions have served as spaces where Black communities met to organize resistance efforts and support the fight for civil, social, and human rights; and
WHEREAS, African American spirituals, gospel, folk music, hip-hop and rap have been used to express struggle, hope and solidarity in the face of racial oppressions; and
WHEREAS, Black Athletes have used sports as a platform to advocate for social justice and political agendas, resisting immense pressure against speaking out about political, cultural, or social issues; and
WHEREAS, by resisting, Black people have helped this country embody its democratic values, achieved triumphs, successes, and progress as seen in increased political representation at all levels of government, desegregation of educational institutions, the passage of the Civil Rights Act of 1964, the Voting Rights Act of 1965; and
WHEREAS, Black resistance strategies have served as a model for social movements in our country and the legacy and importance of these actions cannot be understated; and
WHEREAS, despite these accomplishments, systemic racism persists in the United States, generating continued Black Resistance that calls for lasting institutional and societal change; and
WHEREAS, we encourage all people to recognize and confront these issues at every opportunity and to bridge barriers with fearlessness and determination to fight against racism and bigotry; and
WHEREAS, this month we celebrate and affirm those who have sacrificed, yet also accomplished much, in the struggle for justice and equality through Black Resistance.

NOW, THEREFORE, I, Tanya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim the month of February 2023 as Black History Month and call upon the people of Ashland to observe this month with appropriate reflection and learning and to continue our efforts to create a more just and equitable community. In Ashland we are Better Together.

Dated this 21st day of February 2023

Tonya Graham, Mayor

Melissa Huhtala, City Recorder

Better Together

ASHLAND CITY COUNCIL
BUSINESS MEETING
DRAFT MINUTES
Tuesday, January 17, 2023
Council Chambers, 1175 E. Main Street

I. CALL TO ORDER

Council Chair Tonya Graham called the meeting to order at 6:00 p.m.

1. Land Acknowledgement**

Councilor Hansen read the land acknowledgement.

2. PLEDGE OF ALLEGIANCE

Councilor Hyatt led the pledge of allegiance.

3. ROLL CALL

Councilor Hyatt, Graham, Kaplan, DuQuenne, Hansen were present. Mayor Akins and Councilor Moran were absent.

4. MAYOR'S ANNOUNCEMENTS

1. Special Called Townhall Meeting Update
   - Date change to Monday, Jan. 30, 2022, 5:30 PM-8:30 PM, Ashland Armory
   - Mayor's State of the City Address
2. City Council Liaison Appointments

V. APPROVAL OF MINUTES ***

1. Minutes of the December 6, 2022, Business Meeting

Councilor Hyatt/DuQuenne moved to approve the Minutes of December 6, 2022, with a correction on page 2 of 8, regarding the Winter Shelter, changing $100,00, to $100,000.00. Voice Vote: ALL AYES. Motion passed unanimously.

VI. SPECIAL PRESENTATIONS

1. Severe Weather Emergency Shelter Next Steps

City Manager gave a Staff Report.

Councilor Hyatt/DuQuenne moved to direct Staff to review the shelter strategy based on Housing and Human Services Commission recommendation ensuring the solution meets the needs for winter, summer, and smoke shelter goals across the continuum of guests both low barrier families and children with a plan for long-term care for facilities and programs.

Discussion: Hyatt spoke in support of the motion stressing the need to have a plan. DuQuenne spoke wanting integrated living and not have a red line situation where everything was located in

one area in Ashland. **Roll Call Vote: Hyatt, DuQuenne, Kaplan, Hansen, and Graham, YES. Motion passed unanimously.**

7. **CITY MANAGER REPORT**

City Manager Joe Lessard provided the manager's report.

Council moved the Chair of the City Council Election, City Council Liaison Roles and Appointments, and the Citizens Budget Committee Appointments to the February 7, 2023 meeting. They also moved the Climate-Friendly Equitable Communities presentation from February 7, 2023, to a special meeting for a study session on Wednesday, February 22, 2023.

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

Miriam Reed-Ashland-Spoke against wireless cell towers, and the use of cobalt being mined by slaves in The Congo.

Paul Mozina-Ashland-Spoke against the cell tower going in on Highway 99.

Jeff Sharpe-Ashland-Spoke on the packet he sent Council earlier.

CONSENT AGENDA

1. Approval of a Liquor License from Mas Southern Oregon LLC

Hyatt/DuQuenne moved to approve the consent agenda. Roll Call Vote: Hyatt, Graham, Councilor Kaplan, DuQuenne and Hansen, YES. Motion passed unanimously.

9. **PUBLIC HEARINGS**
    1. Public Hearing and First Reading of Ordinance 3217 - Middle Housing Land Division Ordinance

Interim Community Development Director Brandon Goldman and Senior Planner Derek Severson provided background and gave a presentation ***(see attached).*** Items discussed were:

- House Bill 2001
- House Bill #2001 Code Changes
- Senate Bill 458
- Legislative Timeline
- SB 458 Middle housing Land Divisions (MHLD)
- Expedited Land Divisions
- Included in the Ordinance
- Street Frontage Improvements
- Any Questions

Council discussed options. Goldman explained the approval process.

Council discussed the fiscal impacts.

Graham opened the Public Hearing at 7:43 PM

Public Testimony - None

Graham closed the public hearing at 7:43 PM

Hyatt/Hansen moved to approve of first reading of Ordinance 3217 and schedule second reading and adoption of written findings for February 7, 2023.

DISCUSSION: Hyatt spoke explaining HB 458, she spoke that we need in terms of this body to strike a balance between rental and middle housing availability. She explained that SB 458 allows that and explained how it protects rental units. She spoke in support of the motion. Lessard explained that this item for 2nd Reading is scheduled for February 21, 2023.

Hyatt/Hansen amended the motion to bring second reading and adoption of written findings to the February 21, 2023, meeting. Discussion: Kaplan spoke in favor of the motion. **Roll Call Vote: Hansen, Graham, Hyatt, DuQuenne, and Kaplan, YES. Motion passed unanimously.**

Roll Call Vote on original motion: Kaplan, DuQuenne, Hyatt, Graham, and Hansen, YES. Motion passed unanimously.

2. **Public Hearing and First Reading of Ordinance 3205 - Housing in Employment Lands Code Amendments**

Interim Community Development Director Brandon Goldman provided background on the matter and included the following presentation:

- Ordinance Development Timeline
- Project Goal and Objectives
- Ordinance Applicability
- Ordinance Provisions
- Ordinance Applicability – maps and charts
- Council Hearing – Direction
- Considerations
- New Code Provisions
- Planning Commission Recommendation

Council discussed options and how to move forward.

Chair Graham opened the Public Hearing at 8:25 PM

Public Testimony

Eric Navickas-Ashland- Spoke that he thought the ten acres could be subdivided in the Railroad district. He explained why the Fregonese study was not conclusive. He explained the reasons

why. He spoke that we want to avoid a culture of people living in one community and working in another.

Chair Graham closed the public hearing at 8:34 PM.

DuQuenne/Hyatt moved to approve first reading of Ordinance 3205 which is titled Chapters 18.2.3, 18.2.6, 18.3.13, and 18.61 of the Ashland Land Use Ordinance regarding allowances for residential uses in mixed-use buildings and developments in the commercial and employment zones, and schedule second reading for February 21, 2023.
DISCUSSION:
DuQuenne spoke in support of the motion and thanked Staff for their work on this.

Hyatt spoke the Economic Opportunity Analysis is a must. She would like to direct Staff in EOA in this motion. She spoke that she would not support the motion as written.
Hansen spoke in agreement with Hyatt.
Kaplan spoke in agreement with Hyatt and Hansen.

Councilor DuQuenne withdrew her motion.

Hyatt/Kaplan moved to include this ordinance as an option on the Housing Production Strategy list coming back in March for Council consideration. Discussion: None. **Roll Call Vote: DuQuenne, Kaplan, Hyatt, Hansen, and Graham, YES. Motion passed unanimously.**

Hyatt/Kaplan moved to request Planning Staff pursue an Economic Opportunity Analysis specifically with the help and support of the DLCD such that we do not overtax our own Planning Department. DICUSSION: Hyatt spoke that the EOA is long overdue and spoke in support of the motion. Council discussed the timeline and cost. Graham spoke to the importance of the study.
Roll Call Vote: Graham, Hansen, Hyatt, Kaplan and DuQuenne, YES. Motion passed unimously.

11. UNFINISHED BUSINESS

1. Professional Services Contract with RH2 Engineering for the design of Talent-Ashland-Phoenix (TAP) Intertie System Improvements

Public Works Director Scott Fleury gave a Staff Report.

Council discussed cost.

Hansen/Hyatt moved to approve a legal department approved professional services contract with RH2 Engineering for TAP system improvements in the amount $295,172.
DISCUSSION: Hansen thought critical infrastructure work. Hyatt spoke in support of the motion. **Roll Call Vote: Hyatt, Kaplan, Graham, DuQuenne, and Hansen, YES. Motion passed unanimously.**

12. NEW BUSINESS

1. Chair of the City Council Election

Item was postponed to next meeting.

2. City Council Liaison Roles and Appointments

Council discussed the current list of Standing Advisory Committees.

Hansen/Kaplan moved that the City of Ashland requests a liaison, not a committee, just a liaison with OSF, SOU, Rogue Valley Mountain Bike Association, and Parks and Recreation. Discussion: Hansen spoke that he is proposing that the liaison roll has a regular meeting that keeps an open relationship with the City. He spoke to the importance of having a formal relationship of partnership.

Hyatt/Kaplan moved to extend the meeting 15 minutes. Voice Vote: All Ayes. Motion passed unanimously.

DISCUSSION ON THE MOTION RESUMED: Council spoke that the wanted more information on this topic and that this is on a future Look Ahead.

Councilor Hansen withdrew his motion.

3. Citizens Budget Committee Appointments

Hyatt/Kaplan moved to postpone the election of the Citizen's Budget Committee members to a date certain, February 7, 2023. Roll Call Vote: Hyatt, Graham, Kaplan, DuQuenne, and Hansen, YES. Discussion: None**. Motion passed unanimously.**

4. 2023-2025 Biennial Budget Calendar & Protocols

5. City Communication Planning Status and Next Steps

6. City Council Compensation

City Manager Joe Lessard gave a Staff Report.

Council discussed options, process, cost and next steps.

13. ORDINANCES, RESOLUTIONS AND CONTRACTS

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

XV. ADJOURNMENT OF BUSINESS MEETING

DuQuenne and Hyatt moved to adjourn the Council Business Meeting.

The Business Meeting was adjourned at 9:36 PM

Respectfully Submitted by:

City Recorder ~~Melissa Huhtala~~ Alissa Kolodzinski

Nunc Pro Tunc

Attest:

~~Chair~~ Graham

mayor



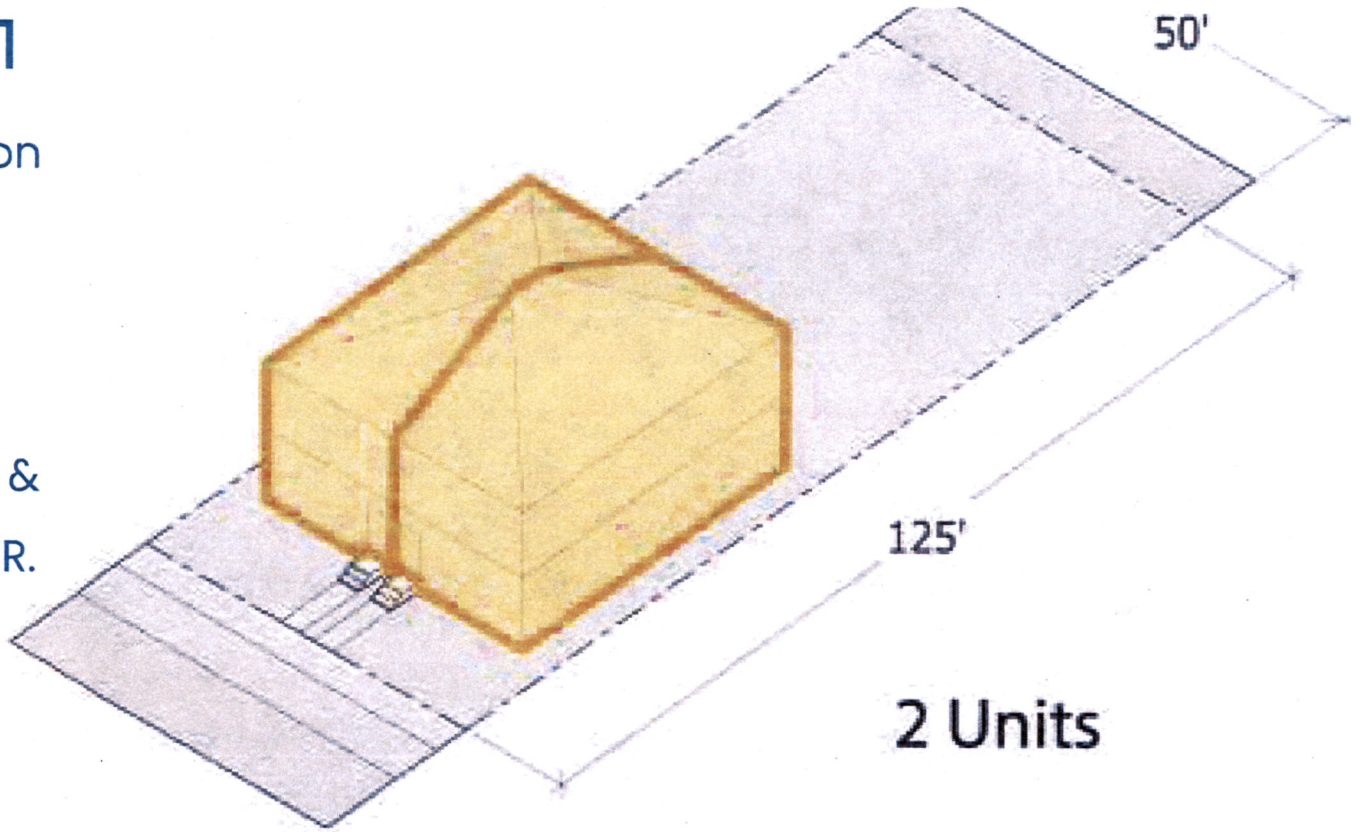
Middle Housing Land Divisions

January 17, 2023

Ashland City Council Hearing/First Reading

House Bill 2001

Allowed Two Units on any residential lot where a detached SFR was allowed, with same process & standards as an SFR.



House Bill #2001

Code Changes.

Middle Housing

Permitted with building permit review, no planning action required.

Duplex

2 units on 1 lot, attached or detached.

2 on-site parking spaces required. No credits.

Accessory Residential Unit (ARU)

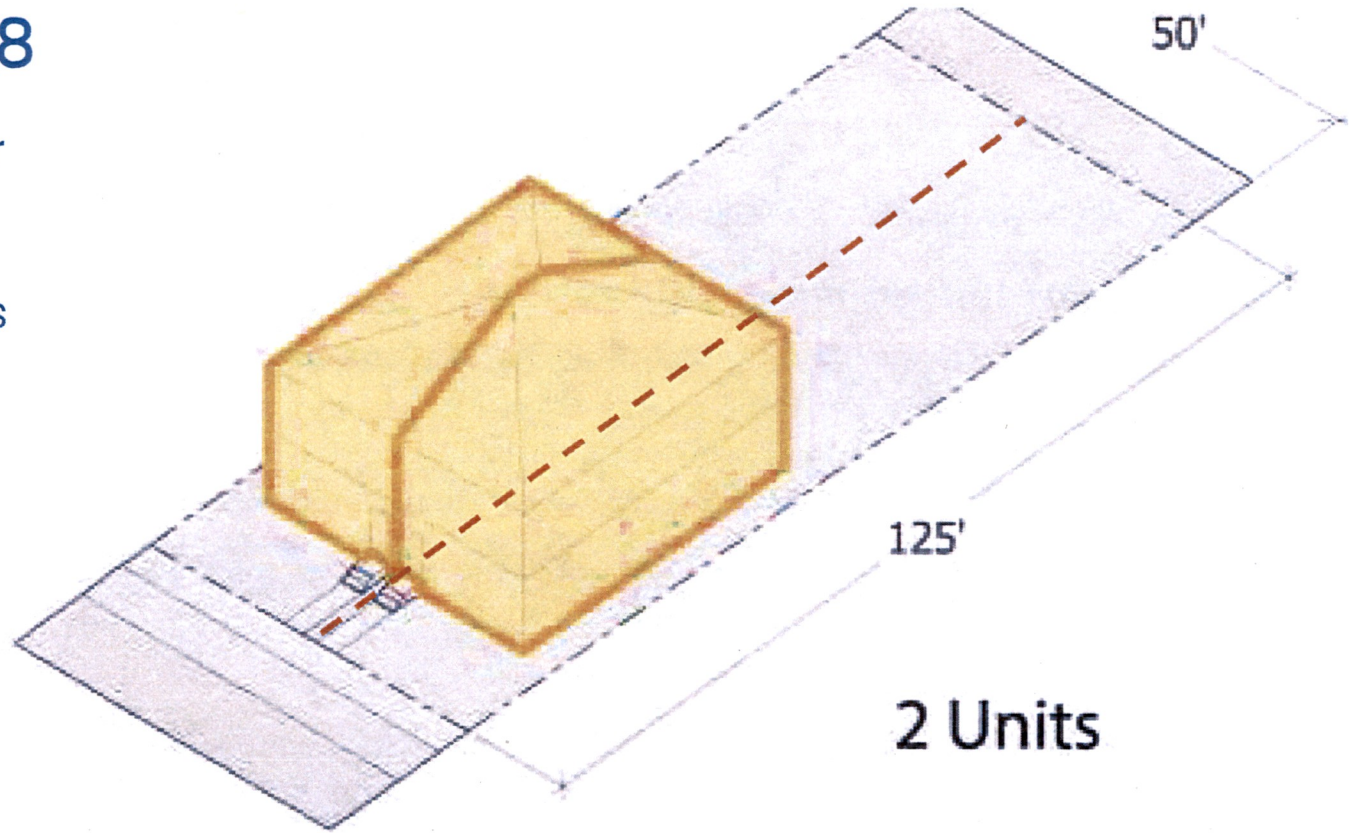
Not defined as 'Middle Housing'.*

Size Limits.

No on-site parking required.

Senate Bill 458

Allows lot division for duplexes created under HB 2001. ARU's not eligible.



MIDDLE HOUSING LAND DIVISIONS

Legislative Timeline

HOUSE BILL 2001 "*Middle Housing*"
In effect August 8, 2019

SENATE BILL 458 "*Middle Housing Land Divisions*"
In effect January 1, 2022

CITIES REQUIRED TO AMEND LOCAL CODES
By June 30, 2022 **or** Implement directly from Senate Bill 458

SENATE BILL 458

SB 458 Middle Housing Land Divisions (MHLD)

Cities may require…

Submittal of Tentative & Final Plats for Approval

Review for Oregon Residential Specialty Code Compliance

Right-of-Way Dedication and City-Standard Street Frontage Improvements

Cities may not…

Apply *any* approval criteria other than the approval criteria specified in SB 458 to applications for an MHLD — the **only allowable criteria** include the City's standards for middle housing development, separate utilities, easements, one dwelling per lot, and building code compliance.

Better Together

EXPEDITED LAND DIVISIONS

Expedited Land Divisions

Cities are required to apply the Expedited Land Division (ELD) process from ORS 197.360 to 197.380 to Middle Housing Land Divisions (MHLDs) to streamline review.

The ELD process is not considered a land use decision, and would not be heard by the Planning Commission. Any appeals would go to a referee/hearings officer.

MIDDLE HOUSING LAND DIVISIONS

Included in the Ordinance

A new **Section 18.5.1.075 Middle Housing Land Divisions (MHLD)** addressing the procedural handling for MHLDs under the required Expedited Land Divisions procedure – rather than as a land use action. Includes the process for appeal to a referee/hearings officer.

A new **Section 18.5.3.140 Middle Housing Land Divisions (MHLD)** which speaks to the general requirements and approval criteria for preliminary and final plat approval for MHLDs.

Definitions of "**Duplex**" and "**Middle Housing Unit**"

MIDDLE HOUSING LAND DIVISIONS

Street Frontage Improvements

Right-of-way dedications and street frontage improvements **MAY NOT** be required of duplexes or accessory units **provided as rental housing**.

The state has indicated that the ability to require right-of-way dedications and street frontage improvements with a Middle Housing Land Division (i.e. where losing a rental unit in favor of a for purchase housing unit) provides "***a compelling incentive to better address the street frontage deficiencies that persist today in older single-family neighborhoods***." In exchange for the ability to convert **needed rental housing** to a for purchase lot, applicants may be required to address deficiencies in the street system in established neighborhoods just as is required for land partitions or subdivisions. If the property will not accommodate street frontage improvements, it would not be eligible for a Middle Housing Land Division and would instead remain as needed rental housing.

Were Middle Housing Land Divisions simply allowed without the requirement for street frontage improvements, staff believe that this could result in the conversion of a significant number of existing rental units being lost through conversions to for purchase housing.

ANY QUESTIONS?

CITY OF
ASHLAND

CITY COUNCIL STUDY SESSION
Monday, February 6, 2023
DRAFT MINUTES

HELD HYBRID - Council and some City Staff will be live in the Council Chambers, 1175 E. Main Street. Citizens and presenters will be joining via zoom

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

Written and oral testimony will be accepted for public input. For written testimony, email public-testimony@ashland.or.us using the subject line: Ashland City Council Public Testimony.

For oral testimony, fill out a Speaker Request Form at ashland.or.us/speakerrequest and return to the City Recorder. The deadline for submitting written testimony or speaker request forms will be at 10 a.m. on the day of the Study Session meeting and must comply with Council Rules to be accepted.

Councilor Chair Graham Called the Study Session to order at 5:30 PM

Councilors' Hyatt, Kaplan, and Hansen were present.

1. Public Input (15 minutes, maximum)

None.

2. Housing & Human Advisory Committee Annual Report

Housing Program Specialist Linda Reid gave a Staff Report. She was joined with Chair Linda Reppond and former Chair Rich Rohde.
Linda Reppond went over a PowerPoint ***(see attached)*** Items discussed were:

- Housing Production Strategy
- Education and Outreach
- Community Development Block Grant and Affordable Housing Trust Fund Review and Recommendations.
- Severe Weather Shelter Recommendation
- Goal Setting Retreat

Council discussed options.

3. Croman Mill Redevelopment Update

Interim Planning Director Brandon Goldman introduced Alan Harper who is part of the Development Site Team. Harper Introduced Michael Weinstock and Michael Mehaffy. Mehaffy went over a PowerPoint Presentation:

Items Discussed were:

- Introduction
- Ideal Urban Extension Position
- 2008 Redevelopment Plan
- 2010 Land Use Plan
- Post COVID world
- New work formats
- Entrepreneurs, apprenticeships, creative businesses.
- Not just one kind of housing
- Maker Spaces
- Live and work in the same home
- Current Proposal and Example
- Illustrative Master Plan
- Potential Buildout Scenarios

Harper thanked Staff and spoke this will be a lot of work.

Council and Staff discussed options, zoning, timelines, environmental studies. A Temporary Employee of City of Ashland who formerly worked at DEQ for 25 year spoke regarding the project.

4. Adjournment

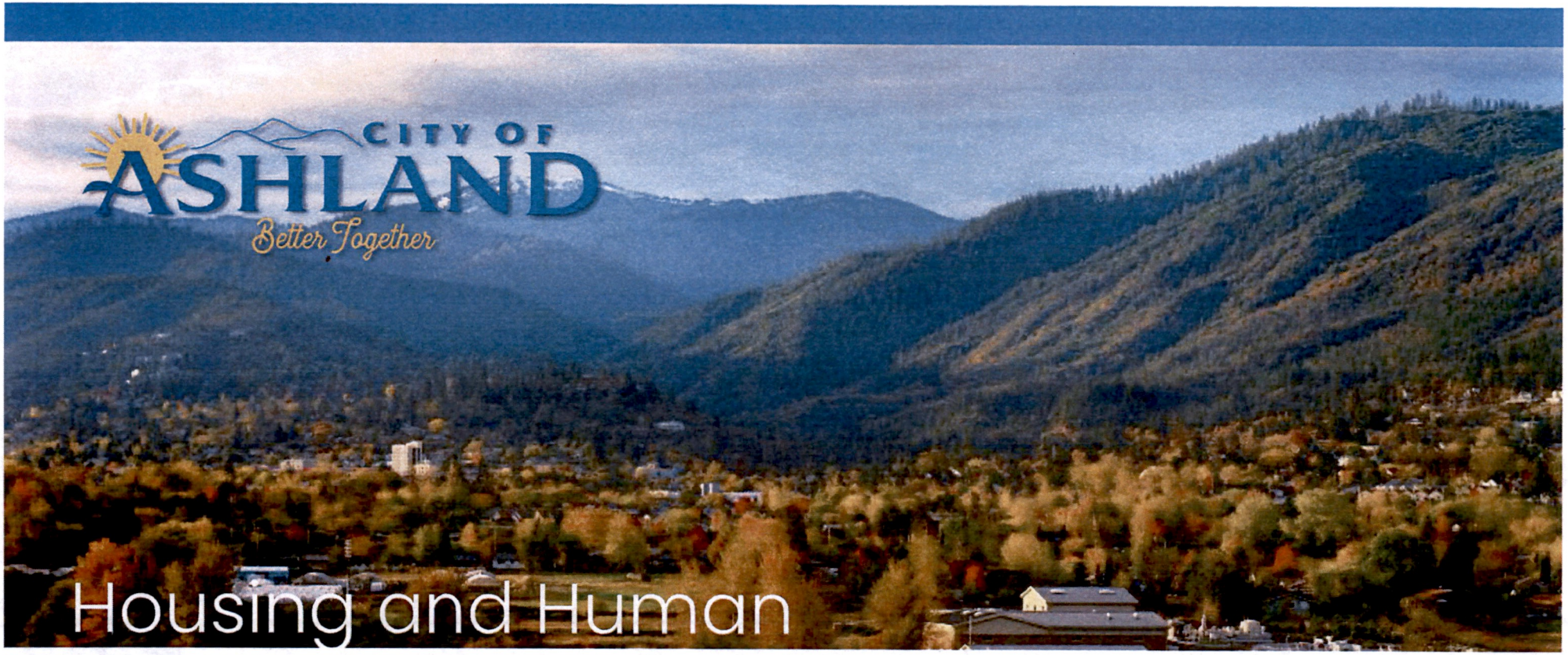
The Study Session was adjourned at 6:49 PM.

Respectfully Submitted by:

City Recorder ~~Melissa Huhtala~~ Alissa Kolodzinski
Nunc Pro Tunc

Attest ~~Chair~~ Graham
Mayor

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator'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).



Housing and Human Services Advisory Committee

Annual Update to the Council
February 06, 2023

Transition to in person meetings

- Despite the pandemic freeze on unnecessary meetings, the Housing and Human Services Commission did continue to meet regularly throughout the pandemic, and no meetings were missed in 2022.

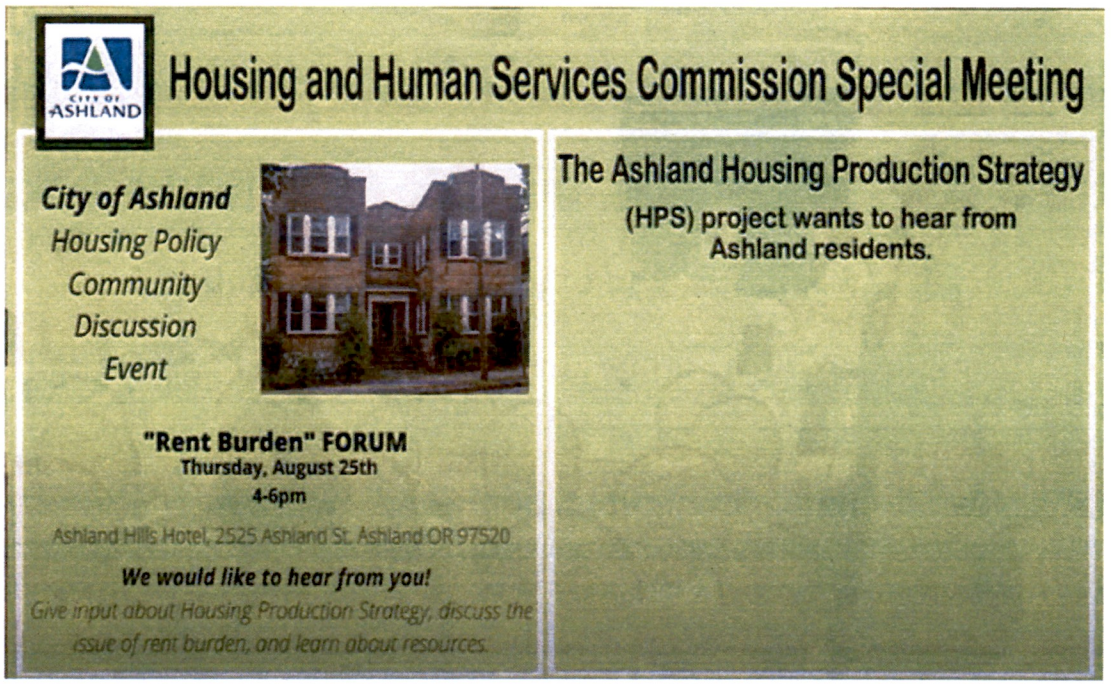
- The Commission resumed meeting in person in October 2022.

Housing Production Strategy

- **Two members of the HHSAC served as representatives on the Housing Production Strategy Advisory Group. They attended 5 additional meetings and helped inform the development of that document.**
- **The HHSAC had two meetings devoted to prioritization of the HPS strategies.**
- **HHSAC undertook community engagement activities to help with the development of the priorities**
  - Key informant interviews
  - Online questionnaire development
  - Targeted group outreach events: SOU Students, Manufactured Home parks, and rental housing developments
  - SOU focus group

Education and Outreach: Rent Burden Forum

- Was held in August 2022
- Attended by 30+ people
- Panel Discussion
- Overview of the Housing Production Strategy was provided
- Distributed the housing production strategy questionnaire and gained feedback about strategy priorities.
- Developed a Rent Burden Forum Video



Community Development Block Grant and Affordable Housing Trust Fund Review and Recommendations

- Reviewed applications from 2 applicants, heard presentations and made recommendations regarding Community Development Block Grant funding.
- Reviewed applications from 2 applicants, heard presentations and made recommendations regarding the remaining balance of CDBG-CARES act-pandemic related funding.
- Reviewed application from 3 applicants, heard presentations and made recommendations regarding the City's affordable housing trust funds.
- Made recommendations for a total of over 400K in grant funding

Severe Weather Shelter Recommendation

- The Committee formed a subcommittee in 2021 and met several times to work on drafting a policy recommendation based on research of best practices.
- Held two virtual stakeholder meetings in January of 2022. Feedback from stakeholders informed the development of the recommendations.
- Facilitated a debrief of recent active shelter events.
- Presented to the Council twice regarding recommendations. Resolution 2022-03 was adopted in November 2022.
- Committee members volunteered and organized cooling shelters due to a lack of a non-profit partner to organize shelter.
- OPB Shelter Video.

Goal Setting Retreat

- In 2022 the Commission met for a goal setting meeting on Dec. 9th.
- The Commission identified 7 goals:
  - Build Cooperation and systems of communication for emergency shelter at both the executive and operational levels.
  - Promote Workforce Housing:
    - Education about the UGB expansion process
    - Promote capacity building and encourage new workforce housing partnerships
    - Work with SOU on potential housing opportunities on identified surplus properties
    - Increase capacity for more mobile home parks
    - Barrier Removal/to promote infill housing and group housing options
    - Food Resources-Address the need for a commercial kitchen in Ashland

QUESTIONS?

Thank you

Council Business Meeting

February 21, 2023

Agenda Item	2023 Standing Advisory Committee Appointments	
From	Melissa Huhtala	City Recorder
Contact	Melissa.huhtala@ashland.or.us 541-488-5307	

SUMMARY

Approval of the Mayor's recommendations for the annual appointments to the various Commissions, Committees, and Boards.

POLICIES, PLANS & GOALS SUPPORTED

AMC 2.04.090 (C) Regular Commission and Board Membership Appointments

Except for the Municipal Audit Commission (AMC 2.11) all regular advisory committees and boards not required by state law to be appointed by the City Council shall be appointed by the Mayor with the consent of the Council. The Mayor may request assistance or recommendations from Councilors in making appointments.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Appointments are three years with terms ending on April 30, 2026.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the Mayor's recommendations for the Standing Advisory Committee Appointments to the Housing and Human Services and Climate and Environment Policy Committee.

REFERENCES & ATTACHMENTS

Attachment 1: Housing and Human Services Applications
Attachmentn 2: Climate Action Committee

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 Alan Ackroyd

Requesting to serve on: Housing and Human Servic (Commission/Committee)

Mailing Address [redacted]

Physical Address _____

Occupation Retired Medical Professiona Phone: Home [redacted]

Work

Email

Fax

1. Education Background

What schools have you attended? _____

What degrees do you hold? I have degrees in Medicine and Masters degree in Psychology

What additional training or education have you had that would apply to this position?

2. Related Experience

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

I am currently a member of the Ashland Mobile Home Committee that is advocating for a zoning change to protect the homes of all parks in Ashland from being sold out from under us..

I am also interested in the general problem of homelessness and how to address it in a humanitarian and efficient manner

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? _____

3. **Interests**

Why are you applying for this position? I am currently a member of the Ashland Mobile Home that is advocating for a zoning change to protect the homes of all parks in Ashland from being sold out from under us. I am also interested in the general problem of homelessness and how to address it in a humanitarian and efficient manner.

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes, The current time is fine

5. **Additional Information**

How long have you lived in this community? I have lived in Ashland for 20 years

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

In conclusion, I would be honored to serve on this committee and, in fact, have attended a couple of their meeting recently

Thank you very much for considering me and feel free to contact me if further questions arise

Sincerely, Alan Ackroyd

Date

Signature

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 Brittney Bass

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

Mailing Address [redacted]

Physical Address

Occupation Customer Support Phone: Home [redacted]

Work
Email [redacted]
Fax

1. Education Background

What schools have you attended? Southern Oregon University

What degrees do you hold?

Bachelors Degree French and Cultural Anthropology

What additional training or education have you had that would apply to this position?
In cultural Anthropoloy I learned about social justice and sytems of oppression and how it relates to our society.

2. Related Experience

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

Volunteered at the Soup Kitchen in Ashland while I was in college. (Uncle Foods Diner)

Volunteered at Walker Elementary as PTO president

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? I wouldnt be against any further training if it were to become available to me.

3. **Interests**

Why are you applying for this position?

Concerned about the lack of affordable housing in Ashland and want to work with others to fix this situation.

4. **Availability**

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

I prefer early evenings or days

5. **Additional Information**

How long have you lived in this community? 31 years

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

My main qualifications for this position is that I have lived in the community for over 30 years and have seen the growth and change, not always for the better. I am passionate about what happens next to the working class people and their living situation.

01/20/23

Date

Britney Bass

Signature

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 Jason Mendoza

Requesting to serve on: Ashland Housing Committee/Comission

(Commission/Committee)

Mailing [redacted]

Physical Address [redacted]

Occupation Area Coordinator for Student Apartments & Family Housing at Southern Oregon University

Phone: Home [redacted]

[redacted]

1. Education Background

What schools have you attended? Southern Oregon University, Bishop O'Dowd High School

What degrees do you hold? Bachelor's in Criminal Justice (2016) and I will be starting my Masters in Business Administration this Fall at 2022

What additional training or education have you had that would apply to this position? Have assisted with providing housing for SOU employees and students, and provided rental assistance resources as well as processing the landlord portion of rental assistance

approval. I have also processed rent, rental payment plans, assisted in showing how new renters can transition utilities to their name, and apartment/house walkthroughs. Processed maintenance requests, address tenant concerns and questions. I also have other skills including, de-escalation, organization, personability, and being knowledgeable in my job assignments and content.

2. Related Experience

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

I currently work in an Ashland Housing capacity in that I work to provide housing for SOU students and employees here in Ashland.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why?

Yes, I do feel it would be advantageous for me to have further training in this field such as attending conferences and seminars, as I have worked to provide housing to those in need, including those affected by COVID and the Almeda fires. I hope to attend these trainings and seminars if they are pertaining to how I can better assist folks, whether they are SOU affiliated or not, to seek and obtain sustainable housing in Ashland or even the greater Ashland area. I hope to work in a capacity that I can help make a difference in the community, not only for my family and I, but also others who are just starting out their lives and those with families as well. Ashland is a great place to live and raise a family with the culture, safety, and community that citizens share. I hope to contribute in a positive way to make the community better in providing more housing opportunities for folks wanting to live in this great city.



3. Interests

Why are you applying for this position?

I am applying for this position as I believe my experience working for SOU Housing and providing sustainable housing for SOU folks can help assist in those temporary tenants and contribute to the committee in a capacity that is both productive and rational, as I

know not all solutions or ideas can be attainable. My goal is to simply be another contributor with my experience, culture, and knowledge in the housing field here in Ashland.

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 can attend special meetings and regularly scheduled meetings based on my availability. Due to my job at Housing, I would need to prioritize it to assure I can remain living in Ashland as well. Lastly, I am starting my MBA program which will have evening classes. Currently, I only have class from late Sept-Dec. On Tuesday and Wednesday evenings. I would prefer evening meetings, as my job is typically Monday-Friday 8am-5pm banking operation hours.

5. **Additional Information**
How long have you lived in this community?

I have lived in Ashland from 2010-2016, and then again from 2019-Present.

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

Experience processing rental, Creating rental payment plans, Create action plans with tenants to address move-ins, move-outs, transfers, adding roommates/partners, and seeking emergency housing. I have also worked with Jackson County in the realm of parole and probation, as well as the Department of Human Services Childwelfare and seeking and distributing housing resources to those in need. Obtained food for tenants for those with COVID/health concerns. Assisted in creating move-out plans for student and employees moving out of SOU housing for local housing in the area. Also provided child care information for families moving into SOU housing and other City of Ashland resources as well. Provide and organize large scale programming for tenants.

Jason Iosua Mendoza Signature 09/06/22 Date

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 Christopher (Kip) Barrett

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

Mailing Address [redacted]

Physical Address

Occupation Business Development Phone: Home [redacted]

Work

Email [redacted]

Fax

1. Education Background

What schools have you attended? University of Wisconsin, Madison. Portland State University

What degrees do you hold? BA Economics and MBA

What additional training or education have you had that would apply to this position?
I am a certified economic development professional.

2. Related Experience

What prior work experience have you had that would help you if you were appointed to this position?
I have 15 years of renewable and sustainable project development experience resulting in ~$500m of projects funded.

Co-founded a production and financial modeling SaaS business centered around small and community scale wind.

Co-taught ESE 355 Energy Regulation and Policy for the OSU Cascades Energy Systems Engineering degree.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? There is/will be many opportunities through the recently passed Inflation Reduction Act. I will likely attend conferences through my day job that will be relevant.

3. **Interests**
Why are you applying for this position? I am interested in adding value to my new community and engaging on a local level as I work remotely.

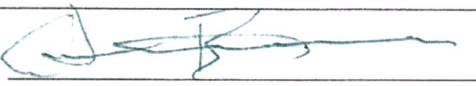
4. **Availability**
Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? I am flexible with enough notice and will only be limited by work travel.

5. **Additional Information**
How long have you lived in this community? 2.5 months.

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

I served on the City of Bend, OR Climate Action Committee as an exoficio member while working in Economic Development for the Bend Area. Through that Committee we provided feedback on the hiring of a FTE for the City and worked with them on a yeai long scoping process for what actions the City could take.

1/22/2023
Date


Signature

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 Jamie Rosenthal - Recology Ashland

Requesting to serve on: CEPAC (Commission/Committee)

Mailing Address [redacted]

Physical Address

Occupation Waste Prevention Educator Phone: Home [redacted]

Work

Email

Fax N/A

1. Education Background

What schools have you attended? Southern Oregon University / Marshfield High School

What degrees do you hold? B.S. Human Communication, Southern OR University,

Class of 2001

What additional training or education have you had that would apply to this position?
Southern Oregon Master Recycler, Sustainable Oregon Member, Oregon Recycling & Refuse Association Member

Former Conservation & Climate Outreach (CCOC) Commissioner

2. Related Experience

What prior work experience have you had that would help you if you were appointed to this position?
I am currently in my eighth year working for Recology Ashland as a Senior Waste Zero Specialist.

My main responsibility is to ensure that the residents of Ashland and Talent understand

how to prevent waste and recycle properly.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? Potentially adventageous in expanding my

knowledge base.

3. **Interests**

Why are you applying for this position? My values align with this position.

I hope to connect with, encourage, and motivate the residents of Ashland

to make wise climate-minded decisions that ensure we can all keep living here.

4. **Availability**

Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? I prefer daytime meetings on Wednesdays.

5. **Additional Information**

How long have you lived in this community? Since 1997 / 25 years

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

Thank you for considering me as the ex officio representative from Recology Ashland.

I believe that my communication skills, employment experience, and prior history

on the conservation & climate outreach commission could make me an asset to this commission.

1/30/23

Date

Signature

Council Business Meeting

February 21 & 22, 2023

	City Council Election to fill Councilor Positions #2 and #3 Vacancies	
From	Melissa Huhtala	City Recorder
Contact	Mellissa.huhtala@ashland.or.us; 541-522-2084	

SUMMARY

This agenda item is for City Council deliberation 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). 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; in this case November 2024. 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

At its January 31, 2023 Business Meeting, the City Council adopted the below outlined process and schedule for soliciting applicants and making the appointment for Councilor Position #3. The process has previously been used by the City to fill other elected officer vacancies. At the February 7, 2023 Business Meeting, the Council directed that the same process and general schedule be used to also fill Councilor Position #2.

1. Applications were due by 5:00 p.m. on **February 14, 2023**;
2. City Recorder forwarded all applications to Council upon deadline closing;
3. Interviews of applicants by Councilors, depending on number of applicants, to be completed by **February 20, 2023**;
4. Upcoming City Council meetings at which both vacant Councilor positions may be considered within the sixty-days deadlines are as follows:
    - **Feb. 21st** at the regular City Council Business meeting
    - **Feb. 22nd** at a Special Called Business Meeting
    - **March 7th** at the regular City Council Business meeting
    - **March 21st** at the regular City Council Business meeting

The City has received nineteen (19) applications for one and/or the other vacant Councilor positions.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

The appointment/election to fill vacant elective offices of the City is at the City Council's discretion. The Council may act under this agenda item to appoint individuals to fill one or both vacant Councilor positions or identify candidates for further consideration and election at a subsequent Council meeting within the sixty-days deadlines.

CITY OF ASHLAND

STAFF RECOMMENDATION
N/A

FISCAL IMPACTS
N/A

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.

REFERENCES & ATTACHMENTS
None

Council Business Meeting

February 21, 2023

Agenda Item	Chair of the Council Election by the City Council	
From	Melissa Huhtala	City Recorder
Contact	Melissa.huhtala@ashland.or.us; (541) 488-5307	

SUMMARY

The election of Tonya Graham, City Councilor for Position No. 2, to fill the Mayoral vacancy now requires the Council elect her replacement to the Chair of the Council position. The Chair of the Council's role is to perform the duties of the Mayor in those times of absence or inability of the Mayor to attend to their duties.

POLICIES, PLANS & GOALS SUPPORTED

The Ashland City Charter outlines the responsibilities for the Chair of the Council and the procedure for their selection:

> Section 8. Chair of the Council - At the first regular meeting of the Council in January of each year, the Council shall by ballot elect a Chair of the Council from its membership to serve for one (1) year. He/she shall, during all times when the Mayor is absent or unable to attend to his/her duties or act in any matter, have and exercise the powers and perform the duties of the Mayor, except that he/she shall retain his/her Council member's right to vote. If, at any meeting of the Council, both Mayor and Chair are absent, the Council members present shall elect one of their number as Chair Pro Tem, who shall preside at that meeting.

PREVIOUS COUNCIL ACTION

Each year, the Council votes one Councilor to become the Chair of the Council.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to confirm _____ as Chair of the Council for one year.

REFERENCES & ATTACHMENTS

None

CITY OF ASHLAND

Council Business Meeting

February 21, 2023

Agenda Item	2021-23 BN Supplement Budget & Resolution	
From	Sabrina Cotta	Deputy City Manager/ Interim Finance Director
Contact	Sabrina.Cotta@ashland.or.us (541) 552-2106	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

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

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Oregon budget law (ORS 294.471) provides for a mid-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 amendments reflect an adjustment for transfer of appropriation to ensure compliance level. Below is the explanation of the needed transfers.

Transfer of appropriation only:		
General Fund	Administration Department - Communication Officer	10,000
	Total transfer of appropriation needed	**$ 10,000**

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.

SUGGESTED NEXT STEPS

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

REFERENCES & ATTACHMENTS

Attachment 1: Resolution Adopting the Supplemental Budget

Attachment 2: Staff Supplemental Budget Request

Better Together

RESOLUTION NO. 2023-02

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:

	Transfers:		
Generel Fund:	**Appropriation**		**Resource**
Administration Department	10,000		
Transfer In			10,000
	$ 10,000		**$ 10,000**

	Transfers:		
Parks General Fund:	**Appropriation**		**Resource**
Transfer Out	10,000		
Parks Division			8,340
Parks Senior Center			1,660
	$ 10,000		**$ 10,000**

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

SECTION 3. This resolution is effective upon adoption.

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

ATTEST:

_____
Melissa Huhtala, City Recorder

SIGNED and APPROVED this _____ day of _____, 2023.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Doug McGeary, Interim City Attorney

Transfer of appropriation only:

General Fund	Administration Department - Communication Officer		10,000
		Total transfer of appropriation needed	**$ 10,000**

City of Ashland
Summary of Fund Balances
as of December 31, 2022

Fund	Balance December 31, 2022	Balance December 31, 2021	Change From FY 2022	2022-2023 Requirements	Over(Under) Requirements
General Fund	$ 20,135,668	$ 20,309,737	$ (174,068)	7,310,626	275%
Parks General Fund	1,877,192	2,053,976	(176,784)	1,385,064	136%
Tourism Fund	668,218	-	-	No Policy	N/A
Housing Fund	275,796	220,096	55,699	No Policy	N/A
Community Block Grant Fund	23,739	12,211	11,528	No Policy	N/A
Reserve Fund	1,770,126	39,650	1,730,475	No Policy	N/A
Street Fund	5,356,182	4,479,255	876,927	388,885	1377%
Airport Fund	321,252	189,481	131,771	59,018	544%
Capital Improvements Fund	1,215,197	1,000,188	215,008	No Policy	N/A
Parks Capital Improvements Fund	2,345,046	1,261,313	1,083,733	No Policy	N/A
Debt Service Fund	797,134	790,983	6,151	No Policy	N/A
Water Fund	15,306,680	14,018,216	1,288,463	4,290,031	357%
Wastewater Fund	7,490,474	8,290,202	(799,728)	2,675,526	280%
Storm Drain Fund	1,949,604	1,763,914	185,691	244,445	798%
Electric Fund	6,025,439	4,803,334	1,222,105	4,218,671	143%
Telecommunications Fund	2,942,926	2,370,480	572,446	482,346	610%
Insurance Services Fund	491,693	142,314	349,379	669,329	73%
Health Benefits Reserve Fund	2,196,665	1,707,731	488,935	562,647	390%
Equipment Fund	6,210,935	4,910,707	1,300,227	2,437,313	255%
Parks Equipment Fund	467,080	365,892	101,187	32,278	1447%
Cemetery Trust Fund	937,452	921,681	15,771	No Policy	N/A
	$ 78,804,497	$ 69,651,361	$ 9,153,135		
Total Fund Balances	$ 78,804,497	$ 69,651,361	$ 9,153,135		
Restricted and Committed Funds					
Restricted	$ 10,871,467	$ 7,662,743	$ 3,208,724		
Committied	15,846,236	17,724,518	(1,878,282)		
Unassigned	52,086,794	44,264,100	7,822,694		
Total Fund Balances	$ 78,804,497	$ 69,651,361	$ 9,153,136		

City of Ashland
Statement of Revenues and Expenditures - City Wide
as of December 31, 2022

Resource Summary	Fiscal Year 2023 Year-To-Date Actuals	2nd Year of Biennial Budget	Percent Collected / Expended	Year over year change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End -of-Year Actuals	Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Revenues							
Taxes	$ 18,372,304	$ 25,560,771	71.9%	102.3%	$ 17,950,562	$ 26,351,671	68.1%
Licenses and Permits	565,836	1,124,000	50.3%	107.5%	526,602	1,539,283	34.2%
Intergovernmental Revenues	3,043,945	13,756,761	22.1%	68.2%	4,461,095	7,466,479	59.7%
Charges for Services - Rate & Internal	30,763,546	61,082,597	50.4%	99.0%	31,076,934	60,829,919	51.1%
Charges for Services - Misc. Service fees	632,155	928,100	68.1%	135.6%	466,222	938,943	49.7%
System Development Charges	275,053	405,000	67.9%	100.4%	273,823	534,874	51.2%
Fines and Forfeitures	90,954	544,500	16.7%	104.5%	87,077	171,689	50.7%
Assessment Payments	291	6,000	4.8%	23.9%	1,216	2,171	56.0%
Interest on Investments	578,413	343,480	168.4%	433.9%	133,294	310,031	43.0%
Miscellaneous Revenues	547,580	677,850	80.8%	386.9%	141,523	208,031	68.0%
Total Revenues	**54,870,076**	**104,429,059**	**52.5%**	**99.5%**	**55,118,348**	**98,353,093**	**56.0%**
Budgetary Resources:							
Other Financing Sources	478,085	22,992,450	2.1%	162.3%	294,580	672,428	43.8%
Transfers In	2,906,205	5,171,567	56.2%	81.6%	3,563,438	9,772,479	36.5%
Total Budgetary Resources	3,384,290	28,164,017	12.0%	87.7%	3,858,018	10,444,907	36.9%
Total Resources	**58,254,366**	**132,593,076**	**43.9%**	**98.8%**	**58,976,366**	**108,797,997**	**54.2%**
Requirements by Classification							
Personnel Services	16,500,954	36,810,847	44.8%	98.0%	16,831,307	32,720,537	51.4%
Materials and Services	22,475,505	50,509,958	44.5%	102.9%	21,849,910	44,824,913	48.7%
Debt Service	2,122,857	2,964,213	71.6%	99.6%	2,130,879	2,736,802	77.9%
Total Operating Expenditures	**41,099,316**	**90,285,018**	**45.5%**	**100.7%**	**40,812,096**	**80,282,252**	**50.8%**
Capital Construction							
Capital Outlay	6,520,382	40,454,086	16.1%	318.5%	2,047,087	4,764,850	43.0%
Transfers Out	2,906,205	5,171,567	56.2%	81.6%	3,563,438	9,772,479	36.5%
Contingencies (Original Budget $2,854,176)	-	1,719,365	0.0%	0.0%	-	-	0.0%
Total Budgetary Requirements	2,906,205	6,890,932	42.2%	81.6%	3,563,438	9,772,479	36.5%
Total Requirements	**50,525,903**	**137,630,036**	**36.7%**	**108.8%**	**46,422,621**	**94,819,581**	49.0%
Excess (Deficiency) of Resources over Requirements	7,728,463	(5,036,960)	253.4%	61.6%	12,553,746	13,978,416	
Carry Forward Fund Balance	71,076,031	45,043,109	157.8%	124.5%	57,097,615	57,097,615	100.0%
Unappropriated Ending Fund Balance	**$ 78,804,497**	**$ 40,006,149**	**197.0%**	**113.1%**	**$ 69,651,361**	**$ 71,076,031**	**98.0%**

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
110	**General Fund**							
	Taxes	$ 16,628,201	$ 22,566,042	73.7%	98.4%	$ 16,906,392	$ 23,377,035	72.3%
	Licenses and Permits	565,836	1,124,000	50.3%	107.5%	526,602	1,539,283	34.2%
	Intergovernmental	1,890,011	1,647,835	114.7%	70.2%	2,693,956	3,532,527	76.3%
	Charges for Services	4,403,305	8,803,449	50.0%	99.6%	4,420,083	9,242,365	47.8%
	Fines	90,954	544,500	16.7%	104.5%	87,077	171,689	50.7%
	Interest on Investments	109,592	38,000	288.4%	380.5%	28,803	73,243	39.3%
	Miscellaneous	38,954	57,650	67.6%	80.9%	48,159	71,660	67.2%
	Transfer in (Water Fund)	50,000	50,000	100.0%	100.0%	50,000	50,000	100.0%
	Transfer In (Cemetery)	8,137	65,000	12.5%	353.5%	2,302	4,879	47.2%
	Total Revenues and Other Sources	23,784,990	34,896,476	68.2%	96.0%	24,763,374	38,062,681	65.1%
	Administration Department	853,915	2,281,513	37.4%	66.3%	1,287,710	2,450,441	52.6%
	Administration - Municipal Court	196,444	593,956	33.1%	92.4%	212,703	438,582	48.5%
	Information Technology Department	563,796	1,480,354	38.1%	94.0%	599,547	1,083,371	55.3%
	Finance Department	1,300,505	2,900,303	44.8%	97.3%	1,336,050	2,538,221	52.6%
	City Recorder	104,254	175,183	59.5%	100.9%	103,354	198,328	52.1%
	Police Department	3,572,530	7,946,996	45.0%	95.9%	3,724,063	7,078,771	52.6%
	Fire and Rescue Department	5,678,472	11,281,247	50.3%	126.4%	4,490,735	9,330,436	48.1%
	Public Works Department	1,467,604	4,828,115	30.4%	104.9%	1,398,890	2,867,080	48.8%
	Community Development	928,119	2,163,573	42.9%	84.9%	1,092,811	2,012,425	54.3%
	Transfers (Parks Fund)	1,773,498	3,546,997	50.0%	63.9%	2,776,464	7,452,928	37.3%
	Transfers (Tourism Fund)	775,474	775,474	100.0%	N/A	-	-	N/A
	Transfers (Housing Fund)	-	-	N/A	N/A	-	200,000	0.0%
	Transfers (Reserve Fund)	-	-	N/A	N/A	-	1,415,000	0.0%
	Transfers (Cemetery Fund)	500	500	100.0%	100.0%	500	500	100.0%
	Contingency	-	25,533	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	17,215,111	37,999,744	45.3%	101.1%	17,022,828	37,066,083	45.9%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	6,569,879	(3,103,268)	311.7%	84.9%	7,740,546	996,598	776.7%
	Beginning Fund Balance	**13,565,789**	8,616,083	157.4%	107.9%	12,569,191	12,569,191	100.0%
	Ending Fund Balance	$ 20,135,668	$ 5,512,815	365.3%	99.1%	$ 20,309,737	**$ 13,565,789**	149.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	1,273,362						
	Unassigned Fund Balance	$ 18,862,306						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

	Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
211 Parks and Recreation General Fund							
Taxes	$ -	$ 2,005,942	0.0%	N/A	$ -	$ -	N/A
Intergovernmental	10,938	90,000	12.2%	42.1%	26,011	103,157	25.2%
Charges for Services	308,537	948,981	32.5%	62.1%	496,745	977,065	50.8%
Interest on Investments	22,711	15,000	151.4%	491.8%	4,618	10,509	43.9%
Miscellaneous	4,621	25,000	18.5%	19.1%	24,201	26,137	92.6%
Transfer In (City General Fund)	1,773,498	3,981,997	44.5%	63.9%	2,776,464	7,452,928	37.3%
Transfer In (Parks CIP Fund)	-	-	N/A	N/A	435,000	50,000	870.0%
Total Revenues and Other Sources	2,120,305	7,066,920	30.0%	56.3%	3,763,039	8,619,795	43.7%
Parks Division	2,263,109	4,670,300	48.5%	103.6%	2,183,877	4,423,720	49.4%
Recreation Division	564,423	1,235,539	45.7%	110.9%	509,170	1,057,591	48.1%
Golf Division	170,875	595,618	28.7%	45.4%	376,297	618,511	60.8%
Senior Services Division	163,159	408,075	40.0%	87.9%	185,683	368,720	50.4%
Parks Forestry Division	238,885	593,964	40.2%	96.5%	247,435	487,312	50.8%
Transfer Out (Reserve Fund)	-	-	N/A	N/A	-	300,000	0.0%
Contingency	-	224,681	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	3,400,451	7,728,176	44.0%	97.1%	3,502,461	7,255,855	48.3%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(1,280,146)	(661,256)	-93.6%	-491.3%	260,578	1,363,940	19.1%
Beginning Fund Balance	**3,157,338**	754,606	418.4%	176.1%	1,793,398	1,793,398	100.0%
Ending Fund Balance	$ 1,877,192	$ 93,350	2010.9%	91.4%	$ 2,053,976	**$ 3,157,338**	65.1%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	$ 1,877,192						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
230	**Tourism Fund**							
	Taxes	$ 244,238	$ 100,000	244.2%	N/A	$ -	$ -	N/A
	Interest	5,655	-	N/A	N/A	-	-	N/A
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Transfer in (General Fund)	775,474	775,474	100.0%	N/A	-		N/A
	Total Revenues and Other Sources	1,025,367	875,474	117.1%	N/A	-	-	N/A
	Personnel Services	23,988	80,000	30.0%	N/A	-	-	N/A
	Materials and Services	333,161	629,663	52.9%	N/A	-	-	N/A
	Contingency		165,811	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	357,149	875,474	40.8%	N/A	-	-	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	668,218	-	0.0%	N/A	-	-	N/A
	Beginning Fund Balance	-	-	0.0%	N/A	-	-	N/A
	Ending Fund Balance	$ 668,218	$ -	0.0%	N/A	$ -	$ -	N/A
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	668,218						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
240	**Housing Fund**							
	Taxes	$ -	$ 100,000	0.0%	0.0%	$ 93,067	$ -	N/A
	Ingovernmental	-	-	N/A	N/A	101,097	335,950	30.1%
	Interest on Investments	2,265	1,000	226.5%	606.8%	373	857	43.5%
	Transfer In (General Fund)	-	-	N/A	N/A	-	200,000	0.0%
	Total Revenues and Other Sources	2,265	101,000	2.2%	1.2%	194,537	536,807	36.2%
	Materials and Services	7,130	1,000	713.0%	76.9%	9,268	290,973	3.2%
	Capital Outlay	-	-	0.0%	0.0%	93,427	93,427	100.0%
	Total Expenditures and Other Uses	7,130	1,000	713.0%	76.9%	102,695	384,400	26.7%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(4,866)	100,000	-4.9%	-5.3%	91,842	152,407	60.3%
	Beginning Fund Balance	**280,661**	-	0.0%	218.8%	128,254	128,254	100.0%
	Ending Fund Balance	$ 275,796	$ 100,000	275.8%	125.3%	$ 220,096	**$ 280,661**	78.4%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	275,796						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
250	**Community Development Block Fund**							
	Intergovernmental	$ 159,392	$ 188,801	84.4%	79.6%	$ 200,320	$ 502,037	39.9%
	Total Revenues and Other Sources	159,392	188,801	84.4%	79.6%	200,320	502,037	39.9%
	Personnel Services	12,878	37,163	34.7%	52.8%	24,406	49,597	49.2%
	Materials and Services	159,392	151,638	105.1%	79.6%	200,320	452,440	44.3%
	Total Expenditures and Other Uses	172,271	188,801	91.2%	76.7%	224,726	502,037	44.8%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(12,878)	(0)	N/A	52.8%	(24,406)	-	N/A
	Beginning Fund Balance	**36,617**	-	0.0%	100.0%	36,617	36,617	100.0%
	Ending Fund Balance	$ 23,739	$ (0)	N/A	194.4%	$ 12,211	$ **36,617**	33.3%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	23,739						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

	Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
255 Reserve Fund							
Interest on Investments	$ 15,365	$ 400	3841.2%	15480.8%	$ 99	$ 210	47.3%
Transfer In (General Fund)	-	-	N/A	N/A	-	1,415,000	0.0%
Transfer In (Parks General Fund)	-	-	N/A	N/A	-	300,000	0.0%
Total Revenues and Other Sources	15,365	400	3841.2%	15480.8%	99	1,715,210	0.0%
Operating Transfer out	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	-	-	N/A	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	15,365	400	3841.2%	15480.8%	99	1,715,210	0.0%
Beginning Fund Balance	**1,754,761**	40,056	4380.8%	4436.7%	39,551	39,551	100.0%
Ending Fund Balance	$ 1,770,126	$ 40,456	4375.4%	4464.3%	$ 39,650	$ **1,754,761**	2.3%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	1,770,126						
Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
260	**Street Fund**							
	Taxes	$ 376,082	$ 679,399	55.4%	67.5%	$ 557,134	$ 2,065,803	27.0%
	Intergovernmental	860,985	1,522,125	56.6%	70.2%	1,227,341	2,103,177	58.4%
	Charges for Services - Rates	824,704	1,642,500	50.2%	98.8%	834,501	1,676,057	49.8%
	Charges for Services - Misc. Service Fees	406	15,000	2.7%	71.1%	571	1,555	36.7%
	System Development Charges	94,201	150,000	62.8%	118.0%	79,827	165,625	48.2%
	Assessments	291	6,000	4.8%	23.9%	1,216	2,171	56.0%
	Interest on Investments	44,570	11,700	380.9%	525.6%	8,479	21,110	40.2%
	Miscellaneous	7,501	15,000	50.0%	44.9%	16,694	17,808	93.7%
	Other Financing Sources	-	2,588,000	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	2,208,740	6,629,724	33.3%	81.0%	2,725,763	6,053,306	45.0%
	Public Works - Ground Maintenance	130,412	279,270	46.7%	102.4%	127,413	235,837	54.0%
	Public Works - Street Operations	2,258,084	6,125,846	36.9%	118.0%	1,913,536	4,151,604	46.1%
	Public Works - Street Operations Debt	-	81,563	0.0%	0.0%	75,631	-	N/A
	Public Works - Transportation SDC's	-	364,660	0.0%	0.0%	2,364	2,364	100.0%
	Contingency	-	156,635	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	2,388,496	7,007,974	34.1%	112.7%	2,118,944	4,389,805	48.3%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(179,756)	(378,250)	52.5%	-29.6%	606,819	1,663,501	36.5%
	Beginning Fund Balance	**5,535,938**	767,135	721.6%	143.0%	3,872,437	3,872,437	100.0%
	Ending Fund Balance	$ 5,356,182	$ 388,885	1377.3%	119.6%	$ 4,479,255	$ **5,535,938**	80.9%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	5,356,182						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
280	**Airport Fund**							
	Intergovernmental	$ -	$ 2,598,000	0.0%	N/A	$ -	$ 283,609	0.0%
	Charges for Services - Rates	105,324	164,000	64.2%	122.0%	86,345	169,862	50.8%
	Interest on Investments	2,500	3,000	83.3%	395.0%	633	1,178	53.7%
	Total Revenues and Other Sources	112,446	2,765,000	4.1%	129.3%	86,977	454,649	19.1%
	Materials and Services	39,134	91,772	42.6%	81.2%	48,211	91,626	52.6%
	Capital Outlay	50,231	2,678,000	1.9%	44.3%	113,411	328,977	34.5%
	Contingency	-	2,753	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	89,365	2,772,525	3.2%	55.3%	161,623	420,604	38.4%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	23,081	(7,525)	406.7%	-30.9%	(74,646)	34,045	-219.3%
	Beginning Fund Balance	**298,171**	197,378	151.1%	112.9%	264,126	264,126	100.0%
	Ending Fund Balance	$ 321,252	$ 189,853	169.2%	169.5%	$ 189,481	**$ 298,171**	63.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	321,252						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
410	**Capital Improvements Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Misc. Service Fees	105,771	170,000	62.2%	112.4%	94,066	200,868	46.8%
	System Development Charges	13,181	70,000	18.8%	79.9%	16,493	39,779	41.5%
	Interest on Investments	10,474	8,700	120.4%	388.5%	2,696	5,661	47.6%
	Miscellaneous	-	-	N/A	N/A	1,024	1,024	100.0%
	Total Revenues and Other Sources	129,426	248,700	52.0%	113.3%	114,279	247,331	46.2%
	Public Works - Capital Outlay	12,470	284,249	4.4%	N/A	-	-	N/A
	Transfer Out (Debt Service Fund)	110,000	110,000	100.0%	100.0%	110,000	110,000	100.0%
	Contingency	-	-	N/A	N/A	-	-	N/A
	Total Expenditures and Other Uses	122,470	394,249	31.1%	N/A	185,000	110,000	168.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	6,956	(145,549)	104.8%	-9.8%	(70,721)	137,331	-51.5%
	Beginning Fund Balance	**1,208,241**	145,549	830.1%	112.8%	1,070,909	1,070,909	100.0%
	Ending Fund Balance	$ 1,215,197	$ -	0.0%	121.5%	$ 1,000,188	**$ 1,208,241**	82.8%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	1,215,196						
	Unassigned Fund Balance	$ 0						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
411	**Parks Capital Improvement Fund**							
	Taxes	$ 928,063	$ -	N/A	N/A	$ 185,619	$ 687,139	27.0%
	Intergovernmental	110,000	7,500,000	1.5%	55.0%	200,000	555,714	36.0%
	Interest on Investments	16,907	9,700	174.3%	390.9%	4,325	8,288	52.2%
	Miscellaneous	-	50,000	0.0%	N/A	-	-	0.0%
	Total Revenues and Other Sources	1,054,970	7,559,700	14.0%	270.5%	389,944	1,251,141	31.2%
	Materials and Services	-	202,000	0.0%	0.0%	-	-	N/A
	Capital Outlay	499,821	6,985,000	7.2%	126.3%	395,767	924,784	42.8%
	Transfer Out (Debt Service Fund)	188,596	623,596	30.2%	99.7%	189,172	189,172	100.0%
	Transfer Out (Parks General Fund)	-	-	N/A	N/A	435,000	50,000	870.0%
	Total Expenditures and Other Uses	688,417	7,810,596	8.8%	67.5%	1,019,940	1,163,956	87.6%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	366,553	(250,896)	-146.1%	-58.2%	(629,996)	87,185	-722.6%
	Beginning Fund Balance	**1,978,493**	537,234	368.3%	104.6%	1,891,308	1,891,308	100.0%
	Ending Fund Balance	$ 2,345,046	$ 286,338	819.0%	185.9%	$ 1,261,313	**$ 1,978,493**	63.8%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	2,345,046						
	Unassigned Fund Balance	$ (0)						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
530	**Debt Services**							
	Taxes	$ 195,720	$ 209,388	93.5%	96.1%	$ 203,630	$ 221,656	91.9%
	Charges for Services - Internal	630,686	1,154,300	54.6%	99.8%	632,058	1,264,116	50.0%
	Interest on Investments	3,493	2,900	120.4%	444.9%	785	3,333	23.6%
	Transfer In (CIP)	110,000	110,000	100.0%	100.0%	110,000	110,000	100.0%
	Transfer In (Parks CIP)	188,596	188,596	100.0%	99.7%	189,172	189,172	100.0%
	Total Revenues and Other Sources	1,128,495	1,665,184	67.8%	99.4%	1,135,645	1,788,277	63.5%
	Debt Service	1,341,162	1,766,451	75.9%	100.6%	1,332,634	1,766,448	75.4%
	Total Expenditures and Other Uses	1,341,162	1,766,451	75.9%	100.6%	1,332,634	1,766,448	75.4%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(212,667)	(101,267)	-110.0%	108.0%	(196,989)	21,829	-902.4%
	Beginning Fund Balance	**1,009,801**	1,252,463	80.6%	102.2%	987,972	987,972	100.0%
	Ending Fund Balance	$ 797,134	$ 1,151,196	69.2%	100.8%	$ 790,983	**$ 1,009,801**	78.3%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	797,134						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
670	**Water Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Rates	5,168,416	8,840,000	58.5%	100.2%	5,159,619	8,399,651	61.4%
	Charges for Services - Misc. Service Fees	19,605	90,000	21.8%	108.8%	18,014	67,573	26.7%
	System Development Charges	92,676	150,000	61.8%	88.9%	104,282	204,411	51.0%
	Interest on Investments	119,297	92,800	128.6%	392.6%	30,390	65,754	46.2%
	Miscellaneous	28	26,000	0.1%	3.2%	876	4,104	21.3%
	Other Financing Sources	-	17,545,800	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	5,400,021	26,744,600	20.2%	101.6%	5,313,180	8,741,494	60.8%
	Public Works - Conservation	63,684	283,670	22.5%	104.5%	60,947	127,393	47.8%
	Public Works - Water Supply	442,002	4,121,215	10.7%	67.7%	653,067	1,142,413	57.2%
	Public Works - Water Supply Debt	127,843	127,776	100.1%	100.1%	127,683	127,775	99.9%
	Public Works - Water Distribution	1,861,859	4,867,942	38.2%	98.1%	1,898,429	3,686,295	51.5%
	Public Works - Water Distribution Debt	259,071	269,197	96.2%	101.7%	254,846	267,260	95.4%
	Public Works - Water Treatment	1,308,900	15,555,295	8.4%	178.5%	733,098	1,411,805	51.9%
	Public Works - Water Treatment Debt	72,882	75,195	96.9%	101.7%	71,631	72,662	98.6%
	Public Works - Reimbursement SDC's	-	150,000	0.0%	N/A	-	-	N/A
	Public Works - Improvement SDC's	172,759	2,131,200	8.1%	109.3%	158,057	269,059	58.7%
	Public Works - Debt SDC's	33,633	33,390	100.7%	101.7%	33,057	33,390	99.0%
	Debt Service	-	180,574	0.0%	N/A	-	-	N/A
	Transfer Out (General Fund to AFR)	50,000	50,000	100.0%	100.0%	50,000	50,000	100.0%
	Contingency	-	232,004	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	4,392,632	28,077,458	15.6%	108.7%	4,040,814	7,188,052	56.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,007,389	(1,332,858)	175.6%	79.2%	1,272,366	1,553,442	81.9%
	Beginning Fund Balance	**14,299,291**	11,518,403	124.1%	112.2%	12,745,849	12,745,849	100.0%
	Ending Fund Balance	$ 15,306,680	$ 10,185,545	150.3%	109.2%	$ 14,018,216	**$ 14,299,291**	98.0%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	1,162,197						
	Unassigned Fund Balance	$ 14,144,482						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
675	**Wastewater Fund**							
	Taxes	$ -	$ -	N/A	0.0%	$ 4,720	$ 38	12421.4%
	Intergovernmental	-	-	N/A	N/A	-	-	N/A
	Charges for Services - Rates	3,242,375	6,040,000	53.7%	101.0%	3,211,579	6,301,095	51.0%
	Charges for Services - Misc. Service Fees	-	150,000	0.0%	0.0%	(3,174)	(3,174)	100.0%
	System Development Charges	65,830	-	N/A	101.4%	64,901	91,772	70.7%
	Interest on Investments	62,189	86,700	71.7%	346.7%	17,938	38,811	46.2%
	Other Financing Sources	478,085	2,858,650	16.7%	162.3%	294,580	672,428	43.8%
	Total Revenues and Other Sources	3,848,542	9,135,350	42.1%	107.2%	3,590,544	7,100,970	50.6%
	Public Works - Wastewater Collection	1,197,238	2,793,623	42.9%	103.2%	1,159,608	2,259,032	51.3%
	Public Works - Wastewater Collection Debt	42,828	46,057	93.0%	99.1%	43,228	46,056	93.9%
	Public Works - Wastewater Treatment	3,338,282	5,714,038	58.4%	212.8%	1,568,755	3,734,655	42.0%
	Public Works - Wastewater Treatment Debt	61,088	128,797	47.4%	100.0%	61,088	128,797	47.4%
	Public Works - Improvements SDC's	55,365	1,331,350	4.2%	148.2%	37,351	165,385	22.6%
	Contingency	-	184,274	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	4,694,800	10,198,139	46.0%	163.6%	2,870,030	6,333,925	45.3%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(846,259)	(1,062,789)	20.4%	-117.5%	720,514	767,045	93.9%
	Beginning Fund Balance	**8,336,733**	5,932,421	140.5%	110.1%	7,569,688	7,569,688	100.0%
	Ending Fund Balance	$ 7,490,474	$ 4,869,632	153.8%	90.4%	$ 8,290,202	**$ 8,336,733**	99.4%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	2,228,374						
	Unassigned Fund Balance	$ 5,262,101						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
680	**Stormwater Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Rates	392,085	769,600	50.9%	99.3%	394,681	793,847	49.7%
	Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
	System Development Charges	9,165	35,000	26.2%	110.1%	8,320	33,287	25.0%
	Interest on Investments	15,834	10,000	158.3%	372.3%	4,253	8,992	47.3%
	Total Revenues and Other Sources	417,083	814,600	51.2%	102.4%	407,254	836,126	48.7%
	Public Works - Storm Water Operations	324,247	1,102,538	29.4%	80.9%	400,733	722,578	55.5%
	Public Works - Storm Water Operations Debt	10,725	11,550	92.9%	99.1%	10,825	11,550	93.7%
	Public Works - Storm Water SDC's	-	275,000	0.0%	0.0%	9,398	12,120	77.5%
	Contingency	-	37,173	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	334,972	1,426,261	23.5%	79.6%	420,955	746,248	56.4%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	82,111	(611,661)	113.4%	-599.3%	(13,701)	89,878	-15.2%
	Beginning Fund Balance	**1,867,493**	856,106	218.1%	105.1%	1,777,615	1,777,615	100.0%
	Ending Fund Balance	$ 1,949,604	$ 244,445	797.6%	110.5%	$ 1,763,914	**$ 1,867,493**	94.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	(49,085)						
	Unassigned Fund Balance	$ 1,900,519						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
690	**Electric Fund**							
	Intergovernmental	$ 12,618	$ 210,000	6.0%	102.0%	$ 12,369	$ 50,308	24.6%
	Charges for Services - Rates	8,527,984	18,408,531	46.3%	99.6%	8,564,437	17,375,916	49.3%
	Charges for Services - Misc. Service Fees	293,057	268,000	109.3%	145.9%	200,894	316,209	63.5%
	Interest on Investments	41,172	25,000	164.7%	532.6%	7,731	18,608	41.5%
	Miscellaneous	313,487	302,000	103.8%	1071.2%	29,265	63,231	46.3%
	Total Revenues and Other Sources	9,188,319	19,213,531	47.8%	104.2%	8,814,696	17,824,272	49.5%
	Administration - Conservation	352,784	1,122,936	31.4%	79.5%	443,957	762,029	58.3%
	Electric - Supply	2,607,145	7,738,500	33.7%	95.2%	2,737,482	6,775,000	40.4%
	Electric - Distribution	4,815,084	8,152,647	59.1%	126.1%	3,817,909	7,656,603	49.9%
	Electric - Transmission	411,814	1,127,500	36.5%	100.9%	408,310	1,002,989	40.7%
	Debt Service	-	243,663	0.0%	0.0%	21,850	21,850	100.0%
	Contingency	-	551,557	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	8,186,827	18,936,803	43.2%	110.2%	7,429,508	16,218,471	45.8%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,001,492	276,728	361.9%	72.3%	1,385,188	1,605,801	86.3%
	Beginning Fund Balance	**5,023,947**	4,963,035	101.2%	147.0%	3,418,146	3,418,146	100.0%
	Ending Fund Balance	$ 6,025,439	$ 5,239,763	115.0%	125.4%	$ 4,803,334	**$ 5,023,947**	95.6%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 6,025,439						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
695	**Telecommunications Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Rates	1,407,612	2,847,836	49.4%	102.0%	1,380,312	2,780,392	49.6%
	Charges for Services - Misc. Service Fees	-	5,100	0.0%	N/A	-	-	N/A
	Interest on Investments	21,098	12,330	171.1%	441.2%	4,782	10,849	44.1%
	Miscellaneous	-	-	N/A	N/A	-	456	0.0%
	Total Revenues and Other Sources	1,428,710	2,865,266	49.9%	103.1%	1,385,094	2,791,697	49.6%
	Personnel Services	392,257	919,425	42.7%	103.7%	378,406	717,620	52.7%
	Materials & Services	505,740	1,148,608	44.0%	103.7%	487,734	982,284	49.7%
	Capital Outlay	13,662	126,250	10.8%	N/A	-	-	N/A
	Debt - Transfer to Debt Service Fund	258,036	516,073	50.0%	99.5%	259,408	518,816	50.0%
	Contingency	-	10,936	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,169,696	2,721,292	43.0%	103.9%	1,125,548	2,218,720	50.7%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	259,015	143,974	179.9%	99.8%	259,546	572,977	45.3%
	Beginning Fund Balance	**2,683,911**	2,030,348	132.2%	127.1%	2,110,934	2,110,934	100.0%
	Ending Fund Balance	$ 2,942,926	$ 2,174,322	135.3%	124.1%	$ 2,370,480	**$ 2,683,911**	88.3%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 2,942,926						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
720	**Insurance Service Fund**							
	Charges for Services - Internal	$ 946,500	$ 1,902,822	49.7%	102.4%	$ 923,875	$ 1,840,742	50.2%
	Interest on Investments	3,747	950	394.5%	1305.2%	287	2,305	12.5%
	Miscellaneous	4,301	40,000	10.8%	22.2%	19,348	19,348	100.0%
	Total Revenues and Other Sources	954,548	1,943,772	49.1%	101.2%	943,510	1,862,395	50.7%
	Materials and Services	1,293,665	1,608,460	80.4%	133.0%	972,399	1,202,789	80.8%
	Contingency	-	48,254	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,293,665	1,656,714	78.1%	133.0%	972,399	1,202,789	80.8%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(339,117)	287,058	-218.1%	1173.8%	(28,890)	659,606	-4.4%
	Beginning Fund Balance	**830,810**	595,687	139.5%	485.3%	171,204	171,204	100.0%
	Ending Fund Balance	$ 491,693	$ 882,745	55.7%	345.5%	$ 142,314	**$ 830,810**	17.1%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	491,693						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
725	**Health Benefits Fund**							
	Charges for Services - Internal	$ 2,708,018	$ 5,357,193	50.5%	95.1%	$ 2,847,038	$ 5,751,958	49.5%
	Interest on Investments	17,081	10,100	169.1%	579.0%	2,950	7,198	41.0%
	Miscellaneous	-	-	N/A	N/A	1,430	3,736	38.3%
	Total Revenues and Other Sources	2,725,099	5,367,293	50.8%	95.6%	2,851,418	5,762,892	49.5%
	Materials and Services	2,517,823	6,005,585	41.9%	96.6%	2,607,042	5,236,858	49.8%
	Contingency	-	180,168	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	2,517,823	6,185,753	40.7%	96.6%	2,607,042	5,236,858	49.8%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	207,276	(818,460)	-25.3%	84.8%	244,376	526,034	46.5%
	Beginning Fund Balance	**1,989,389**	1,288,730	154.4%	135.9%	1,463,355	1,463,355	100.0%
	Ending Fund Balance	$ 2,196,665	$ 470,270	467.1%	128.6%	$ 1,707,731	**$ 1,989,389**	85.8%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	2,196,665						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
730	**Equipment Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Internal	2,041,942	4,083,885	50.0%	98.6%	2,071,979	4,143,957	50.0%
	Charges for Services - Misc. Service Fees	213,317	230,000	92.7%	136.9%	155,851	355,912	43.8%
	Interest on Investments	52,497	3,000	1749.9%	483.5%	10,857	26,166	41.5%
	Miscellaneous	174,004	152,200	114.3%	32983.5%	528	528	99.9%
	Total Revenues and Other Sources	2,481,761	4,469,085	55.5%	110.8%	2,239,214	4,526,563	49.5%
	Public Works - Maintenance	1,187,313	2,177,887	54.5%	107.9%	1,100,420	2,220,055	49.6%
	Public Works - Purchasing and Acquisition	958,018	1,604,400	59.7%	994.6%	96,325	300,241	32.1%
	Contingency	-	65,337	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	2,145,331	3,847,624	55.8%	179.3%	1,196,745	2,520,296	47.5%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	336,430	621,461	54.1%	32.3%	1,042,469	2,006,267	52.0%
	Beginning Fund Balance	**5,874,505**	4,212,341	139.5%	151.9%	3,868,238	3,868,238	100.0%
	Ending Fund Balance	$ 6,210,935	$ 4,833,802	128.5%	126.5%	$ 4,910,707	**$ 5,874,505**	83.6%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 6,210,935						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
731	**Parks Equipment Fund**							
	Charges for Services - Internal	$ 50,000	$ 100,000	50.0%	100.0%	$ 50,000	$ 100,000	50.0%
	Interest on Investments	3,831	4,000	95.8%	386.1%	992	2,080	47.7%
	Miscellaneous	-	10,000	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	53,831	114,000	47.2%	105.6%	50,992	102,080	50.0%
	Capital Outlay	-	100,000	0.0%	0.0%	86,424	90,155	95.9%
	Contingency		60	0.0%	N/A	-	-	
	Total Expenditures and Other Uses	-	100,060	0.0%	N/A	86,424	90,155	95.9%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	53,831	13,940	386.2%	-151.9%	(35,432)	11,925	-297.1%
	Beginning Fund Balance	**413,249**	463,407	89.2%	103.0%	401,324	401,324	100.0%
	Ending Fund Balance	$ 467,080	$ 477,347	97.8%	127.7%	$ 365,892	**$ 413,249**	88.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 467,080						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

as of December 31, 2022

		Fiscal Year 2023 2nd Year Actuals	Fiscal Year 2023 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
810	**Cemetery Fund**							
	Charges for Services	$ 6,057	$ 19,500	31.1%	164.5%	$ 3,682	$ 12,896	28.6%
	Interest on Investments	8,137	8,200	99.2%	353.5%	2,302	4,879	47.2%
	Transfer In (General Fund)	500	500	100.0%	100.0%	500	500	100.0%
	Total Revenues and Other Sources	14,694	28,200	52.1%	226.6%	6,484	18,275	35.5%
	Transfers	8,137	65,000	12.5%	353.5%	2,302	4,879	47.2%
	Total Expenditures and Other Uses	8,137	65,000	12.5%	353.5%	2,302	4,879	47.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	6,557	(36,800)	117.8%	156.8%	4,182	13,396	31.2%
	Beginning Fund Balance	**930,895**	872,127	106.7%	101.5%	917,499	917,499	100.0%
	Ending Fund Balance	$ 937,452	$ 835,327	112.2%	101.7%	$ 921,681	**$ 930,895**	99.0%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 937,452						

City of Ashland
Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34
as of December 31, 2022
(75% of Biennium)

	Biennial to Date Actual (18 Months)	Biennial Budget 2021-2023	Percent Used	Balance
General Fund				
Administration Department	$ 3,939,381	$ 6,459,553	61.0%	$ 2,520,173
Information Technology Department	1,647,167	2,970,265	55.5%	1,323,099
Finance Department	3,838,726	5,562,098	69.0%	1,723,372
City Recorder	302,582	387,575	78.1%	84,992
Police Department	10,651,301	15,746,395	67.6%	5,095,094
Fire and Rescue Department	15,008,908	22,390,327	67.0%	7,381,419
Public Works Department	4,334,685	8,169,438	53.1%	3,834,753
Community Development Department	2,940,543	4,411,536	66.7%	1,470,993
Transfers	11,617,900	13,591,410	85.5%	1,973,510
Contingency	-	905,586	0.0%	905,586
Total General Fund	54,281,193	80,594,183	67.4%	26,312,990
Parks and Recreation General Fund				
Parks Division incl. Forestry	7,413,026	10,182,515	72.8%	2,769,489
Recreation Division	1,622,014	2,458,097	66.0%	836,084
Golf Division	789,387	1,159,650	68.1%	370,263
Senior Services Division	531,879	768,319	69.2%	236,439
Transfers	300,000	300,000	100.0%	-
Contingency	-	448,990	0.0%	448,990
Total Parks and Recreation Fund	10,656,306	15,317,571	69.6%	685,429
Tourism Fund				
Administration Department - Personnel Services	23,988	80,000	30.0%	56,012
Administration Department - Material and Services	333,161	629,663	52.9%	296,502
Contingency		165,811	0.0%	165,811
Total Housing Trust Fund	357,149	875,474	40.8%	518,325
Housing Fund				
Community Development Department - Material and Services	298,103	450,079	66.2%	151,976
Community Development Department - Capital	93,427	100,000	93.4%	6,573
Total Housing Trust Fund	391,530	550,079	71.2%	158,549
Community Development Block Grant Fund				
Community Development Department - Personnel Services	62,475	71,804	87.0%	9,329
Community Development Department - Materials and Services	611,832	498,106	122.8%	(113,726)
Total Community Development Grant Fund	674,307	569,910	118.3%	(104,397)
Street Fund				
Public Works Department - Operations	6,620,443	15,584,026	42.5%	8,963,583
Public Works Department - Debt	155,494	163,526	95.1%	8,032
Public Works Department - Transportation SDC's	2,364	568,037	0.4%	565,673
Contingency	-	294,896	0.0%	294,896
Total Street Fund	6,778,301	16,610,485	40.8%	860,569
Airport Fund				
Public Works Department - Material and Services	130,761	183,398	71.3%	52,637
Public Works Department - Capital Outlay	379,208	3,001,000	12.6%	2,621,792
Contingency	-	5,502	0.0%	5,502
Total Airport Fund	509,969	3,189,900	16.0%	2,627,294

Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34

as of December 31, 2022
(75% of Biennium)

	Biennial to Date Actual (18 Months)	Biennial Budget 2021-2023	Percent Used	Balance
Capital Improvements Fund				
Public Works Department - Capital Outlay	12,470	1,179,249	1.1%	1,166,779
Transfers	220,000	220,000	100.0%	-
Contingency	-	-	N/A	-
Total Capital Improvements Fund	232,470	1,399,249	16.6%	1,166,779
Parks Capital Improvement Fund				
Parks Department - Materials and Services	-	404,000	0.0%	404,000
Parks Department - Capital Outlay	1,424,605	9,835,500	14.5%	8,410,895
Transfers	427,768	862,768	49.6%	435,000
Total Parks Capital Improvement Fund	1,852,373	11,102,268	16.7%	9,249,895
Debt Service Fund				
Debt Service	3,107,610	3,531,971	88.0%	424,361
Total Debt Service Fund	3,107,610	3,531,971	88.0%	424,361
Water Fund				
Public Works Department - Conservation	191,077	568,430	33.6%	377,352
Public Works Department - Water Operations	9,853,274	40,935,829	24.1%	31,082,556
Public Works Department - Water Debt	927,493	1,123,032	82.6%	195,539
Public Works Department - Water SDC's	162,673	3,195,848	5.1%	3,033,175
Public Works Department - Water SDC's Debt	346,168	427,806	80.9%	81,638
Transfer	100,000	100,000	100.0%	-
Contingency	-	464,844	0.0%	464,844
Total Water Fund	11,580,684	46,815,789	24.7%	464,844
Wastewater Fund				
Public Works Department - Wastewater Operations	10,529,206	19,569,418	53.8%	9,040,212
Public Works Department - Wastewater Debt	278,769	351,048	79.4%	72,279
Public Works Department - Wastewater SDC's	220,749	3,417,100	6.5%	3,196,351
Contingency	-	367,388	0.0%	367,388
Total Wastewater Fund	11,028,725	23,704,954	46.5%	12,676,229
Stormwater Fund				
Public Works Department - Storm Water Operations	1,046,825	2,407,654	43.5%	1,360,829
Public Works Department - Storm Water Debt	22,275	23,300	95.6%	1,025
Public Works Department - Storm Water SDC's	12,120	607,712	2.0%	595,592
Contingency	-	74,203	0.0%	74,203
Total Stormwater Fund	1,081,220	3,112,869	34.7%	2,031,649
Electric Fund				
Administration Department - Conservation	1,114,812	2,442,599	45.6%	1,327,787
Electric Department - Operations	23,268,635	34,702,938	67.1%	11,434,303
Electric Department - Debt Service	21,850	487,326	4.5%	465,476
Contingency	-	1,128,985	0.0%	1,128,985
Total Electric Fund	24,405,298	38,761,848	63.0%	14,356,551

Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34

as of December 31, 2022
(75% of Biennium)

	Biennial to Date Actual (18 Months)	Biennial Budget 2021-2023	Percent Used	Balance
Telecommunications Fund				
Information Technology Department - Personnel Services	1,109,877	1,831,694	60.6%	721,816
Information Technology Department - Materials and Services	2,264,876	3,329,605	68.0%	1,064,729
Information Technology Department - Capital Outlay	13,662	188,750	7.2%	175,088
Contingency	-	85,332	0.0%	85,332
Total - Telecommunications Fund	3,388,415	5,435,381	62.3%	2,046,965
Insurance Services Fund				
Non-Departmental - Material and Services	2,496,454	3,085,770	80.9%	589,316
Contingency	-	92,573	0.0%	92,573
Total Insurance Services Fund	2,496,454	3,178,343	78.5%	681,889
Health Benefits Reserve Fund				
Non-Departmental - Material and Services	7,754,681	11,685,180	66.4%	3,930,499
Contingency	-	350,556	0.0%	350,556
Total Health Benefits Reserve Fund	7,754,681	12,035,736	64.4%	4,281,055
Equipment Fund				
Public Works Department - Maintenance	3,407,367	4,330,663	78.7%	923,296
Public Works Department - Purchasing and Acquisition	1,258,260	3,208,800	39.2%	1,950,540
Contingency	-	129,920	0.0%	129,920
Total Equipment Fund	4,665,627	7,669,383	60.8%	3,003,756
Parks Equipment Fund				
Parks Department - Capital Outlay	90,155	150,000	60.1%	59,845
Contingency	-	120	0.0%	120
Total Parks Equipment Fund	90,155	150,120	60.1%	59,965
Cemetery Trust Fund				
Transfers	13,016	130,000	10.0%	116,984
Total Cemetery Trust Fund	13,016	130,000	10.0%	116,984
Total Appropriations	$ 145,345,484	$ 274,735,512	52.9%	$ 129,390,028

City of Ashland
Results of Operations
as of December 31, 2022

	110 General	211 Parks General	230 Tourism	240 Housing	250 CDBG	255 Reserve	260 Street	280 Airport	410 CIP	411 Parks CIP	530 Debt Service	670 Water	675 Wastewater	680 Storm Drain	690 Electric	695 IT	720 I.S.F.	725 H.B F	730 Equipment	731 Parks Equip.	810 Cem. Trust	Total
Carryover	13,565,789	3,157,338	-	280,661	36,617	1,754,761	5,535,938	298,171	1,208,241	1,978,493	1,009,801	14,299,291	8,336,733	1,867,493	5,023,947	2,683,911	830,810	1,989,389	5,874,505	413,249	930,895	71,076,034
Revenues	23,784,990	2,120,305	1,025,367	2,265	159,392	15,365	2,208,740	112,446	129,426	1,054,970	1,128,495	5,400,021	3,848,542	417,083	9,188,319	1,428,710	954,548	2,725,099	2,481,761	53,831	14,694	58,254,366
Expenditures	17,215,111	3,400,451	357,149	7,130	172,271	-	2,388,496	89,365	122,470	688,417	1,341,162	4,392,632	4,694,800	334,972	8,186,827	1,169,696	1,293,665	2,517,823	2,145,331	-	8,137	50,525,903
Ending Fund Balance	20,135,668	1,877,192	668,218	275,796	23,739	1,770,126	5,356,182	321,252	1,215,197	2,345,046	797,134	15,306,680	7,490,474	1,949,604	6,025,439	2,942,926	491,693	2,196,665	6,210,935	467,080	937,452	78,804,497
Unassigned	18,862,306	1,877,192	-	-	-	-	-	-	-	-	-	14,144,482	5,262,101	1,998,690	6,025,439	2,942,926	-	-	-	-	-	51,113,136
Fund Balance Requirement	7,310,826	1,385,064	No Policy	No Policy	No Policy	No Policy	388,885	59,018	No Policy	No Policy	No Policy	4,290,031	2,675,526	244,445	4,218,671	482,346	669,329	562,647	2,437,313	32,278	No Policy	24,756,179
Over (Under) Requirement	11,551,680	492,128	N/A	N/A	N/A	N/A	2,144,540	262,234	N/A	N/A	N/A	9,854,451	2,586,575	1,754,245	1,806,768	2,460,580	(177,636)	1,634,018	3,773,622	434,802	N/A	
Over (Under) Requirement	158%	36%	N/A	N/A	N/A	N/A	551%	444%	N/A	N/A	N/A	230%	97%	718%	43%	510%	-27%	290%	155%	1347%	N/A	
All numbers below are as of June 30, 2022																						
Restricted For:																						
Asset Forfeited	35,699	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,699
TLT Tourism	87,461	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87,461
Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Library	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SDC's	-	-	-	-	-	-	2,822,757	-	284,878	-	-	1,162,197	2,228,374	(49,085)	-	-	-	-	-	-	-	6,449,122
SDC's (Storm Drain)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unrestricted Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed For:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Downtown Parking	370,085	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	370,085
Public Arts	57,042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57,042
Future Parking	700,840	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	700,840
Grubbs Case	22,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,235
Open Space	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Future Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All numbers below are as of December 31, 2022																						
Restricted For:																						
TLT Tourism		-	668,218	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	668,218
CDBG	-	-		275,796	23,739	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	299,534
Perpetual Care	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	937,452	937,452
New Construction	-	-	-	-	-	-	-	-	717,152	2,345,046	-	-	-	-	-	-	-	-	-	-	-	3,062,198
Open Space	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed For:																						
Reserve Fund	-	-	-	-	-	1,770,126	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,770,126
Airport Activities	-	-	-	-	-	-	-	321,252	-	-	-	-	-	-	-	-	-	-	-	-	-	321,252
Street Activities	-	-	-	-	-	-	2,533,425	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,533,425
Facilities Activities	-	-	-	-	-	-	-	-	213,166	-	-	-	-	-	-	-	-	-	-	-	-	213,166
Debt/Bond Covenants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	797,134	-	-	-	-	-	-	-	-	-	-	797,134
Claims and Judgements		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	491,693	-	-	-	-	491,693
Health Benefits Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,196,665	-	-	-	2,196,665
Vehicle Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,210,935	467,080	-	6,678,014
Future PERS costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financial Software	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Reserved	1,273,362	-	668,218	275,796	23,739	1,770,126	5,356,182	321,252	1,215,196	2,345,046	797,134	1,162,197	2,228,374	(49,085)	-	-	491,693	2,196,665	6,210,935	467,080	937,452	27,691,362

City of Ashland
Revenue Summary as of December 31, 2022

Revenue Item	Receiving Fund \ Share	Current Year 2022 - 2023 Month	YTD	1st Year Budget Amounts	% YTD	Prior Year 2021 - 2022 YTD	EOFY	Current / Prior YTD % Change
Food & Beverage Tax	General Fund 2%	2,829	18,940	238,645	8%	14,850	54,971	127.5%
	Street Fund 73%	-	-	-	N/A	542,008	2,006,445	0.0%
	Parks Cap. Impr. 25%	138,613	928,063	-	N/A	185,619	687,139	500.0%
	Wastewater 55%	-	-	-	N/A	-	-	N/A
	Central Svs 2%	-	-	-	N/A	-	-	N/A
Total F&B Tax		141,442	947,003	238,645	397%	742,477	2,748,555	127.5%
Transient Lodging Tax	General 100%	-	544,646	1,692,121	32%	898,520	1,868,282	60.6%
Electric User Tax	General 100%	361,426	1,829,053	4,225,222	43%	1,829,683	3,720,652	100.0%
Ambulance	General 100%	229,200	1,007,106	1,505,000	67%	900,328	2,227,875	111.9%
Court Fees & Fines	General 100%	9,700	56,703	335,500	17%	71,907	121,294	78.9%
Parking Fees	General Fund	9,515	54,686	400,000	14%	41,732	93,637	131.0%
	Capital Fund	2,765	26,139	60,000	44%	14,434	41,604	181.1%
Total Parking Fees		12,280	80,825	460,000	18%	56,166	135,241	143.9%
Franchises	General Fund	346,698	1,594,027	2,700,596	59%	1,813,410	3,826,950	87.9%
	Street Fund	82,677	376,082	55,000	684%	15,125	59,358	2486.4%
Total Franchises		429,375	1,970,108	2,755,596	71%	1,828,535	3,886,309	107.7%
SDC's	Streets	6,747	94,201	150,000	63%	79,827	165,625	118.0%
	Capital Impr. Parks	1,570	13,181	70,000	19%	16,493	39,779	79.9%
	Water	5,488	92,676	150,000	62%	104,282	204,411	88.9%
	Wastewater	7,685	65,830	150,000	44%	64,901	91,772	101.4%
	Storm Drain	723	9,165	35,000	26%	8,320	33,287	110.1%
Total SDC's		22,213	275,053	555,000	50%	273,823	534,874	100.4%
Planning								
Permits and Fees	General 100%	42,271	255,542	509,500	50%	205,770	628,498	124.2%
Charges for Services	General 100%	1,194	14,951	40,000	37%	14,839	30,088	100.8%
Total Planning		43,465	270,493	549,500	49%	220,609	658,586	122.6%
Building								
Permits and Fees	General 100%	57,054	310,295	614,500	50%	320,833	910,785	96.7%
Charges for Services	General 100%	402	2,736	6,500	42%	2,187	4,502	125.1%
Total Building		57,456	313,030	621,000	50%	323,020	915,287	96.9%
Charges for Services (Sales)								
(Excludes SDC's)	Electric	1,622,696	8,527,984	18,408,531	46%	8,564,437	17,375,916	99.6%
	Water	552,652	5,168,416	8,840,000	58%	5,159,619	8,399,651	100.2%
	Wastewater	536,079	3,242,375	6,040,000	54%	3,211,579	6,301,095	101.0%
	Stormwater	67,856	392,085	769,600	51%	394,681	793,847	99.3%
	Telecommunication	243,338	1,407,612	2,847,836	49%	1,380,312	2,780,392	102.0%
Total Sales		3,022,621	18,738,471	36,905,967	51%	18,710,628	35,650,901	100.1%
Interest	All Funds	141,736	578,413	343,480	168%	133,294	310,030	433.9%
Property Tax								
(Current Taxes)	General	111,525	11,811,339	12,307,258	96%	11,588,315	12,520,934	101.9%
	Debt Svcs	1,807	191,354	199,388	96%	198,720	213,734	96.3%
Total Taxes		113,332	12,002,692	12,506,646	96%	11,787,035	12,734,669	101.8%
Totals		$ 4,584,246	$ 38,613,596	$ 62,693,677	62%	$ 37,776,025	$ 65,512,553	102.2%

City of Ashland
Summary of Cash and Investments
as of December 31, 2022

Fund	Balance December 31, 2022	Balance December 31, 2021	Change From FY 2022
General Fund	$ 19,237,537	$ 17,320,682	$ 1,916,855
Parks General Fund	1,989,296	2,222,628	(233,332)
Tourism Fund	671,258	-	671,258
Housing Fund	275,797	220,133	55,663
Community Block Grant Fund	15,123	14,157	966
Reserve Fund	1,770,124	39,648	1,730,475
Street Fund	5,047,975	4,133,979	913,996
Airport Fund	282,730	192,684	90,046
Capital Improvements Fund	1,196,695	972,717	223,978
Parks Capital Improvements Fund	2,367,451	1,261,313	1,106,138
Debt Service Fund	796,803	789,297	7,505
Water Fund	13,578,581	12,584,677	993,903
Wastewater Fund	6,659,725	7,347,209	(687,485)
Storm Drain Fund	1,834,653	1,673,212	161,441
Electric Fund	5,435,090	3,312,047	2,123,043
Telecommunications Fund	2,503,722	2,007,613	496,108
Insurance Services Fund	697,317	351,493	345,824
Health Benefits Reserve Fund	2,196,883	1,707,729	489,154
Equipment Fund	6,279,334	4,945,381	1,333,952
Parks Equipment Fund	467,080	365,893	101,187
Cemetery Trust Fund	935,138	920,309	14,829
	$ 74,238,311	$ 62,382,804	$ 11,855,507
Total Cash Distribution	$ 74,238,311	$ 62,382,804	$ 11,855,507
Manner of Investment			
General Banking Accounts	$ 2,053,276	$ 10,653,365	$ (8,600,088)
Local Government Inv. Pool	55,072,568	51,729,439	3,343,129
City Investments	17,112,467	-	17,112,467
Total Cash and Investments	$ 74,238,311	$ 62,382,804	$ 11,855,507

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

	Administration Department	Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
GENERAL FUND	**Mayor & Council**									
	Personnel Services	$ 150,820	$ 152,916	98.6%	73,229	147,510	49.6%	$ 224,049	$ 298,330	75.1%
	Materials and Services	49,191	59,978	82.0%	39,398	80,935	48.7%	88,589	130,126	68.1%
		200,011	212,894	93.9%	112,627	228,445	49.3%	312,638	428,456	73.0%
GENERAL FUND	**Administration**									
	Personnel Services	440,858	620,564	71.0%	287,037	666,380	43.1%	727,895	1,107,237	65.7%
	Materials and Services	80,010	131,664.00	60.8%	31,993	156,973	20.4%	112,003	236,983	47.3%
		520,868	752,228	69.2%	319,030	823,353	38.7%	839,898	1,344,220	62.5%
GENERAL FUND	**Legal**									
	Personnel Services	289,440	431,873	67.0%	41,954	579,630	7.2%	331,394	869,070	38.1%
	Materials and Services	87,549	92,501	94.6%	87,211	97,453	89.5%	174,760	185,002	94.5%
		376,989	524,374	71.9%	129,165	677,083	19.1%	506,154	1,054,072	48.0%
GENERAL FUND	**Human Resources**									
	Personnel Services	282,579	378,091	74.7%	82,424	478,115	17.2%	365,003	760,694	48.0%
	Materials and Services	155,240	140,046	110.8%	80,767	135,480	59.6%	236,007	290,720	81.2%
		437,819	518,137	84.5%	163,191	613,595	26.6%	601,010	1,051,414	57.2%
GENERAL FUND	**Public Art**									
	Materials and Services	31,415	25,000	125.7%	865	18,585	4.7%	32,280	50,000	64.6%
		31,415	25,000	125.7%	865	18,585	4.7%	32,280	50,000	64.6%
GENERAL FUND	**RVTV**									
	Materials and Services	72,759	73,305	99.3%	19,390	76,050	25.5%	92,149	148,809	61.9%
		72,759	73,305	99.3%	19,390	76,050	25.5%	92,149	148,809	61.9%
GENERAL FUND	**Tourism**									
	Materials and Services	6,210	30,000	20.7%	3,358	53,790	6.2%	9,568	60,000	15.9%
		6,210	30,000	20.7%	3,358	53,790	6.2%	9,568	60,000	15.9%
GENERAL FUND	**Parking**									
	Materials and Services	175,929	200,000	88.0%	73,830	224,071	32.9%	249,759	400,000	62.4%
		175,929	200,000	88.0%	73,830	224,071	32.9%	249,759	400,000	62.4%
GENERAL FUND	**Economic Development**									
	Personnel Services	-	-	N/A	-	-	N/A	-	-	N/A
	Materials and Services	628,441	685,143	91.7%	32,458	137,182	23.7%	660,899	765,623	86.3%
		628,441	685,143	91.7%	32,458	137,182	23.7%	660,899	765,623	86.3%
	Totals for General Fund Admin									
	Personnel Services	1,163,697	1,583,444	73.5%	484,644	1,871,634	25.9%	1,648,341	3,035,331	54.3%
	Materials and Services	1,286,743	1,437,637	89.5%	369,271	980,520	37.7%	1,656,014	2,267,263	73.0%
		2,450,440	3,021,081	81.1%	853,915	2,852,154	29.9%	3,304,355	5,302,594	62.3%
GENERAL FUND	**Municipal Court**									
	Personnel Services	403,596	548,566	73.6%	182,900	694,850	26.3%	586,496	1,098,446	53.4%
	Materials and Services	34,986	14,437	242.3%	13,544	23,527	57.6%	48,530	58,513	82.9%
		438,582	563,003	77.9%	196,444	718,377	27.3%	635,026	1,156,959	54.9%
TOURISM FUND	**Tourism Fund**									
	Personnel Services	-	-		23,988	80,000	30.0%	23,988	80,000	30.0%
	Materials and Services	-	-		333,161	629,663	52.9%	333,161	629,663	52.9%
		-	-		357,149	709,663	50.3%	357,149	709,663	50.3%
ELECTRIC FUND	**Electric Conservation**									
	Personnel Services	317,457	446,371	71.1%	149,438	578,558	25.8%	466,896	896,015	52.1%
	Materials and Services	444,571	873,292	50.9%	203,345	1,102,013	18.5%	647,917	1,546,584	41.9%
	Debt Service	21,850	21,851	100.0%	-	21,852	0.0%	21,850	43,702	50.0%
		783,879	1,341,514	58.4%	352,784	1,702,422	20.7%	1,136,662	2,486,301	45.7%
HEALTH BENEFITS SERVICE FUND	**Health Benefits Fund**									
	Materials and Services	5,236,858	5,679,595	92.2%	2,517,823	6,448,322	39.0%	7,754,681	11,685,180	66.4%
		5,236,858	5,679,595	92.2%	2,517,823	6,448,322	39.0%	7,754,681	11,685,180	66.4%
	Totals									
	Personnel Services	1,884,750	2,578,381	73.1%	840,971	3,225,042	26.1%	2,725,721	5,109,792	53.3%
	Materials and Services	7,003,159	8,004,961	87.5%	3,437,143	9,184,044	37.4%	10,440,302	16,187,203	64.5%
	Debt Service	21,850	21,851	100.0%	-	21,852	0.0%	21,850	43,702	50.0%
	Total for Administration Department	**$ 8,909,759**	**$ 10,605,193**	**84.0%**	**$ 4,278,114**	**$ 12,430,938**	**34.4%**	**$ 13,187,873**	**$ 21,340,697**	**61.8%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Information Technology Department									
GENERAL FUND	**IT - Information Systems**									
	Personnel Services	$ 631,226	$ 988,336	63.9%	366,888	1,230,639	29.8%	$ 998,114	$ 1,861,865	53.6%
	Materials and Services	452,145	481,575	93.9%	196,908	511,005	38.5%	649,052	963,150	67.4%
	Capital Outlay	-	20,000	0.0%	-	40,000	0.0%	-	40,000	0.0%
		1,083,371	1,489,911	72.7%	563,796	1,781,644	31.6%	1,647,167	2,865,015	57.5%
TELECOMMUNICATION FUND	**IT - Telecommunications**									
	Personnel Services	717,620	912,269	78.7%	392,257	$ 1,114,074	35.2%	1,109,877	1,831,694	60.6%
	Materials and Services	982,284	1,146,108	85.7%	505,740	1,312,432	38.5%	1,488,024	2,294,716	64.8%
	M&S-Debt Service	518,816	518,816	100.0%	258,036	516,073	50.0%	776,853	1,034,889	75.1%
	Capital Outlay	-	62,500	0.0%	13,662	125,000	10.9%	13,662	125,000	10.9%
		2,218,720	2,639,693	84.1%	1,169,696	3,067,579	38.1%	3,388,415	5,286,299	64.1%
	Totals									
	Personnel Services	1,348,846	1,900,605	71.0%	759,146	2,344,713	32.4%	2,107,991	3,693,559	57.1%
	Materials and Services	1,953,244	2,146,499	91.0%	960,684	2,339,511	41.1%	2,913,929	4,292,755	67.9%
	Capital Outlay	-	82,500	0.0%	13,662	165,000	8.3%	13,662	165,000	8.3%
	Total Information Technology	**$ 3,302,090**	**$ 4,129,604**	**80.0%**	**$ 1,733,492**	**$ 4,849,223**	**35.7%**	**$ 5,035,582**	**$ 8,151,314**	**61.8%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Finance - Finance (non-operating)									
GENERAL FUND	**Band**									
	Personnel Services	$ 3,823	$ 3,895	98.2%	1,914	$ 4,045	47.3%	$ 5,737	$ 7,868	72.9%
	Materials and Services	29,015	54,876	52.9%	30,091	80,737	37.3%	59,106	109,752	53.9%
		32,838	58,771	55.9%	32,005	84,783	37.7%	64,842	117,620	55.1%
CAPITAL IMPROVEMENTS FUND	**SDC Parks**									
	Materials and Services	-	-	N/A	-	-	N/A	-	-	N/A
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		-	-	N/A	-	-	N/A	-	-	N/A
CAPITAL IMPROVEMENTS FUND	**Open Space-Parks**									
	Materials & Services	-	-	N/A	-	-	N/A	-	-	N/A
	Debt Service	-	-	N/A	-	-	N/A	-	-	N/A
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		-	-	N/A	-	-	N/A	-	-	N/A
DEBT SERVICE FUND	**General Obligation**									
	Materials and Services	-	-	N/A	-	-	N/A	-	-	N/A
	Debt Service	1,766,448	1,765,520	100.1%	1,341,162	1,765,523	76.0%	3,107,610	3,531,971	88.0%
		1,766,448	1,765,520	100.1%	1,341,162	1,765,523	76.0%	3,107,610	3,531,971	88.0%
INSURANCE SERVICE FUND	**Insurance Services**									
	Personnel Services	-	-	N/A	-	-	N/A	-	-	N/A
	Materials and Services	1,202,789	1,477,310	81.4%	1,293,665	1,882,981	68.7%	2,496,454	3,085,770	80.9%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		1,202,789	1,477,310	81.4%	1,293,665	1,882,981	68.7%	2,496,454	3,085,770	80.9%
	Totals									
	Personnel Services	3,823	3,895	98.2%	1,914	4,045	47.3%	5,736.69	7,868.13	72.9%
	Materials and Services	1,231,804	1,532,186	80.4%	1,323,756	1,963,718	67.4%	2,555,560	3,195,522	80.0%
	Capital Outlay	-	-	N/A		84,783	0.0%	-	-	N/A
	Debt Service	1,766,448	1,765,520	100.1%	1,341,162	1,765,523	76.0%	3,107,610	3,531,971	88.0%
	Total Finance (non-operating)	**$ 3,002,075**	**$ 3,301,601**	**90.9%**	**$ 2,666,831**	**$ 3,818,069**	**69.8%**	**$ 5,668,906**	**$ 6,735,361**	**84.2%**
	Finance - Finance (operating)									
GENERAL FUND	**Customer Information Services**									
	Personnel Services	$ 397,179	$ 520,040	76.4%	238,026	644,832	36.9%	$ 635,205	$ 1,042,011	61.0%
	Materials and Services	193,810	182,585	106.1%	100,737	173,169	58.2%	294,547	366,979	80.3%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		590,989	702,625	84.1%	338,763	818,001	41.4%	929,752	1,408,990	66.0%
GENERAL FUND	**Accounting**									
	Personnel Services	707,082	767,540	92.1%	363,062	833,474	43.6%	1,070,144	1,540,555	69.5%
	Materials and Services	201,990	216,733	93.2%	179,375	238,641	75.2%	381,366	440,631	86.5%
	Capital Outlay	-	(75,000)	0.0%	-	-	N/A	-	-	N/A
		909,072	909,273	100.0%	542,437	1,072,114	50.6%	1,451,509	1,981,186	73.3%
GENERAL FUND	**Administration**									
	Personnel Services	514,277	553,499	92.9%	84,308	658,570	12.8%	598,585	1,172,847	51.0%
	Materials and Services	491,046	437,627	112.2%	302,991	390,408	77.6%	794,037	881,454	90.1%
		1,005,323	991,126	101.4%	387,300	1,048,978	36.9%	1,392,622	2,054,301	67.8%
	Totals									
	Personnel Services	1,618,538	1,841,079	87.9%	685,396	2,136,876	32.1%	2,303,934	3,755,413	61.3%
	Materials and Services	886,846	836,945	106.0%	583,104	802,218	72.7%	1,469,950	1,689,064	87.0%
	Capital Outlay	-	(75,000)	0.0%	-	-	N/A	-	-	N/A
	Department (operating)	**$ 2,505,383**	**$ 2,603,024**	**96.2%**	**$ 1,268,500**	**$ 2,939,094**	**43.2%**	**$ 3,773,884**	**$ 5,444,477**	**69.3%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
GENERAL FUND	**City Recorder**									
	Personnel Services	$ 153,214	152,430	100.5%	78,940	$ 153,329	51.5%	$ 232,154	$ 306,544	75.7%
	Materials and Services	45,113	59,962	75.2%	25,315	35,918	70.5%	70,428	81,031	86.9%
	Total City Recorder	**$ 198,328**	**$ 212,392**	**93.4%**	**$ 104,254**	**$ 189,247**	**55.1%**	**$ 302,582**	**$ 387,575**	**78.1%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Police Department									
GENERAL FUND	**Administration**									
	Personnel Services	$ 354,072	$ 155,303	228.0%	186,625	$ 160,487	116.3%	$ 540,696	$ 514,559	105.1%
	Materials and Services	687,667	756,519	90.9%	521,101	841,626	61.9%	1,208,768	1,529,293	79.0%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		1,041,739	911,822	114.2%	707,725	1,002,113	70.6%	1,749,465	2,043,852	85.6%
GENERAL FUND	**Support**									
	Personnel Services	1,177,267	1,417,979	83.0%	422,258	1,632,118	25.9%	1,599,524	2,809,384	56.9%
	Materials and Services	401,384	447,999	89.6%	202,914	494,614	41.0%	604,298	895,998	67.4%
	Capital Outlay	7,350	-	N/A	-	-	N/A	7,350	-	N/A
		1,586,000	1,865,978	85.0%	625,172	2,126,732	29.4%	2,203,822	3,705,382	59.5%
GENERAL FUND	**Operations**									
	Personnel Services	3,717,372	4,204,573	88.4%	1,893,999	4,731,770	40.0%	5,611,371	8,449,142	66.4%
	Materials and Services	733,660	817,026	89.8%	345,634	812,359	42.5%	1,079,293	1,546,019	69.8%
		4,451,031	5,021,599	88.6%	2,239,633	5,544,130	40.4%	6,690,664	9,995,161	66.9%
	Total									
	Personnel Services	5,248,710	5,777,855	90.8%	2,502,882	6,524,375	38.4%	7,751,592	11,773,085	65.8%
	Materials and Services	1,822,711	2,021,544	90.2%	1,069,649	2,148,599	49.8%	2,892,360	3,971,310	72.8%
	Capital Outlay	7,350	-	N/A	-	-	N/A	7,350	-	N/A
	Total Police Department	**$ 7,078,771**	**$ 7,799,399**	**90.8%**	**$ 3,572,530**	**$ 8,672,974**	**41.2%**	**$ 10,651,301**	**$ 15,744,395**	**67.7%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Fire Department									
GENERAL FUND	**Administration**									
	Personnel Services	$ 588,126	$ 138,193	425.6%	312,196	$ (87,586)	-356.4%	$ 900,322	$ 500,540	179.9%
	Materials and Services	79,219	101,714	77.9%	35,476	124,883	28.4%	114,695	204,102	56.2%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		667,345	239,907	278.2%	347,672	37,297	932.2%	1,015,017	704,642	144.0%
GENERAL FUND	**Operations**									
	Personnel Services	5,478,116	5,929,359	92.4%	2,919,192	6,285,947	46.4%	8,397,309	11,764,063	71.4%
	Materials and Services	2,178,895	2,236,715	97.4%	1,156,554	2,094,273	55.2%	3,335,449	4,273,168	78.1%
	Capital Outlay	-	-	N/A	700,000	700,000	100.0%	700,000	700,000	100.0%
		7,657,011	8,166,074	93.8%	4,775,746	9,080,220	52.6%	12,432,757	16,737,231	74.3%
GENERAL FUND	**Forest Interface**									
	Personnel Services	401,089	371,663	107.9%	238,745	201,506	118.5%	639,834	602,595	106.2%
	Materials and Services	526,889	1,868,282	28.2%	192,887	2,561,855	7.5%	719,776	3,088,744	23.3%
		927,978	2,239,945	41.4%	431,632	2,763,361	15.6%	1,359,610	3,691,339	36.8%
GENERAL FUND	**Fire & Life Safety Division**									
	Personnel Services	14,534	330,621	4.4%	68,697	501,288	13.7%	83,231	515,822	16.1%
	Materials and Services	63,568	132,533	48.0%	54,726	199,622	27.4%	118,294	263,190	44.9%
		78,102	463,154	16.9%	123,422	700,910	17.6%	201,524	779,012	25.9%
	Total									
	Personnel Services	6,481,865	6,769,836	95.7%	3,538,830	6,901,156	51.3%	10,020,684	13,383,020	74.9%
	Materials and Services	2,848,571	4,339,244	65.6%	1,439,643	4,980,633	28.9%	4,288,214	7,829,204	54.8%
	Capital Outlay	-	-	N/A	700,000	700,000	100.0%	700,000	700,000	100.0%
	Total Fire Department	**$ 9,330,436**	**$ 11,109,080**	**84.0%**	**$ 5,678,472**	**$ 12,581,789**	**45.1%**	**$ 15,008,908**	**$ 21,912,224**	**68.5%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Public Works Department									
GENERAL FUND	**Support**									
	Personnel Services	$ 1,347,324	$ 1,493,558	90.2%	$ 658,543	$ 1,733,009	$ 0	$ 2,005,867	$ 3,080,334	65.1%
	Materials and Services	163,244	256,888	63.5%	99,113	350,532	28.3%	262,357	513,776	51.1%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		1,510,568	1,750,446	86.3%	757,656	2,083,541	36.4%	2,268,224	3,594,110	63.1%
GENERAL FUND	**Cemetery**									
	Personnel Services	250,952	256,029	98.0%	132,955	262,483	1	383,907	513,435	74.8%
	Materials and Services	140,882	211,835	66.5%	83,356	295,824	28.2%	224,239	436,706	51.3%
	Capital Outlay	1,088	(2,200)	-49.5%	56	56,712	0.1%	1,144	57,800	2.0%
		392,922	465,664	84.4%	216,367	615,019	35.2%	609,290	1,007,941	60.4%
GENERAL FUND	**Facility Maintenance**									
	Personnel Services	257,265	272,014	94.6%	145,047	287,989	50.4%	402,312	545,254	73.8%
	Materials and Services	700,216	603,199	116.1%	348,534	521,917	66.8%	1,048,751	1,222,133	85.8%
	Capital Outlay	6,109	250,000	2.4%	-	493,891	0.0%	6,109	500,000	1.2%
		963,590	1,125,213	85.6%	493,581	1,303,797	37.9%	1,457,172	2,267,387	64.3%
	Totals for General Fund									
	Personnel Services	1,855,541	2,021,601	91.8%	936,545	2,283,481	41.0%	2,792,086	4,139,023	67.5%
	Materials and Services	1,004,343	1,071,922	93.7%	531,003	1,168,272	45.5%	1,535,346	2,172,615	70.7%
	Capital Outlay	7,197	247,800	2.9%	56	550,603	0.0%	7,253	557,800	1.3%
		2,867,081	3,341,323	85.8%	1,467,604	4,002,357	36.7%	4,334,685	6,869,438	63.1%
STREET FUND	**Grounds Maintenance**									
	Materials and Services	235,837	270,000	87.3%	130,412	313,433	41.6%	366,248	549,270	66.7%
		235,837	270,000	87.3%	130,412	313,433	41.6%	366,248	549,270	66.7%
STREET FUND	**Street Operations**									
	Personnel Services	891,792	1,142,253	78.1%	494,888	1,399,391	35.4%	1,386,681	2,291,183	60.5%
	Materials and Services	2,412,060	2,671,242	90.3%	1,214,421	3,327,321	36.5%	3,626,482	5,739,381	63.2%
	Capital Outlay	767,189	5,095,415	15.1%	473,843	6,237,003	7.6%	1,241,032	7,004,192	17.7%
	Debt Service	80,563	81,963	98.3%	74,931	82,964	90.3%	155,494	163,526	95.1%
		4,151,604	8,990,873	46.2%	2,258,084	11,046,678	20.4%	6,409,688	15,198,282	42.2%
STREET FUND	**SDC Transportation**									
	Materials and Services	-	150,000	0.0%	-	300,000	0.0%	-	300,000	0.0%
	Capital Outlay	2,364	53,377	4.4%	-	265,673	0.0%	2,364	268,037	0.9%
	Debt Service	-	-	N/A	-	-	N/A	-	-	N/A
		2,364	203,377	1.2%	-	565,673	0.0%	2,364	568,037	0.4%
STREET FUND	**LID's**									
	Materials and Services	-	-	N/A	-	-	N/A	-	-	N/A
		-	-	N/A	-	-	N/A	-	-	N/A
	Totals for Street Fund									
	Personnel Services	891,792	1,142,253	78.1%	494,888	1,399,391	35.4%	1,386,681	2,291,183	60.5%
	Materials and Services	2,647,897	3,091,242	85.7%	1,344,833	3,940,754	34.1%	3,992,730	6,588,651	60.6%
	Capital Outlay	769,553	5,148,792	14.9%	473,843	6,502,676	7.3%	1,243,396	7,272,229	17.1%
	Debt Service	80,563	81,963	98.3%	74,931	82,964	90.3%	155,494	163,526	95.1%
		4,389,805	9,464,250	46.4%	2,388,496	11,925,784	20.0%	6,778,301	16,315,589	41.5%
AIRPORT FUND	**Airport**									
	Materials and Services	91,626	91,626	100.0%	39,134	91,771	42.6%	130,761	183,398	71.3%
	Capital Outlay	328,977	323,000	101.9%	50,231	2,672,023	1.9%	379,208	3,001,000	12.6%
	Debt Service	-	-	N/A	-	-	N/A	-	-	N/A
		420,604	414,626	101.4%	89,365	2,763,794	3.2%	509,969	3,184,398	16.0%
CAPITAL IMPROVEMENTS FUND	**Contruction**									
	Capital Outlay	-	895,000	0.0%	12,470	1,179,249	1.1%	12,470	1,179,249	1.1%
		-	895,000	0.0%	12,470	1,179,249	1.1%	12,470	1,179,249	1.1%
WATER FUND	**Water Conservation**									
	Personnel Services	-	116,876	0.0%	-	234,262	0.0%	-	234,262	0.0%
	Materials and Services	127,393	167,884	75.9%	63,684	206,775	30.8%	191,077	334,168	57.2%
		127,393	284,760	44.7%	63,684	441,036	14.4%	191,077	568,430	33.6%
WATER FUND	**Water - Supply**									
	Materials and Services	706,051	577,215	122.3%	402,275	573,379	70.2%	1,108,325	1,279,430	86.6%
	Capital Outlay	436,362	3,206,170	13.6%	39,727	6,188,808	0.6%	476,090	6,625,170	7.2%
	Debt Service	127,775	127,956	99.9%	127,843	127,957	99.9%	255,618	255,732	100.0%
		1,270,188	3,911,341	32.5%	569,845	6,890,144	8.3%	1,840,033	8,160,332	22.5%
WATER FUND	**Water Distribution**									
	Personnel Services	1,193,727	1,237,625	96.5%	581,782	1,288,678	45.1%	1,775,510	2,482,405	71.5%
	Materials and Services	2,353,142	2,476,232	95.0%	1,245,799	2,581,952	48.3%	3,598,941	4,935,084	72.9%
	Capital Outlay	139,425	4,775,400	2.9%	34,278	5,800,275	0.6%	173,703	5,939,700	2.9%
	Debt Service	267,260	267,261	100.0%	259,071	269,198	96.2%	526,331	536,458	98.1%
		3,953,555	8,756,518	45.1%	2,120,930	9,940,102	21.3%	6,074,485	13,893,657	43.7%
WATER FUND	**Water Treatment Plant**									
	Personnel Services	776,640	855,872	90.7%	355,211	941,264	37.7%	1,131,851	1,717,904	65.9%
	Materials and Services	611,874	830,863	73.6%	325,579	1,050,252	31.0%	937,454	1,662,126	56.4%
	Capital Outlay	23,290	2,432,000	1.0%	628,110	16,086,955	3.9%	651,400	16,294,000	4.0%
	Debt Service	72,662	75,195	96.6%	72,882	261,483	27.9%	145,544	150,390	96.8%
		1,484,467	4,193,930	35.4%	1,381,782	18,339,953	7.5%	2,866,248	19,824,420	14.5%

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
WATER FUND	**Water Improvement SDC**									
	Materials and Services	14,445	150,000	9.6%	-	135,555	0.0%	14,445	150,000	9.6%
	Capital Outlay	74,163	795,100	9.3%	74,065	2,852,137	2.6%	148,228	2,926,300	5.1%
	Debt Service	180,451	180,452	100.0%	98,694	180,575	54.7%	279,145	361,026	77.3%
		269,059	1,125,552	23.9%	172,759	3,168,267	5.5%	441,818	3,437,326	12.9%
WATER FUND	**Water SDC**									
	Materials and Services	-	150,000	0.0%	-	300,000	0.0%	-	300,000	0.0%
	Debt Service	33,390	33,390	100.0%	33,633	33,390	100.7%	67,023	66,780	100.4%
		33,390	183,390	18.2%	33,633	33,390	100.7%	67,023	66,780	100.4%
	Totals for Water Fund									
	Personnel Services	1,970,368	2,210,373	89.1%	936,993	2,464,203	38.0%	2,907,361	4,434,571	65.6%
	Materials and Services	3,812,905	4,352,194	87.6%	2,037,337	4,847,913	42.0%	5,850,243	8,660,818	67.5%
	Capital Outlay	673,241	11,208,670	6.0%	776,179	30,928,174	2.5%	1,449,420	31,785,170	4.6%
	Debt Service	681,538	684,254	99.6%	464,280	872,603	53.2%	1,273,661	1,370,386	92.9%
		7,138,052	18,455,491	38.7%	4,214,789	39,112,893	10.8%	11,480,684	46,250,945	24.8%
WASTEWATER FUND	**Wastewater Collections**									
	Personnel Services	705,929	726,485	97.2%	385,987	751,058	51.4%	1,091,916	1,456,987	74.9%
	Materials and Services	1,517,487	1,580,507	96.0%	807,632	1,612,541	50.1%	2,325,119	3,130,028	74.3%
	Capital Outlay	35,616	513,600	6.9%	3,619	991,584	0.4%	39,235	1,027,200	3.8%
	Debt Service	46,056	46,857	98.3%	42,828	125,609	34.1%	88,884	92,914	95.7%
		2,305,088	2,867,449	80.4%	1,240,066	3,480,792	35.6%	3,545,154	5,707,129	62.1%
WASTEWATER FUND	**Wastewater Treatment Plant**									
	Personnel Services	925,289	927,425	99.8%	503,057	936,213	53.7%	1,428,346	1,861,502	76.7%
	Materials and Services	1,642,940	1,829,590	89.8%	883,744	2,076,561	42.6%	2,526,685	3,719,501	67.9%
	Capital Outlay	1,166,425	4,484,150	26.0%	1,951,480	4,584,024	42.6%	3,117,906	7,374,200	42.3%
	Debt Service	128,797	129,337	99.6%	61,088	1,674,337	3.6%	189,885	258,134	73.6%
		3,863,452	7,370,502	52.4%	3,399,370	9,271,134	36.7%	7,262,822	13,213,337	55.0%
WASTEWATER FUND	**Wastewater Reimbursement SDC**									
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
	Debt Service	-	-	N/A	-	-	N/A	-	-	N/A
		-	-	N/A	-	-	N/A	-	-	N/A
WASTEWATER FUND	**Wastewater Improvement SDC**									
	Materials and Services	150,019	350,000	42.9%	8,587	549,981	1.6%	158,605	700,000	22.7%
	Capital Outlay	15,366	1,735,750	0.9%	46,778	2,701,734	1.7%	62,144	2,717,100	2.3%
		165,385	2,085,750	7.9%	55,365	3,251,715	1.7%	220,749	3,417,100	6.5%
	Totals for Wastewater Fund									
	Personnel Services	1,631,218	1,653,910	98.6%	889,044	1,687,271	52.7%	2,520,262	3,318,489	75.9%
	Materials and Services	3,310,446	3,760,097	88.0%	1,699,963	4,239,083	40.1%	5,010,409	7,549,529	66.4%
	Capital Outlay	1,217,407	6,733,500	18.1%	2,001,877	8,277,342	24.2%	3,219,285	11,118,500	29.0%
	Debt Service	174,853	176,194	99.2%	103,916	1,799,946	5.8%	278,769	351,048	79.4%
		6,333,925	12,323,701	51.4%	4,694,800	16,003,641	29.3%	11,028,725	22,337,566	49.4%
STORMWATER FUND	**Storm Drain**									
	Personnel Services	353,659	482,365	73.3%	143,392	613,931	23.4%	497,051	967,590	51.4%
	Materials and Services	351,664	390,213	90.1%	180,854	430,862	42.0%	532,518	782,526	68.1%
	Capital Outlay	17,255	432,538	4.0%	-	640,283	0.0%	17,255	657,538	2.6%
	Debt Service	11,550	11,750	98.3%	10,725	11,750	91.3%	22,275	23,300	95.6%
		734,128	1,316,866	55.7%	334,972	1,696,825	19.7%	1,069,100	2,430,954	44.0%
STORMWATER FUND	**SDC Storm Drain**									
	Materials and Services	12,120	275,000	4.4%	-	537,880	0.0%	12,120	550,000	2.2%
	Capital Outlay	-	57,712	0.0%	-	57,712	0.0%	-	57,712	0.0%
		12,120	332,712	3.6%	-	595,592	0.0%	12,120	607,712	2.0%
	Totals for Stromdrain Fund									
	Personnel Services	353,659	482,365	73.3%	143,392	613,931	23.4%	497,051	967,590	51.4%
	Materials and Services	363,784	665,213	54.7%	180,854	968,742	18.7%	544,638	1,332,526	40.9%
	Capital Outlay	17,255	490,250	3.5%	-	697,995	0.0%	17,255	715,250	2.4%
	Debt Service	11,550	11,750	98.3%	10,725	11,750	91.3%	22,275	23,300	95.6%
		746,248	1,649,578	45.2%	334,972	2,292,417	14.6%	1,081,220	3,038,666	35.6%

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Electric Department									
ELECTRIC FUND	**Electric Supply**									
	Personnel Services	$ -	$ -	N/A	-	$ -	N/A	$ -	$ -	N/A
	Materials and Services	6,775,000	7,590,000	89.3%	2,607,145	8,553,500	30.5%	9,382,144	15,328,500	61.2%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		6,775,000	7,590,000	89.3%	2,607,145	8,553,500	30.5%	9,382,144	15,328,500	61.2%
ELECTRIC FUND	**Electric Distribution**									
	Personnel Services	2,821,995	3,156,472	89.4%	1,518,036	3,522,501	43.1%	4,340,031	6,344,496	68.4%
	Materials and Services	4,596,352	4,862,819	94.5%	2,283,013	4,956,090	46.1%	6,879,365	9,552,442	72.0%
	Capital Outlay	238,256	975,000	24.4%	1,014,035	1,011,744	100.2%	1,252,292	1,250,000	100.2%
		7,656,603	8,994,291	85.1%	4,815,084	9,490,335	50.7%	12,471,688	17,146,938	72.7%
ELECTRIC FUND	**Electric Transmission**									
	Materials and Services	1,002,989	1,100,000	91.2%	411,814	1,224,511	33.6%	1,414,803	2,227,500	63.5%
	Debt Service	-	221,812	0.0%	-	443,624	0.0%	-	443,624	0.0%
		1,002,989	1,321,812	75.9%	411,814	1,668,135	24.7%	1,414,803	2,671,124	53.0%
	Totals									
	Personnel Services	2,821,995	3,156,472	89.4%	1,518,036	3,522,501	43.1%	4,340,031	6,344,496	68.4%
	Materials and Services	12,374,340	13,552,819	91.3%	5,301,972	14,734,102	36.0%	17,676,312	27,108,442	65.2%
	Capital Outlay	238,256	975,000	24.4%	1,014,035	1,011,744	100.2%	1,252,292	1,250,000	100.2%
	Debt Service	-	221,812	0.0%	-	443,624	0.0%	-	443,624	0.0%
	Total Electric Department	**$ 15,434,592**	**$ 17,906,103**	**86.2%**	**$ 7,834,043**	**$ 19,711,970**	**39.7%**	**$ 23,268,635**	**$ 35,146,562**	**66.2%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

		Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
	Parks Department									
PARKS - GENERAL FUND	**Parks Division**									
	Personnel Services	$ 2,016,301	$ 1,812,211	111.3%	$ 1,010,569	$ 1,982,551	51.0%	$ 3,026,870	$ 3,998,852	75.7%
	Materials and Services	2,310,416	2,345,878	98.5%	1,232,349	2,469,121	49.9%	3,542,765	4,779,537	74.1%
	Capital Outlay	97,004	102,700	94.5%	20,190.00	55,696	36.3%	117,194	152,700	76.7%
		4,423,720	4,260,789	103.8%	2,263,109	4,507,368	50.2%	6,686,829	8,931,089	74.9%
PARKS - GENERAL FUND	**Recreation Division**									
	Personnel Services	824,867	942,561	87.5%	431,387	1,027,013	42.0%	1,256,254	1,851,880	67.8%
	Materials and Services	232,724	279,997	83.1%	133,036	368,600	36.1%	365,760	598,324	61.1%
		1,057,591	1,222,558	86.5%	564,423	1,395,613	40.4%	1,622,014	2,450,204	66.2%
PARKS - GENERAL FUND	**Golf Division**									
	Personnel Services	400,384	413,908	96.7%	117,037	451,893	25.9%	517,421	852,277	60.7%
	Materials and Services	218,128	150,124	145.3%	53,838	91,445	58.9%	271,966	307,373	88.5%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		618,511	564,032	109.7%	170,875	543,338	31.4%	789,387	1,159,650	68.1%
PARKS - GENERAL FUND	**Senior Services Division**									
	Personnel Services	317,506	288,630	110.0%	139,978	321,098	43.6%	457,484	638,605	71.6%
	Materials and Services	51,214	71,614	71.5%	23,181	77,193	30.0%	74,395	123,464	60.3%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		368,720	360,244	102.4%	163,159	398,291	41.0%	531,879	762,069	69.8%
PARKS - GENERAL FUND	**Parks Forestry Division**									
	Personnel Services	431,926	574,813	75.1%	231,467	659,081	35.1%	663,392	1,091,007	60.8%
	Materials and Services	55,386	82,650	67.0%	7,419	106,112	7.0%	62,805	160,420	39.2%
	Capital Outlay	-	-	N/A	-	-	N/A	-	-	N/A
		487,312	657,463	74.1%	238,885	765,192	31.2%	726,197	1,251,427	58.0%
	Totals for Parks General Fund									
	Personnel Services	3,990,983	4,032,123	99.0%	1,930,437	4,441,636	43.5%	5,921,421	8,432,620	70.2%
	Materials and Services	2,867,868	2,930,263	97.9%	1,449,824	3,112,471	46.6%	4,317,691	5,969,118	72.3%
	Capital Outlay	97,004	102,700	94.5%	20,190	55,696	36.3%	117,194	152,700	76.7%
		6,955,855	7,065,086	98.5%	3,400,451	7,609,804	44.7%	10,356,306	14,554,438	71.2%
PARKS - CAPITAL IMPROVEMENTS FUNI	**CIP**									
	Personnel Services	-	-	N/A	-	-	N/A	-	-	N/A
	Materials and Services	-	202,000	0.0%	-	404,000	0.0%	-	404,000	0.0%
	Capital Outlay	924,784	2,850,500	32.4%	499,821	8,910,716	5.6%	1,424,605	9,835,500	14.5%
		924,784	3,052,500	30.3%	499,821	9,314,716	5.4%	1,424,605	10,239,500	13.9%
PARKS - EQUIPMENT FUND	**Equipment**									
	Materials and Services	-	-	N/A	-	-	N/A	-	-	N/A
	Capital Outlay	90,155	50,000	180.3%	-	59,845	0.0%	90,155	150,000	60.1%
		90,155	50,000	180.3%	-	59,845	0.0%	90,155	150,000	60.1%
	Totals									
	Personnel Services	3,990,983	4,032,123	99.0%	1,930,437	3,461,457	55.8%	5,921,421	8,432,620	70.2%
	Materials and Services	2,867,868	3,132,263	91.6%	1,449,824	3,333,167	43.5%	4,317,691	6,373,118	67.7%
	Capital Outlay	1,111,943	3,003,200	37.0%	520,011	9,026,257	5.8%	1,631,954	10,138,200	16.1%
	Total Parks Department	**$ 7,970,794**	**$ 10,167,586**	**78.4%**	**$ 3,900,272**	**$ 15,820,881**	**24.7%**	**$ 11,871,066**	**$ 24,943,938**	**47.6%**

City of Ashland
Departmental Expense Report
as of December 31, 2022
(75% of Biennium)

	Year-To-Date Expenditures	Year 1 Budget	Percent Expended	Year-To-Date Expenditures	Year 2 (Net Budget)	Percent Expended	Biennium Expenditures	Biennium Budget	Percent Expended
Personnel Services	32,720,537	36,352,349	90.0%	16,500,954	39,462,480	41.8%	49,221,491	73,163,196	67.3%
Materials and Services	44,824,913	51,260,473	87.4%	22,475,505	56,315,328	39.9%	67,300,418	101,771,431	66.1%
Capital Outlay	4,764,850	30,737,112	15.5%	6,520,382	63,525,153	10.3%	11,285,232	71,191,198	15.9%
Debt Service	2,736,802	2,963,344	92.4%	2,122,857	4,998,261	42.5%	4,859,659	5,927,557	82.0%
	-			-			-		
	$ 85,047,101	$ 121,313,278	70.1%	$ 47,619,698	$ 164,301,222	29.0%	$ 132,666,799	$ 252,053,382	52.6%

Council Business Meeting

February 21, 2023

Agenda Item	Acceptance of Public Arts Mural on the Elks Building at 247 E. Main Street	
From	Brandon Goldman	Title: Interim Community Development Director
Contact	Brandon.goldman@ashland.or.us 541-552-2076	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☒	

SUMMARY

The Council is being asked to approve the installation of the "Where the Crow Lights" mural by artist John Pugh as Public Art upon the western wall of the Elks Building at 247 E Main Street.

POLICIES, PLANS & GOALS SUPPORTED

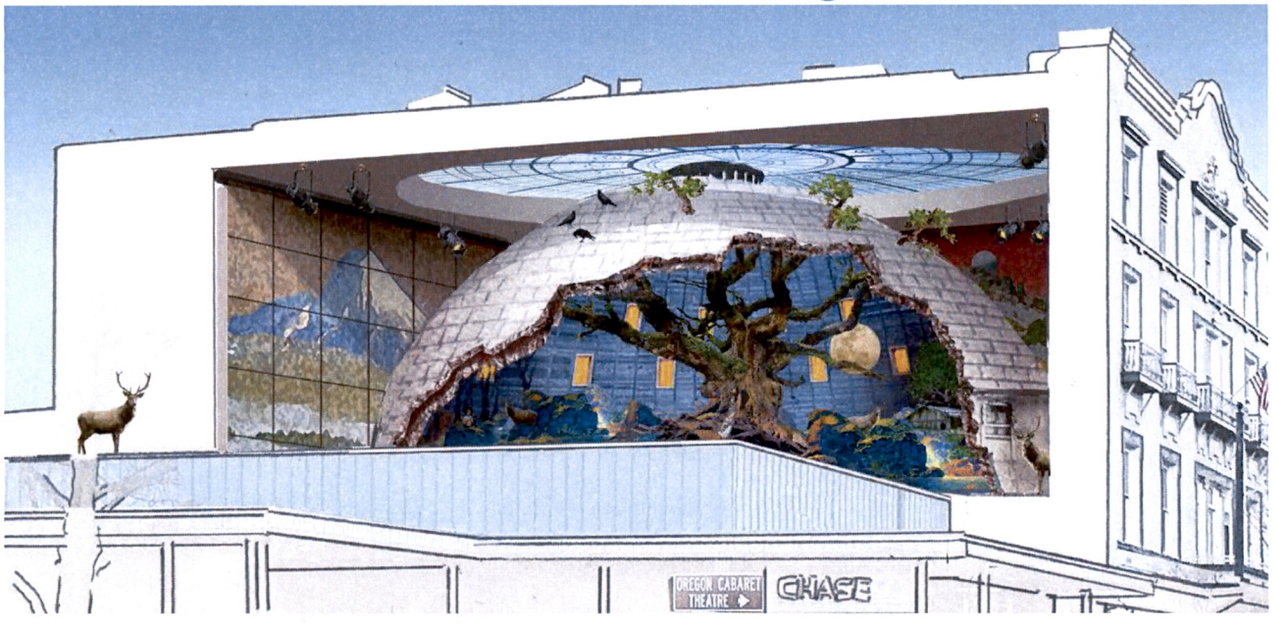
- Resolution No. 2016-29: A Resolution Adopting Guidelines for the Creation And Installation Of Mural
  - Public Arts Murals Guidelines and Process
- Public Arts Master Plan
- Comprehensive Plan – Transportation Element: Policy #7 Encourage public art along multi-modal travel corridors.

BACKGROUND AND ADDITIONAL INFORMATION

The Public Arts Advisory Committee (PAAC) was approached by the muralist John Pugh about the proposal in September and October of 2022. Following a series of refinements based on suggestions from the PAAC and the Historic Preservation Advisory Committee Mr. Pugh presented the resulting concept to both committees in December 2023.

John Pugh is an accomplished muralist well-known in the arena of public art for his works done throughout the world. He has gained recognition for his unique and innovative trompe l'oeil style featuring realistic architectural elements and optical illusions of depth and perspective. Pugh's style is characterized by his attention to detail and realistic representation of texture, light, and shadow. He creates a sense of depth and perspective in his murals, making it appear as though the scene depicted is real and exists beyond the wall.

The proposed mural for the wall of the Elk's Building in downtown Ashland incorporated a "production set theme" focused on the story of Ashland's Lithia Park. The central dome is representative of the historic Chautauqua dome that once stood in the park. The interior of the dome evokes landscape imagery reminiscent of "A Midsummer Night's Dream" with painted theatrical lights pointing at the scene to evoke a stage like presentation. Allegorical figures and animals set this environment and include a Native American woman adorned in native Takelma dress, crows representing the original name of the area "K'wakhakha, "Where the Crow lights" perch atop the dome, and natural features such as Mt. McLaughlin (Klamath name: M'laiksini Yaina), and Mount Ashland, are visible in the background.



Conceptual illustration of the proposed mural on the west wall of 247 E Main. Street



Detail

The Public Art Advisory Committee (PAAC) initially reviewed the concept initially at their meeting on April 15, 2022, and reviewed examples of John Pugh's completed public art works which demonstrate how the architectural illusions presented appear in real world settings. The PAAC recommended for approval (5-1) of the mural at their meeting on October 21, 2022.

The Historic Preservation Advisory Committee (HPAC) reviewed the proposed mural at multiple meetings over the course of 2022. On April 6th, 2022 the HPAC reviewed an early iteration of the mural concept in relation to the City's Public Art Murals Guidelines and Process which stipulates that murals proposed for installation on the exterior of structures listed on the National Register of Historic Places, or upon a contributing property within a Historic District such as 247 E. Main Street, be forwarded to the HPAC for review. The HPAC is charged to provide their recommendations to the City Council and Public Arts Advisory Committee. The HPAC reviewed the revised proposal on December 7th, 2022 and voted (5 -1) to approve both the location and the content presented in the mural concept, and recommend approval to the City Council and PAAC.

FISCAL IMPACTS

The mural is offered to the City as a gift, The proposed mural is to be funded through private fundraising efforts and or grant support. If the gift is approved, the city would accept the artwork and would be responsible for its maintenance and conservation, including regular cleaning and upkeep, and any necessary repairs or restoration.

DISCUSSION QUESTIONS

Does the Council find the proposed mural adequately addresses the criteria for approval of wall murals as public art as outlined in the City's Public Art Murals Guidelines and Process document?

- Work that is of enduring value for including in the City's public art collection.
- Visual imagery that enhances the aesthetic experience within the City and the character and nature of the site.
- Visual imagery that is appropriate for all audiences (not reflecting partisan politics or containing sexual or religious content or expressing a commercial aspect, etc.).
- Artwork that is appropriately designed for all view points to the mural (by pedestrians, from moving vehicles, seated audiences, etc.).
- Artwork that is appropriately sited for directional exposure to minimize fading of colors.
- Suitability of the wall surface to receive all materials that are to be used to execute the mural including the wall preparation material.
- Work that is appropriate in scale to the building and to the site.
- All installation and technical issues.

SUGGESTED NEXT STEPS

The Public Arts and Historic Preservation Advisory Committees both recommend the Council accept the proposed mural into the public art collection upon completion with the potential motion below:

I move to accept the proposed mural "*Where the Crows Light*" into the City of Ashland's public art collection upon completion.

REFERENCES & ATTACHMENTS

Public Art Mural Packet submittal by John Pugh

- Itemized Budget Estimate - Downtown Ashland Elks Mural Proposal
- Mural Durability fact sheet (B-72 coating)
- John Pugh Mural Commissions (Partial Listing) and public art installation photo examples

CITY OF
ASHLAND

Public Art Mural Packet

Thank you for your interest in the process for executing exterior murals on public or private property in within the City of Ashland. The attached documents are intended to assist applicants through the approval and installation process.

- Guidelines and Process for executing/installing an exterior mural in the City of Ashland
- Public Art Mural Application
- Art Agreement between City of Ashland and Property Owner

Updated Nov. 2016

CITY OF
ASHLAND

Public Art Murals
Guidelines and Process

The Ashland Municipal Code requires that exterior murals must be approved by the Public Art Commission (PAC) whose role is to ensure that each project aesthetically enhances its location and surroundings. The costs associated with developing and executing/installing a mural are the responsibility of the applicant and/or property owner of the wall where the proposed mural will be installed.

To simplify this document, the word 'mural' refers to artwork that is painted on an exterior wall and other works of art affixed to an exterior wall.

Overview

- The approval process for executing/installing murals on public or private property within the City of Ashland is administered by the City of Ashland staff liaison to the Public Art Commission.
- Applicants without professional mural experience may apply but should partner with a professional muralist.
- Applicant must provide a budget for the project and if the project is approved funding must be in place before work can begin.
- Proposed murals are reviewed by the PAC, by the Historic Commission if required, and if recommended by the PAC, approved by the City Council.
- Murals shall not be considered for installation on building facades with a public entrance in historic districts.
- Murals may be considered for installation on building with a public entrance outside historic districts.
- Murals shall not be proposed for installation on an unpainted façade surface (natural brick, stone) of a historic building.
- All property owners must sign an Art Agreement to be included with the Public Art Mural application agreeing to transfer ownership of the mural to the City pending approval of the proposed mural by the City Council.
- All murals approved through this process become part of the City's public art collection for as long as the Art Agreement remains in effect.

- The number of murals per block may be limited.
- Historically significant murals (including historic advertisements) shall not be painted over, even if faded.
- To the extent practicable, murals shall be applied only to the flat planes of walls.
- Imitative materials including but not limited to asphalt siding, wood textured aluminum, and artificial stone should be avoided on murals within historic districts.
- All applicants are required to meet with the staff liaison at least one month prior to submitting an application. To schedule an appointment, contact Public Arts Commission Staff Liason at 541-488-5305.

Murals on Historic Buildings

- Murals proposed for installation on the exterior of structures listed on the National Register of Historic Places or to a contributing property within a Historic District on the National Register of Historic Places will be forwarded to the Historic Commission for review.
- The Historic Commission will review the proposal using criteria standards stated in the Ashland Municipal Code and provide their comments to the City Council and to the Public Art Commission.

Criteria for Approval of Wall Murals

The mural should be a professionally designed, original work of exceptional quality with consideration of the following criteria:

- Work that is of enduring value for including in the City's public art collection.
- Visual imagery that enhances the aesthetic experience within the City and the character and nature of the site.
- Visual imagery that is appropriate for all audiences (not reflecting partisan politics or containing sexual or religious content or expressing a commercial aspect, etc.).
- Artwork that is appropriately designed for all view points to the mural (by pedestrians, from moving vehicles, seated audiences, etc.).
- Artwork that is appropriately sited for directional exposure to minimize fading of colors.
- Suitability of the wall surface to receive all materials that are to be used to execute the mural including the wall preparation material.
- Work that is appropriate in scale to the building and to the site.
- All installation and technical issues.

Mural Design Application

Applicants (artist, property owner, etc.) intending to execute/install a mural on an exterior wall that is visible from a public-right-of-way and within the boundaries of the City of Ashland must apply for approval through the following process. Applicant shall:

a. Schedule an appointment and meet with the staff liaison to the PAC for an informational overview of the process and initial review of the proposed project.
b. Complete and submit a Public Art Mural application.
c. Submit a signed Art Agreement from the property owner.
d. Prepare a mural presentation package as described in *Mural Design Presentation and Review.*
e. Schedule an appointment for PAC review of mural package at a public Commission meeting.
f. Submit a complete Mural Presentation package to staff 10 days prior to PAC review. Only packages that are totally complete will be accepted for review.

Mural Design Presentation and Review

The proposed mural application will be presented to the Public Art Commission at their monthly public meeting.

- **Initial PAC Presentation Meeting**

  Presentation materials for the initial meeting must include:

  a. Photos of the proposed location of the mural including all wall features and features immediately adjacent to the proposed mural site; complete wall measurements.
  b. Professional portfolio of the lead artist's mural work including examples of the artist's demonstrated ability from prior projects to carry out the project as designed.
  c. A color drawing at ½ inch scale that adequately illustrates the proposed mural including actual color, finishes and materials samples with their locations designated on the mural drawing,
  d. Verbal explanation of imagery concept including:
     - how the artwork enhances the existing character of the site through scale, color, material, texture, and content,
     - how the mural considers the social dynamics of the location, and
     - how the artwork considers the historical, geographical and cultural features of the site as well as its relationship to existing architecture and landscaping.
  e. Statement regarding the durability of the artwork and its potential to require ongoing maintenance.
  f. Art Agreement signed by the property owner.

- **Preliminary Design Approval**

  Generally, the PAC review and preliminary approval for the applicant to move forward with the proposed mural concept occurs at the regularly scheduled monthly PAC meeting

following the applicant's initial presentation. Staff will notify the applicant of the Commission's decision and if necessary, schedule a date for the second design meeting.

NOTE: *If the mural is proposed for installation on the exterior of structures listed on the National Register of Historic Places or to a contributing property within a Historic District on the National Register of Historic Places the proposal will be forwarded to the Historic Commission for review. See* ***Murals on Historic Buildings*** *above.*

- **Second PAC Presentation Meeting**
  Following preliminary approval of the mural concept, the applicant may be asked to attend a meeting to present the following:
  a. A color elevation drawn and gridded to ½ inch scale to illustrate how the mural concept will be translated to the site wall.
  b. Any additional information requested by the PAC.

Design Approval by City Council

- Following final design approval by the PAC and review by the Historic Commission, if required, the Commission will forward the mural concept to the City Council for approval.
- Once final approval is granted by the City Council, the applicant must:
  a. Provide staff with the installation schedule. Applicant will be responsible for implementing all safety requirements per direction from staff (if work is occurring within the public right of way).
  b. Provide a $500 deposit to the City, if required. This deposit is held in reserve until the completed mural receives final installation approval by the PAC.
  c. Enter into a contract between the applicant and the City of Ashland.

Review of Project during Installation

In order to facilitate timely PAC reviews throughout the mural prep and painting process, the applicant must provide staff a schedule of dates for completion of each mural stage addressed below.

- The PAC will review the project three separate times during the mural installation. The applicant must notify staff at the end of each of the following steps:
  a. After the wall is prepped and ready for application. At this step, the PAC will also review paint colors and medium as well as other materials to be applied to the wall to ensure they are the same colors and materials approved during the review process and the medium is appropriate and durable.
  b. Halfway through the application process for review of compliance with the drawings, materials and finishes.
  c. Within seven days of completion.

- Following the third review, the PAC will determine if the completed mural is in compliance with the approved documents, drawings, materials and finishes.

  Note: If the PAC finds that there are areas of the mural that are not rendered according to the approved design documents, the PAC may request the applicant adjust the mural to comply with the approved design. The PAC also recognizes that an artist may wish to make minor changes during the process that deviate from the approved concept but that enhance the overall project. The PAC and artist will agree on any changes to the approved design drawing.

- Once the PAC and applicant are satisfied that the mural is complete, the mural must be coated with a clear UV protectant paint to protect the mural from graffiti and ultra violet rays.
- The PAC will vote to accept the mural into the City's public art collection and forward their recommendation to the City Council for approval.

Other Things to Know

- The City will contract with the applicant for the execution/installation of the mural.
- The contract will require the applicant to submit proof of liability insurance.
- The Art Agreement will be in place for a period of five years. At the expiration of the five years, the Art Agreement may be terminated or extended by either party upon 30-day written notice.
- The City retains the right to remove the mural if the mural is not executed according to the approved concept documents.
- The City is responsible for the maintenance of the mural during the existence of the Art Agreement.

CITY OF
ASHLAND

Public Art Commission

Mural Application

Applicant (City contracts with)

Applicant Name: JOHN PUGH

Applicant phone and email: 408 835-4341

Applicant Address Line 1: 143 VAN NESS AVE.

City: ASHLAND State: OR Zip: 97520

Lead Artist

Artist Name: SAME AS ABOVE

Artist phone and email:

Artist's Address Line 1:

Artist's Mailing Address (if different):

City: State: Zip:

Artist website: ArtofjohnpUgh.com

Proposed Mural Building

Name of Property Owner of proposed mural building (if different from applicant): ELKS (944)

Owner phone and email: 541 482-3911 secretary@elks944

Proposed Mural Building Street Address: ASHLAND ELKS LODGE #944
255 E. MAIN ST.

Property Owner mailing address:

City: ASHLAND State: OR Zip: 97520

Dimensions of proposed mural wall:

Has the owner given permission for a mural to be painted on the proposed wall and is the owner willing to enter into an Agreement with the City? YES

The wall is:

brick cinderblock (stucco) wood other

Questions

1. Please describe the project, the specific location of the mural and why a mural will enhance the area. MURAL TO BE LOCATED ON WEST-FACING WALL, PERPENDICULAR TO TRAFIC IN MAIN ST. MURAL DESIGN WILL BE CROWD-PLEASING AND DYNAMIC, WILL EXPLORE ASHLAND HISTORY; INCLUDIN
2. Can the wall be seen from the public right of way (e.g. sidewalk, alley, street etc.)? SHASTA VILLAGE

   YES; AUTO & PEDESTRIAN TRAFFIC

3. Describe the process you used to select a professional mural artist?

   WHAT CAN I SAY? HE IS REALLY GOOD.

4. Describe the theme/image you envision for this mural if known at this time.
   WITH A PRODUCTION SET THEME, WE EXPLORE THE STORY OF DOWNTOWN ASHLAND'S LITHIA PARK.
5. Why do you want a mural at this location? How will the mural benefit the neighborhood? Community? IT'S A HIGHLY VISIBLE DOWNTOWN LOCATION - WITH A STRONG ILLUSION CORRIDOR. MURAL PROVIDES SENSE OF PLACE, HISTORICAL HERITAGE, PRIDE OF PLACE, AS WELL AS A PLACE-MAKING ATTRACTION.
6. Please attached a detailed budget for the project. What funding do you have for the project? MEMBERS OF THE ART COMMUNITY (INCLUDING SOU) WILL BE INVITED TO PARTICIPATE. WILL SERVE TO EDUCATE VISITORS DOWNTOWN.

   SEE ATTACHED
7. Describe the ground in front of the wall (condition, debris etc.) and surrounding features.

GROUND IN FRONT OF MURAL IS THE ROOF TOP OF CHASE BANK

CITY OF
ASHLAND

Public Art Mural Agreement

The Agreement is between Elks Grand Lodge (Property Owner) and the City of Ashland (City).

RECITALS

1. The City has adopted a process for the placement of public art murals (Mural) on public and private buildings throughout Ashland.
2. The Property Owner owns the real property situated at 255 E. Main St. (physical address) and is willing to make an exterior wall (Wall) available for a public art mural.
3. After final approval by the PAC of the installed mural, it becomes the property of the City of Ashland and may be removed by either party after a period of five years.

The parties agree as follows:

This agreement is in effect for at least five years. After the five year minimum, the agreement may be terminated by either party upon 30 days written notice. Upon termination, the Wall will be restored to its prior condition at the expense of the party who initiated the termination.

The City is responsible for the maintenance and if necessary repair of the Mural during the life of the agreement. The City shall have the right to access the Mural and the Wall for maintenance purposes. The City may remove the Mural, if in the sole judgement of the City, the Mural cannot be maintained.

In the event of any dispute in any manner relating to this agreement, the parties shall submit the dispute to be resolved by binding arbitration. The arbitration award shall be final and binding on the parties on the parties in the same manner as the final judgment of a court.

City of Ashland, OR

Name and Title: Ronald J Carollo CHAIR BOD

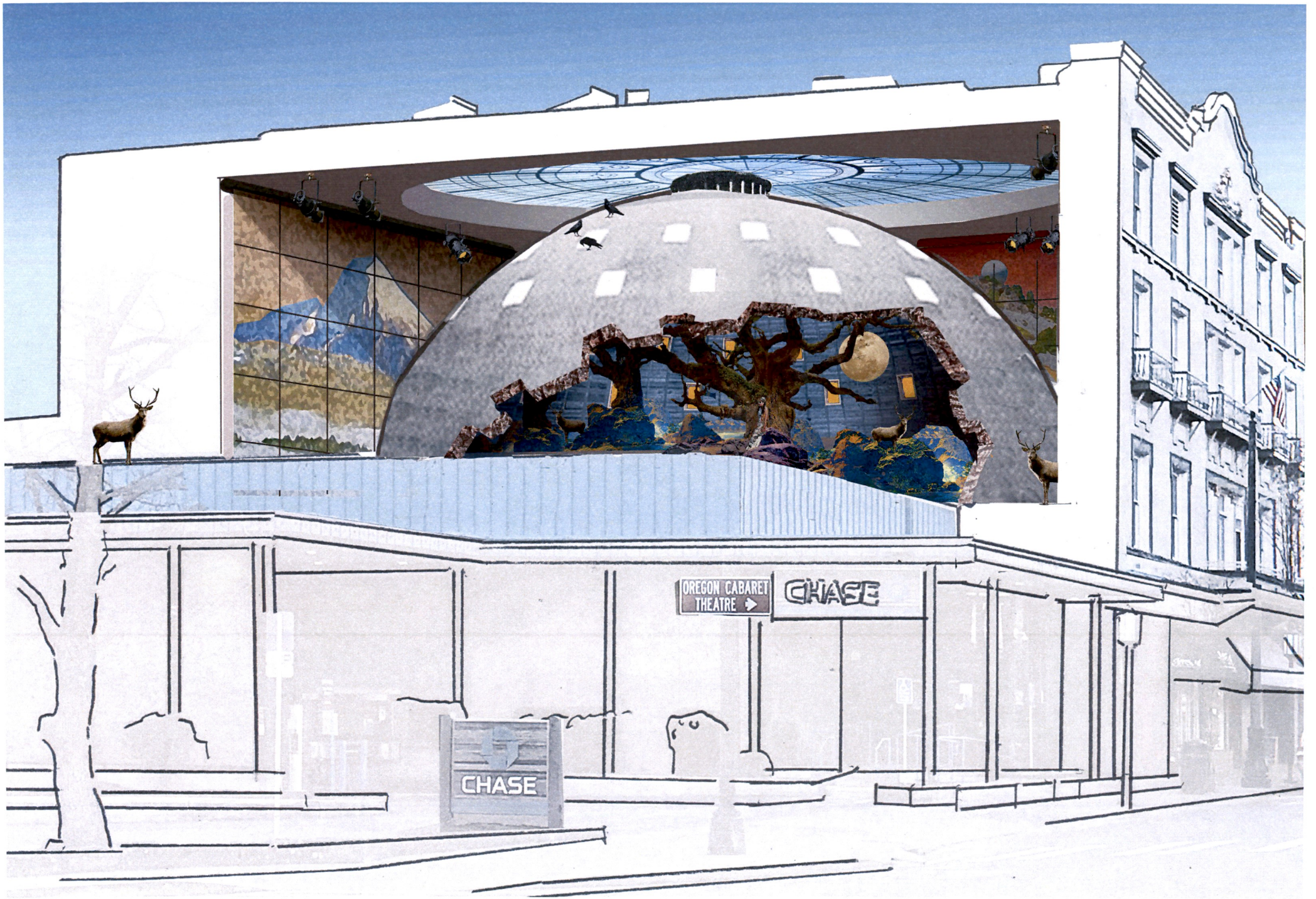
Date: 7/06/2022

Property Owner

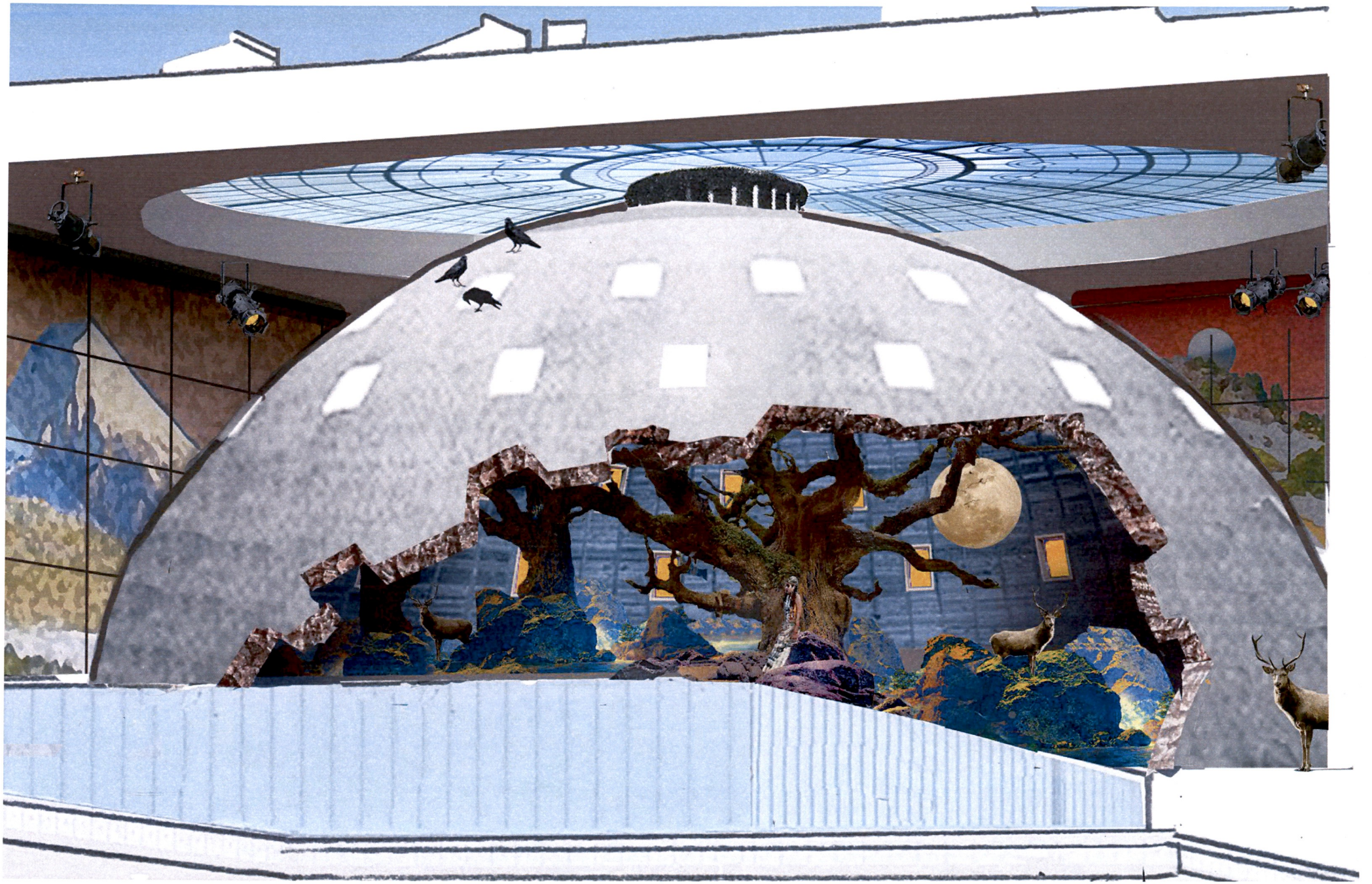
Name: GRandLodge Mailing Address: Chicago IL

Phone: 541-482 3911 Email Address: Secretary@elks944

Date: 7/06/2022



ASHLAND ELKS MAIN STREET JOHN PUGH



Downtown Ashland Elks Mural Proposal - John Pugh

Itemized Budget Estimate

The project budget of $200,000 will include all labor, materials, studio expenses, scaffolding, and general liability insurance. This project will be fabricated and mostly painted in the studio, with about 35% of the process saved for the on location installation and integration.

Paint and Materials	
Studio Overhead (based on five months studio time):	$16,000
Nova Color Paints, Varnishes, and Gels for installation:	$11,000
Prepared PolyTab (outdoor mural canvas):	$3,000
Wall Prep and Skim Coating	
Pressure Washing	$2,500
Wall Plastering - includes Weldcrete bonder, Skim Brown Coat, Acrylic Fine Sand Finish Texture (two coats), and Galvanize Accessory Reinforcement Metal:	$35,000
Prime Wall:	$2,500
Final Treatment - B-72:	$5,000
Mural Lighting	
LED Flood Fixtures (4)	$2,000
Wiring, connection parts to power supply, and labor :	$4,000
On Site Expenses	
$2,000,000 General Liability Insurance (pro-rated):	$1,000
Scaffolding (including special rigging over narrow areas):	$23,000
Safety / Other Rental Equipment,	$2,000
Artist Fees	
Artist Fee (includes Artist Time, Research Expenses / Materials, Photography, Model Making):	$65,000
Additional professional artist (in studio & on location)	$20,000
Two Artist assistants (in studio & on location):	$8,000
Estimated Total:	**$200,000**

Mural Durability and B-72

B-72 is a state-of-the-art new approach to making a mural last generations. It's completely resistant to the elements and is so strong that even if the mural gets tagged, any strong solvents can be used to remove the graffiti without damaging the mural.

When sprayed on the mural, this product penetrates and replaces the acrylic binding without disturbing the pigment. Murals that look faded or even "gone" can be attributed to the oxidation of the acrylic binding. When acrylic binding oxidizes - usually from a combination of sun, water, especially sea water - it creates micro fractures in the binding (like a cracked windshield). This obscures the mural to the point of eventually appearing fading beyond recognition.

On a quality acrylic mural the life expectancy for a south / west facing exposure (northern hemisphere) could be from about 10 to 15 years, and a north / east facing exposure could be from 15 to 30 years. Yet assuming that the mural artist used only the finest color-fast pigments, the mural will, with simple maintenance, become a permanent public art form, and last 100 years. Like mosaics or bronze sculpture, B-72 breaks the stigma or paradigm that murals do not have long lives.

Rick Briley and Wayne Winiecki of 'Mural Medics' are experts on B-72 and it's application. I've worked with Rick and Wayne over the years, and believe they are the go-to-guys for B-72 and for spraying the coating for mural protection. They've used this product on murals that seemed to be faded beyond recognition, and the results were like magic. Some murals were restored to the point that they looked like the day they were painted.

For further information and spraying application of B-72, Please contact Rick Briley at 760 668-1744 or email at: rick.briley@muralmedic.com

John Pugh **Mural Commissions** (Partial Listing)

2021	Bijou Theater Mural, City of Hermosa Beach, *CA*
2020	Denver Zoo / City Park, Denver Arts Commission, *CO*
	Aquarium on the Boardwalk - *Branson, MI*
2019	Montclair Mural Project, City of Oakland, *CA*
	Central Life Building, Ottawa Mural Program, *IL*
2018	Theatre in the Round - *Minneapolis, MN*
	City Walk Mural Project, Government of UAE - *Dubai, UAE*
2017	Quetzalcoatl Mural Project, Government of Mexico - *Mexico City*
	Jean Cocteau Theater, George RR Martin - *Santa Fe, NM*
2016	State Library, Wisconsin Historical Society - *Madison, WI*
	Promega Corporation - *Madison, WI*
2015	Lennox Mural with Elastic TV Production - *Santa Monica, CA*
	City of La Crosse, National Endowment for the Arts - *La Crosse,WI*
2014	Sacramento Water Tank Project, Sacramento Arts Commission, *CA*
	GE Wonderground Mural Project - LA, Boston, SF, Chicago, and NYC
2013	Wonderworks Science Museum, Syracuse, NY
	City of Hermosa Beach - *LA, CA*
2012	Speightstown Mural Project – *Speightstown, Barbados*
	Universal Studios – *Tokyo, Japan*
2011	City of New Plymouth - *New Zealand*
	Beach Boardwalk – *Santa Cruz, CA*
2010	Westside Recreation Centre, Calgary Arts Commission - *Calgary, Canada*
	Pepsi Cola International - *New York, NY*
	Skyline College, Art in Public Places – *San Bruno, CA*
2009	Santa Cruz Redevelopment Agency – *Santa Cruz, CA*
	Aquatic Center, City of Fremont Arts Commission – *Fremont, CA*
	Del Oro Theater, Redevelopment Agency, *Grass Valley, CA*
2008	Mana Nalu Plaza, Honolulu Arts Commission - *Honolulu, HI*
	Madera Police Station - *Madera, CA*
	Juvenile Hall Lobby, Sacramento Metropolitan Arts Commission, *CA*
2007	Dimond High School, Anchorage Arts Commission – *Anchorage, AK*
	Star Reacher, Private, *Carmel, CA*
2006	Downtown Breezeway, Chandler Arts Commission – *Phoenix, AZ*
	Wonderworks Science Museum, *Gatlinburg, TN*
	Palo Alto Medical Foundation (Two Projects)– *Palo Alto, CA*
2005	Rotorua Public Library, Arts Commission – *Rotorua, New Zealand*
	Sarasota Health Department, Florida Art in State Buildings – *Sarasota, FL*

2004	Bishop Mural Society (two projects) – *Bishop, CA*
	Crossroads Mural Project, Dublin Arts Commission – *Dublin, CA*
2003	Mainplace Merced, Redevelopment Agency – *Merced, CA*
	Berryessa Community Center, San Jose Arts Commission – *San Jose, CA*
2002	El Camino Hospital – *Mountain View, CA*
	Opa Locka Health Services, Florida Art in State Buildings – *Miami, FL*
	Hayward City Hall, Hayward Arts Commission – *Hayward, CA*
2001	Debra Winger - (private) *New York, NY*
	Global Mural Conference Project – *Twentynine Palms, CA*
2000	University of North Florida, Florida Art in State Buildings – *Jacksonville, FL*
	Levi Strauss – *Dayton, NV & Jacksonville, OR*
1999	University of Alaska, 1% For Art Commission – *Fairbanks, AK*
	Kaiser Permanente Hospital – *Santa Clara, CA*
1998	Victor Valley College Library, Arts Commission – *Victorville, CA*
	Standing on a Corner in Winslow, Arizona Park – *Winslow, AZ*
1997	Downtown Breezeway, South San Francisco Arts Commission, *CA*
	Barbi Benton – (private) - *Honolulu, HI*
	ICTV, California Design International – *San Francisco, CA*
	Silicon Graphics, Inc. – *Mountain View, CA*
1996	Pleasant Company – *Taipei, Taiwan*
	Moore Technologies – *San Jose, CA*
1995	Park Meadows Shopping Center – *Denver, CO*
	Crossroads Center, Palm Desert Arts Commission – *Palm Desert, CA*
1994 -1980	County Parking Facility, Sacramento Metropolitan Arts Commission, *CA*
	Stanford Shopping Center, Stanford University – *Palo Alto, CA*
	California State University, Chico

Awards

Distinguished Alumnus – California State University, Chico, CA
Most Successful Mural Artist – California Mural Symposium 2006
Master Muralist, Mural Art Center Awards – San Francisco, CA

Publicity

John Pugh has completed over 250 murals, and his work has appeared in articles / media world wide including; Time, L.A. Times, New York Times, USA Today, Good Morning America, London Sun and Mail, Tokyo Mainichi, BBC World News, Art Business News, Public Art Review, Artweek, and Southwest Art.

The book *'Murals of John Pugh; Beyond Trompe L'oeil'* (Random House) is available at Barnes and Noble, and Amazon.

Phone: 408 835-4341 **Address:** 143 Van Ness Ave., Ashland, OR 97520
Email: artofjohn@gmail.com **Instagram:** @artofjohnpugh **Website:** www.artofjohnpugh.com





Council Business Meeting

February 21, 2023

Agenda Item	Contract with Cornforth Consultants for Federal Energy Regulatory Commission (FERC) Comprehensive Assessment (CA) of Hosler Dam	
From	Scott Fleury PE	Public Works Director
Contact	Scott.Fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a contract for professional engineering services with Cornforth Consultants in the amount of $599,000 for development of the Hosler Dam Comprehensive Assessment (CA). The CA is a requirement of the Federal Energy Regulatory Commission (FERC) Part 12 program.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Drinking Water System

Enhance Value Services:

- Water Conservation
- Address Climate Change

Department Goals:

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

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland generates hydroelectric power at the Reeder Gulch Powerplant located at the water treatment plant site adjacent to Ashland Creek. As a generator of hydroelectric power, the City falls under the regulatory control of FERC, specifically the Part 12 Safety Inspection program. The Part 12 program is meant to ensure the safe operation of the system and provide protection for the citizens of Ashland. The City has numerous obligations to adhere to for compliance under the FERC Part 12 Safety Inspection Guidelines.

As part of the Part 12D requirements, the City is required to hire an independent consultant every five years to inspect the project and develop a final report that is submitted to FERC for review and comment. In 2022 an update to Chapter 18 Code of Federal Regulations (CFR) Part 12 was released

setting new standards for the Dam Safety Inspections that fall under the FERC regulatory umbrella. The updated program now requires a Comprehensive Assessment (CA) and Periodic Inspection (PI). The CA and PI are performed on alternating five (5) year schedules and FERC has required the 2023 Part 12-D for the City be the first CA for the project.

The CA is a more detailed safety review than a PI. One key difference between the new CA and previous Part 12D evaluations is the focus on identifying risk-driving potential failure modes (PFMs) for the structure. The CA process incorporates a level 2 risk assessment (L2RA) that roughly follows the semi-quantitative risk assessment (SQRA) methodology developed by the US Army Corps of Engineers and the Bureau of Reclamation.

The new FERC guidelines outline specific qualifications for personnel performing a CA. The role of the independent consultant (IC) is similar to that under the previous Part 12D program, but the IC is now required to have a very broad technical expertise. It is rare for a single IC to possess the requisite experience in all technical disciplines to meet FERC's requirements. In response to the new regulations most licensees are using a team that includes multiple (typically two) ICs and several subject-specific subject matter experts (SMEs) to prepare a CA.

An SME typically has a similar level of experience as an IC, but their role is limited to a specific area of technical analysis necessary to complete the L2RA and CA. The role of the SME is to help the ICs and other members of the team understand the loading, path to failure, or consequences of dam breach so that the risk can be properly quantified in a risk framework. The L2RA component of the CA requires a risk facilitator and risk analyst to complete the risk evaluation. There are currently very few individuals in the country that have the requisite training and experience to facilitate an L2RA under the new regulations. The results of the L2RA are summarized in a risk report that is included as an appendix to the CA report.

Cornforth Consultants was previously selected through the Request for Proposal-Qualifications Based Selection Process to perform the 2018 Independent Inspection. Within that solicitation award it was noticed the selected consultant could provide for additional Part 12 services for an additional five year term as needed after the completion of the 2018 Inspection. Staff is using this award process for moving forward with scope and fee negotiations with Cornforth Consultants for the CA requirement.

The scope of work as part of this personal services contract is focused on developing the formal CA documents, facilitating the site inspection and L2RA and PFMA workshops. The Council previously awarded a professional services contract to Cornforth Consultants for development of seismic and hydrological loading curves needed for the L2RA workshop.

- November 1, 2022 - Staff Report
- November 1, 2022 Council Business Meeting Minutes

This contract is time sensitive as all work is required to be completed by the end of 2023 and the CA report submitted to FERC.

Comprehensive Assessment Tasks:

1. Develop Part 12D Inspection Plan and IC Team Proposal
    a. IC and team must meet requirements of 12 CFR (D) 12.31
    b. IC Approval Requirements: 12 CFR (D) 12.34
    c. Facilitators Required for L2RA and PFMA
2. Review of Prior Reports to Develop Pre-Inspection Preparation Report
3. Prepare Pre-Inspection Preparation Report (PIPR)
    a. 12 CFR (D) 12.42
4. General Field Inspection
    a. 12 CFR (D) 12.32
5. Facilitate, Develop all Requirements and Documentation for the PFMA Session
    a. Failure has been revised to include not only the loss of the reservoir, but also the inability of the project features or components to perform their intended function and the project features or components performing in an impaired or compromised fashion. This includes mis operation of project elements.
6. Facilitate, Develop all Requirements Documentation for the L2RA Session
7. Develop full CA Report following Guidelines
    a. 12 CFR (D) 12.38
8. Facilitate CA Review Meeting
9. Assist City as needed in Developing Corrective Measures Plan and Schedule

Figure 1: FERC Part 12 CA Calendar Requirements

Licensee Activity	Approximate Time	FERC Activity
	18 months before CAR due date	**FERC-RO Issues Part 12D Reminder Letter**
Participates in Initial Coordination Call	Within 30 days after Reminder Letter is issued	*FERC-RO holds Initial Coordination Call with Licensee*
Licensee develops the scope of work, identifies the required disciplines for the IC Team, and identifies one or more people to serve as the IC(s) and facilitator(s), as needed		
Submit Part 12D Inspection Plan to FERC-WO	At least 6 months in advance of the first IC Team activity	
	Within 30 days after submission of the Part 12D Inspection Plan	**FERC-WO responds to Part 12D Inspection Plan**
Participates in Second Coordination Call	Within 6 weeks after Approval (or Conditional Approval) of the Part 12D Inspection Plan	*FERC-RO holds Second Coordination Call with Licensee and IC Team*
IC Team performs their review of existing information, prepares the CA-PIPR, and provides it to the Licensee		
Submit CA-PIPR to FERC-RO	At least 30 days prior to the first IC Team activity	
	Within 2 weeks after submittal of the CA-PIPR	**FERC-RO Responds to the CA-PIPR**
Site Inspection	Date(s) previously coordinated with all parties in advance	*Attends Site Inspection*
PFMA		*Attends PFMA*
Level 2 Risk Analysis		*Attends Level 2 Risk Analysis*
IC Team prepares the CAR and provides it to the Licensee		
Submit CAR to FERC-RO	Due Date as stated in the Part 12D Reminder Letter	
Submit CAR Review Meeting Presentation to FERC-RO	At least 7 days prior to the CAR Review Meeting	
CAR Review Meeting	Within 60 days after submitting the CAR	*Attends CAR Review Meeting*
Submit Plan and Schedule to address IC Recommendations to FERC-RO	Within 60 days after submitting the CAR	
FERC reviews the CAR		
		FERC-RO responds to the CAR

Bold text indicates an item that will be submitted to or issued by the FERC.
Italicized text indicates an in-person or teleconference activity.
Underlined text that spans across all three columns represents an activity, either by the Licensee, IC Team, or the FERC, that does not require formal communication or coordination.

FISCAL IMPACTS

The proposed fee for the scope of work is $599.000 and a portion of the overall project cost will come from existing appropriations within the Water Fund between now and the end of the biennium. A significant percentage of the work will be conducted in fiscal year 2024 and staff will need to request additional appropriations through the 2023-2025 Budget Process for this work. In discussion with Cornforth the expectation

is approximately 25% of the project cost will occur prior to June 30th, 2023 and the remaining 75% to be expended between July 1, 2023 and June 30th, 2024.

DISCUSSION QUESTIONS

Does the Council have any questions about the CA process?

SUGGESTED NEXT STEPS

Next steps include issuing notice to proceed after award of contract.

MOTIONS

I move to approve a Legal Department approved professional services contract with Cornforth Consultants Inc. in an amount not to exceed $599,000.

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract with Cornforth Consultants
Attachment #2: Request for Proposal
Attachment #3: FERC Comprehensive Assessment Notification Letter

PERSONAL SERVICES AGREEMENT (GREATER THAN $35,000.00)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONSULTANT: Cornforth Consultants Inc. CONSULTANT'S CONTACT: Gerry Heslin ADDRESS: 10250 SW Greenburg Road, Suite 111 Portland, Oregon 97223 TELEPHONE: (503) 452-1100

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Cornforth Consultants Inc. a domestic business corporation ("hereinafter "Consultant"), for 2023 Hosler Dam Comprehensive Assessment Workshop.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. **Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, the Agreement is terminated upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore. The work shall be completed no later than June 30, 2024.
2. **Scope of Work:** Consultant will provide the 2023 Hosler Dam Comprehensive Assessment Workshop as more fully set forth in the Consultant's Proposal dated January 30, 2023, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
3. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
4. **All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. Work will be completed within generally accepted standards of professional care followed by practitioners in the same locality and under similar conditions.

6. **Compensation:** City shall pay Consultant the sum of **$599,000.00 (five hundred ninety-nine thousand dollars)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **$599,000.00 (five hundred ninety-nine thousand dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.

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

9. **Living Wage Requirements:** If the amount of this Agreement is $24,050.68 or more, Consultant 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. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.

10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent caused by Consultant's willful misconduct or negligent acts, errors or omissions involved with the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.

11. **Termination:**

    a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent

of both parties.

b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

   i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

   ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

   iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

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

   ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

   iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had

the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. **Insurance.** Consultant shall, at its own expense, maintain the following primary and non-contributory insurance:

    a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers

    b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence, and $3,000,000 (three million dollars) aggregate. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.

    c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence, and $3,000,000 (three million dollars) aggregate, for Bodily Injury, Death, and Property Damage.

    d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

    e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.

    f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with

respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. **Consultant's Compliance With Tax Laws:**

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

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

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

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

18. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:
City of Ashland - Public Works Department
Attn: Contract Administrator
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5587

With a copy to:
City of Ashland - Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Consultant:
Cornforth Consultants
10250 SW Greenburg Road, Suite 111
Portland, Oregon 97223

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause**. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **Standard of Care**. Consultant shall perform services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform services as

expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

23. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

24. **Certification**. Consultant shall sign the certification attached hereto as "Exhibit C" which is incorporated herein by this reference.

CITY OF ASHLAND:	**CORNFORTH CONSULTANTS (CONSULTANT):**
By: _____	By: _____
City Manager	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Title
	_____
	Date
Purchase Order No. _____	(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Carmel S. Zahran

Assistant City Attorney

2/15/23

Date

EXHIBIT B

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 business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **$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 amount of wages received by the employee.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF ASHLAND

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

_____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

_____

Consultant's signature

_____

Date

CORNFORTH CONSULTANTS

January 30, 2023 P-1781

Scott Fleury, P.E.
Public Works Director
City of Ashland Public Works
20 East Main Street
Ashland, Oregon 97520

Proposal for Engineering Support REV 1
2023 Hosler Dam Comprehensive Assessment
Ashland, Oregon

Dear Scott,

In accordance with your request, we are pleased to submit this proposal to provide engineering support related to the 2023 Federal Energy Regulatory Commission (FERC) Comprehensive Assessment at Hosler Dam. The proposed services include performing the site inspection, completing a risk assessment of the project, and preparing the comprehensive assessment report. This work would utilize work products currently being developed under a separate authorization. This letter provides a summary of our proposed work tasks and an estimate of costs to complete these tasks.

FERC released new guidelines for their Part 12D program in December 2021. The new program modifies the previous Part 12D review, and outlines requirements for periodic inspections (PIs) and comprehensive assessments (CAs) that are to be performed alternately on a 5-year cycle. The PI is similar to a consultant safety inspection report (CSIR) completed under the previous Part 12D program. The CA is a more detailed safety review than a PI. One key difference between the new CA and previous Part 12D evaluations is the focus on identifying risk-driving potential failure modes (PFMs) for the structure. The CA process incorporates a level 2 risk assessment (L2RA) that roughly follows the semi-quantitative risk assessment (SQRA) methodology developed by the US Army Corps of Engineers and the Bureau of Reclamation.

The new FERC guidelines outline specific qualifications for personnel performing a CA. The role of the independent consultant (IC) is similar to that under the previous Part 12D program, but the IC is now required to have a very broad technical expertise. It is rare for a single IC to possess the requisite experience in all technical disciplines to meet FERC's requirements. In response to the new regulations most licensees are using a team that includes multiple (typically two) ICs and several subject-specific subject matter experts (SMEs) to prepare a CA. An SME typically has a similar level of experience as an IC, but their role is limited to a specific area of technical analysis necessary to complete the L2RA and CA. The role of the SME is to help the ICs and other members of the team understand the

loading, path to failure, or consequences of dam breach so that the risk can be properly quantified in a risk framework. The L2RA component of the CA requires a risk facilitator and risk analyst to complete the risk evaluation. There are currently very few individuals in the country that have the requisite training and experience to facilitate an L2RA under the new regulations. The results of the L2RA are summarized in a risk report that is included as an appendix to the CA report.

To satisfy the requirements outlined in the new Part 12D program, we propose to team with Gannett Fleming to complete the L2RA and CA reporting. Based on our review of the new FERC guidelines, we plan to execute the inspection using two ICs. This is based on the fact that one IC cannot typically comment on all the engineering disciplines involved for a typical dam safety assessment. For Hosler Dam, we believe that a team of two ICs covering geotechnical/geology and structural engineering would meet the requirements outlined in the Engineering Guidelines. The ICs would require support from SMEs in the fields of hydrology and hydraulics (H&H), engineering geology, and seismicity. The ICs would also be assisted by a dedicated risk facilitator during the L2RA. The facilitator is knowledgeable about dam safety issues and guides the discussion but does not determine risk for individual failure modes.

TASK 1 – INITIAL COORDINATION

The L2RA and CA reporting involve coordinating work between the consultant team, the City, and FERC. The CA is a significant change from the previous Part 12 inspection program the FERC administered. We anticipate portions of the approach will develop based on discussions with FERC as they work through the logistics of the new rules. Our approach will be to present the approach for the CA as outlined below and adjust if necessary, based on FERC's responses. Task 1 includes effort to coordinate work items and schedule to outline deliverables and confirm that the planned approach for the CA meets FERC expectations. Task 1 would also include effort necessary to assemble and disseminate project information from the City's project files to the inspection team.

TASK 2 – PART 12 INSPECTION PLAN

As part of the new CA Report program, FERC requires a Part 12 Inspection Plan document be prepared in advance of the work. The document presents the credentials for the proposed ICs and any subject matter experts that will support the inspection. It also presents the inspection team's understanding of the project, its setting, and any particular concerns that the team will focus on. We propose to use the inspection plan document to lay out the planned logistics for the L2RA and site inspection since these tasks will involve a mix of virtual and in-person workshops. The inspection plan document is typically prepared by the licensee and submitted to FERC. We propose to prepare the text of the document so that the City can submit the plan to FERC on City letterhead. We have budgeted to provide the City with a draft document and revise the draft to address City comments.

For estimating purposes, we have assumed that our team would consist of ICs covering the geotechnical and structural engineering disciplines. Our ICs would be supported by subject matter experts in the fields of H&H, engineering geology, and seismicity. The inspection and L2RA would be facilitated by a three-person risk team; a lead facilitator, a risk analyst, and a note-taker. ICs generally

participate in all aspects of the CA process, while subject matter experts are called on to help inform the risk team on questions related to their specialty.

The Part 12 Inspection Plan document must be submitted to FERC six months before the first planned IC activity. This unusually long lead time facilitates a very detailed review of the qualifications presented for the ICs and SMEs as well as the risk facilitator. FERC will deliver their comments to the licensee and then schedule a second coordination call with the City within 6 weeks of completing their review of the Part 12 Inspection Plan. Once the team for the Part 12 is approved by FERC, the team can begin reviewing documents and analyses of record for the project.

TASK 3 – PRE-INSPECTION PREPARATION REPORT

As part of the new CA Report program, FERC added the pre-inspection preparation report (PIPR) as a required submittal. The PIPR follows a similar outline as the CA report and allows the licensee to demonstrate that the Part 12 team has completed the necessary preparation to conduct the Part 12 inspection. The content of the PIPR is based solely on a review of documents provided by the licensee, but we anticipate that the preliminary conclusions outlined in the PIPR will ultimately be supported by the results of the site inspection and L2RA. Developing the PIPR essentially requires the ICs and subject matter experts to review all the background information for the project and write a preliminary version of the CA report without the required appendices. For estimating purposes, we have assumed that the digital project archive (DPA) for Hosler is complete and cross referenced to the STID.

The PIPR must be submitted at least 30 days before the first IC team activity. FERC will issue comments on the PIPR within two weeks.

TASK 4 – SITE INSPECTION AND L2RA

This task includes effort necessary to perform the inspection of Hosler Dam as well as to conduct the L2RA. Based on recent experience with FERC's pilot projects for their risk-informed decision-making policy, we propose to conduct this task using a combination of virtual and in-person meetings. A read-ahead package would be prepared for those participating in the L2RA. The first task for the L2RA is similar to a potential failure modes analysis. We propose to brainstorm, screen, and develop potential failure modes (PFMs) during a two-day virtual meeting. After the meeting, the PFMs developed by the group would be consolidated with those already included in the PFMA report (Section 1 of the supporting technical information document). The consolidated list of PFMs would be distributed to L2RA participants for review in advance of the site inspection. For estimating purposes, the PFM brainstorming and screening meeting would be attended by the two ICs, the risk facilitator and risk analyst, and two structural engineers.

We propose to convene the group of L2RA participants at the site to perform an inspection of the facilities. We anticipate that the City would lead this tour similar to how previous Part 12 inspections have been performed. Following the site inspection, the group would convene at the City offices for the L2RA. The L2RA involves reviewing PFMs for the project and evaluating them within a risk-informed framework. The meeting typically begins by outlining the project history for the workshop participants. Probabilistic loading for hydrologic and seismic load cases are presented to the group

along with an assessment of the consequences of dam breach. The overall goal of the L2RA is to identify risk-driving PFMs that control the overall project risk. The L2RA will require support from subject matter experts, so it is helpful if the meeting room has web-conferencing capability. Based on the number of PFMs currently developed for the Hosler Dam development, we anticipate that the bulk of the PFMs for the project could be evaluated in a four-day in-person meeting. For estimating purposes, the L2RA include the two ICs, the risk facilitator and risk analyst, and two structural engineers. The subject matter experts for H&H and seismicity would call-in when needed to provide technical guidance.

In our experience, there are typically several clean-up tasks or items that require additional materials to properly estimate the risk of project PFMs. We recommend budgeting for a one-week virtual meeting to complete the L2RA. Following the virtual meeting, the PFMs discussed are consolidated and summarized in a set of meeting notes. The meeting notes will become an appendix for the risk analysis report (Task 6). For estimating purposes, the L2RA follow-up meeting would involve the same team that attended the in-person meeting at the dam. The subject matter experts for engineering geology, H&H and seismicity would call in as needed.

Once the site inspection and L2RA are completed, the team would begin work preparing the risk report and CA report. The PFMA report for Hosler Dam was updated as a follow-up to the last Part 12 report. For costing purposes, we have assumed that the PFMs developed and tabulated as part of the L2RA would satisfy the requirements outlined in the new FERC guidelines and that a new PFMA report is not necessary for this CA.

TASK 5 – COMPREHENSIVE ASSESSMENT REPORT

The CA report is the FERC deliverable that replaced the Part 12 consultant safety inspection report. The document builds upon the material prepared for the PIPR document (Task 3 above) and is the deliverable that summarizes the opinions and recommendations of the independent consultant team. The CA report would include several required appendices that are not included with the PIPR. Our team would prepare a draft report for the City to review and we would address any comments in a final report that the City could e-file with FERC. We have assumed that the existing PFMA report would be sufficient to include as Appendix I of the CA report. The L2RA workshop will involve developing similar content to that included in the existing PFMA report. In our opinion, a new PFMA report and a new Risk Analysis Report would duplicate efforts and provide little additional value from a dam safety standpoint.

The CA report for Hosler Dam is due to FERC by the end of December 2023. Within 60 days of submitting the CA report, the City and IC team present the conclusions outlined in the CA report to FERC in a virtual meeting (Task 7 below).

TASK 6 – RISK ANALYSIS REPORT

The risk analysis report summarizes the procedures, discussions, and results of the L2RA following the format outlined in FERC's Engineering Guidelines. The purpose of the report is to document the

risk assessment in a way that would allow the City to move to a quantitative risk assessment if necessary. The risk analysis report would ultimately be included as Appendix J in the CA report.

The risk analysis report is typically prepared in parallel with the CA report.

TASK 7 – COMPREHENSIVE ASSESSMENT REPORT MEETING

The new CA program outlines a CA meeting the is to be conducted shortly after the CA report is submitted to FERC. We understand that the CA meeting is a summary of the work and key conclusions that are included in the CA report. We anticipate that the meeting would be a virtual meeting and that approximately two hours should be budgeted. The consultant team would prepare PowerPoint slides for the meeting. The slides for the meeting are submitted to FERC at least 7 before the CA report meeting to give FERC a chance to prepare for the meeting.

As part of Task 7, we have included effort to review comments from FERC on the CA report and help the City prepare responses. If the comments require modest edits that can be completed within the budgeted time, our team would update the CA report accordingly. In the event that FERC's comments require additional analysis, we would assist the City in developing a plan and schedule to address FERC's comment.

TASK 8 - PM, COORDINATION AND MEETINGS

Effort necessary to manage overall project activities, balance staffing resources, coordinate with subconsultants, and prepare budget and status update reports would be included in Task 8. For costing purposes, we have assumed that we would hold four checkpoint meetings with the City during the course of the work. These are intended to be virtual check-ins to revisit progress on deliverables, request any additional information needed by the design team and to outline upcoming work. Task 8 also includes effort to review questions and/or responses from FERC and assist the City with developing a plan and schedule to respond to the comments. Brief written status reports would be provided monthly and would include hours expended by CCI as well as Gannett Fleming.

SCHEDULE AND ESTIMATED COST

Our estimated costs to complete the tasks outlined above is a Not-to-Exceed sum of $599,000. The total amount would not be exceeded without your prior approval. A breakdown of the costs is provided below. We are prepared to begin work immediately upon receiving Notice-to-Proceed from the City and estimate that we could complete the scope of work by the end of December 2023. We have assumed that this work would be performed under the terms and conditions of our existing contract for Project #2018-15 dated June 6, 2018.

As presented above, the CA report process requires a series of events to be scheduled far in advance. This schedule combined with the limited pool of personnel that meet FERC's requirements for the CA team result in a long schedule. For reference, we have attached the Typical Timeline for a CA that is included in Chapter 16 of FERC's Engineering Guidelines.

Task	Labor	Subconsultant	Total
Task 1 – Initial Coordination	$7,000	$9,000	$16,000
Task 2 – Part 12 Inspection Plan	$20,000	$13,000	$33,000
Task 3 – Pre-Inspection Preparation Report	$43,000	$70,000	$113,000
Task 4 – Site Inspection and L2RA	$59,000	$182,000	$241,000
Task 5 – Comprehensive Assessment Report	$59,000	$41,000	$100,000
Task 6 – Risk Analysis Report	$5,000	$53,000	$58,000
Task 7 – Comprehensive Assessment Report Meeting	$9,000	$10,000	$19,000
Task 8 – PM, Coordination, Reporting	$19,000		$19,000
Not-to-Exceed Total:			$599,000

CLOSING

We appreciate the opportunity to assist the City with this challenging project. If you have any questions related to the proposed scope of work, please call us at (503) 452-1100.

Sincerely,

CORNFORTH CONSULTANTS, INC.

Gerry M. Heslin
Vice President

Enclosure: Table 3 from Ch. 16 of FERC Engineering Guidelines

Table 3: Typical Timeline, Comprehensive Assessment

Licensee Activity	Approximate Time	FERC Activity
	18 months before CAR due date	**FERC-RO Issues Part 12D Reminder Letter**
Participates in Initial Coordination Call	Within 30 days after Reminder Letter is issued	*FERC-RO holds Initial Coordination Call with Licensee*
Licensee develops the scope of work, identifies the required disciplines for the IC Team, and identifies one or more people to serve as the IC(s) and facilitator(s), as needed		
Submit Part 12D Inspection Plan to FERC-WO	At least 6 months in advance of the first IC Team activity	
	Within 30 days after submission of the Part 12D Inspection Plan	**FERC-WO responds to Part 12D Inspection Plan**
Participates in Second Coordination Call	Within 6 weeks after Approval (or Conditional Approval) of the Part 12D Inspection Plan	*FERC-RO holds Second Coordination Call with Licensee and IC Team*
IC Team performs their review of existing information, prepares the CA-PIPR, and provides it to the Licensee		
Submit CA-PIPR to FERC-RO	At least 30 days prior to the first IC Team activity	
	Within 2 weeks after submittal of the CA-PIPR	**FERC-RO Responds to the CA-PIPR**
Site Inspection	Date(s) previously coordinated with all parties in advance	*Attends Site Inspection*
PFMA		*Attends PFMA*
Level 2 Risk Analysis		*Attends Level 2 Risk Analysis*
IC Team prepares the CAR and provides it to the Licensee		
Submit CAR to FERC-RO	Due Date as stated in the Part 12D Reminder Letter	
Submit CAR Review Meeting Presentation to FERC-RO	At least 7 days prior to the CAR Review Meeting	
CAR Review Meeting	Within 60 days after submitting the CAR	*Attends CAR Review Meeting*
Submit Plan and Schedule to address IC Recommendations to FERC-RO	Within 60 days after submitting the CAR	
FERC reviews the CAR		
		FERC-RO responds to the CAR

Bold text indicates an item that will be submitted to or issued by the FERC.
Italicized text indicates an in-person or teleconference activity.
Underlined text that spans across all three columns represents an activity, either by the Licensee, IC Team, or the FERC, that does not require formal communication or coordination.

REQUEST
FOR
QUALIFICATIONS BASED
PROPOSALS

Engineering Services for the Development of
PROJECT # 2018-15
FERC INDEPENDENT CONSULTANT FOR PART 12 SAFETY INSPECTION AND DAM SAFETY REPORT – HOSLER DAM

PROJECT NO:	**2018-15**
PROJECT TYPE:	**Engineering Services**
PROPOSALS DUE:	**MARCH 1, 2018, Not later than 2:00 PM,**
SUBMIT PROPOSALS TO:	**City of Ashland Public Works - Engineering, at 51 Winburn Way, Ashland OR 97520; or by mail to: 20 E. Main Street, Ashland, OR 97520**
CITY PROJECT MANAGER:	**Paula Brown, P.E., Public Works Director**
PROJECT DURATION:	**Phase 1: FERC Part 12 Safety Inspection Report Due November 1, 2018** **Phase 2: Part 12 Services through December 1, 2023**

CITY OF
ASHLAND

PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587

TABLE OF CONTENTS

TABLE OF CONTENTS **1**

ADVERTISEMENT **3**

SECTION 1 - **PROJECT OVERVIEW** **5**

1.1 OBJECTIVES 5
1.2 BACKGROUND INFORMATION 5
1.3 REFERENCE DOCUMENTS 6

SECTION 2 - **SCHEDULE** **6**

SECTION 3 - **SCOPE OF SERVICES** **6**

3.1 GENERAL REQUIREMENTS 6
3.2 SPECIFIC REQUIREMENTS 7

SECTION 4 - **EVALUATION CRITERIA** **8**

4.1 PROJECT APPROACH (20 POINTS POSSIBLE) 8
4.2 PROJECT EXPERIENCE (20 POINTS POSSIBLE) 8
4.3 PROJECT TEAM EXPERIENCE (30 POINTS POSSIBLE) 8
4.4 PROPOSER'S DEMONSTRATED ABILITY TO SUCCESSFULLY COMPLETE SIMILAR PROJECTS ON TIME AND WITHIN BUDGET (30 POINTS POSSIBLE) 8
4.5 TERMINATION FOR DEFAULT (PASS OR FAIL) 9
4.6 SCORING 9

SECTION 5 - **EVALUATION PROCESS AND CONSULTANT SELECTION** **9**

5.1 REVIEW AND ACKNOWLEDGMENT OF DEFECTIVE PROPOSALS 9
5.2 RIGHT OF REJECTION 9
5.3 REFERENCES 10
5.4 RESPONSIBILITY 10
5.5 CLARIFICATION OF RESPONSE 10
5.6 INTERVIEWS 11
5.7 FINALIST SELECTION 11
5.8 TIES AMONG PROPOSERS 11
5.9 NOTICE OF INTENT TO AWARD 11
5.10 CONTRACT NEGOTIATION 11
5.11 PROTEST PROCEDURES 12
5.12 RESULTING CONTRACT 13

SECTION 6 - **CONTRACT** **13**

6.1 CONTRACT FORM 13
6.2 BUSINESS LICENSE REQUIRED 14
6.3 INSURANCE REQUIREMENTS 14
6.4 LAWS AND REGULATIONS 14

SECTION 7 - **INSTRUCTIONS TO PROPOSERS** **15**

7.1 GENERAL 15
7.2 INFORMATION OF RECORD 15
7.3 PROPOSAL PREPARATION AND FORMAT 15
7.4 SIGNATURE ON PROPOSAL 15
7.5 PREPARATION COSTS 15
7.6 CONFORMANCE TO SOLICITATION REQUIREMENTS 15
7.7 DEFINITIONS 15

7.8 QUESTIONS AND CLARIFICATIONS 16
7.9 PROTEST OF REQUIREMENTS 16
7.10 PROTEST OF CONTRACT AWARD 17
7.11 PROPOSAL MODIFICATION 17
7.12 PROPOSAL WITHDRAWALS 17
7.13 PROPRIETARY INFORMATION 17
7.14 TERMS AND CONDITIONS 18
7.15 PROPOSAL OPENING 18

SECTION 8 - **PROPOSAL FORM** **19**

APPENDIX A – **CONTRACT FORM INCLUDING EXHIBIT A,** **21**

APPENDIX B – **FORM W-9** **21**

APPENDIX C – **CITY OF ASHLAND LIVING WAGE** **21**

APPENDIX D – **CERTIFICATION REGARDING LOBBYING** **28**

ADVERTISEMENT
CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES

The City of Ashland (City) is seeking professional services for Project **2018-15 FERC INDEPENDENT CONSULTANT FOR PART 12 SAFETY INSPECTION AND DAM SAFETY REPORT – HOSLER DAM**. This purpose of this project is to meet Federal Energy Regulatory Commission (FERC) requirements related to Part 12 Safety Inspection. The project will include, but is not specifically limited to, the following tasks and phases:

PHASE 1: COMPLETION OF THE FERC PART 12 D SAFETY INSPECTION.
Phase 1 of the project will include, but is not specifically limited to, the following tasks:

- Independent Consultant/Lead Investigator must be approved or able to be approved by FERC.
- Engineering evaluation and report on the condition of Hosler Dam in accordance with FERC Part 12 Safety Inspection Guidelines.
- Review of Potential Failure Modes Analysis (PFMA) Report, and resubmittal of PFMA Report to FERC consistent with current format outlined in Chapter 14 of the FERC Engineering Guidelines.
- Submittal to FERC to be completed no later than November 1, 2018.
- Prepare for and make presentations to Engineering Staff and to the City Council as appropriate.
- Provide final report and presentation materials.
- Respond to City and FERC Comments.
- Anticipate completion of Phase 1 within 90 days of submission to FERC.

PHASE 2: RETAINAGE AS THE APPROVED FERC INDEPENDENT CONSULTANT FOR THE REMAINDER OF THE 5 YEAR PERIOD (through December 1, 2023)

- Any specific work during this period will be contracted separately.

Proposals must be physically received **MARCH 1, 2018, Not later than 2:00 PM,** (main lobby clock)**,** in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing proposals should allow normal delivery time to ensure the timely receipt of their proposals. Any proposal received after the date and time set for receipt of proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Paula Brown, P.E., Public Works Director at 541/488-5587 or by email at paula.brown@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for engineering services in the form provided in this RFP.

Proposal documents may be downloaded from the Oregon Procurement Information Network (ORPIN). Any addendum that may be issued, relating to this proposal will be available from ORPIN and potential proposers are cautioned to continuously monitor the site for updates and addendum.

All proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format, or to any delivery point other than as required by this Solicitation Document. Proposals shall be limited to 8 pages and must include an Oregon Professional Engineer and American Institute of Architecture Architect as key members.

Consultant selection will be based upon weighed criteria as set forth in the Solicitation Document and will include criteria such as (but not limited to): similar project experiences, general experience, staffing availability, schedule and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

_____

Paula C. Brown, PE, Public Works Director

CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS

PROJECT NO. 2018-15
FERC INDEPENDENT CONSULTANT FOR PART 12 SAFETY INSPECTION AND
DAM SAFETY REPORT – HOSLER DAM

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Ashland (City) is seeking professional engineering services for Project **2018-15 FERC INDEPENDENT CONSULTANT FOR PART 12 SAFETY INSPECTION AND DAM SAFETY REPORT – HOSLER DAM** in accordance with Federal Energy Regulatory Commission (FERC) Part 12 Safety Inspection Guidelines.

It is anticipated that the same FERC approved engineer will complete both phases of the project. Each phase will be negotiated and awarded separately through the City of Ashland Contract for Personal Services. However, award of Phase I, does not specifically **guarantee** award of Phase 2 to the same engineer, firm or team. If the City so chooses, the City may select a different consultant for subsequent phases through a separate formal selection process.

The project will include, but is not specifically limited to, the following tasks and phases:

1.1.1 PHASE 1: COMPLETION OF THE FERC PART 12 D SAFETY INSPECTION.

The project will include but is not specifically limited to the following tasks:

- Independent Consultant/Lead Investigator must be approved or able to be approved by FERC.
- Engineering evaluation and report on the condition of Hosler Dam in accordance with FERC Part 12 Safety Inspection Guidelines.
- Review of Potential Failure Modes Analysis (PFMA) Report, and resubmittal of PFMA Report to FERC consistent with current format outlined in Chapter 14 of the FERC Engineering Guidelines.
- Submittal to FERC to be completed no later than November 1, 2018.
- Prepare for and make presentations to Engineering Staff and to the City Council as appropriate.
- Provide final report and presentation materials.
- Respond to City and FERC Comments.
- Anticipate completion of Phase 1 within 90 days of submission to FERC.

1.1.2 PHASE 2: RETAINAGE AS THE APPROVED FERC INDEPENDENT CONSULTANT FOR THE REMAINDER OF THE 5 YEAR PERIOD (through December 1, 2023)

- Any specific work during this period will be contracted separately.

1.2 Background Information

Hosler Dam is a variable radius concrete arch dam constructed in 1928 in the Ashland Watershed canyon. It impounds water from both the East and West Forks of Ashland Creek, which have small concrete diversion dam structures on each fork. There are no other major streams or other reservoirs upstream from Hosler Dam. The Ashland Watershed canyon diverts water from Mount Ashland (a peak of 7,533 feet). Hosler Dam, also known as Reeder Gulch, is owned and operated by the City of Ashland's Department of Public Works. The dam is founded on light-gray, medium-grained granite rock of the Ashland Pluton. The original design and evaluations have certified hard, sound, granite with excellent bearing capacity. The dam is constructed of reinforced concrete and the foundations are sound.
The dam has been inspected several times in recent years by registered structural engineers and has been certified as structurally sound. Hosler Dam is situated on Ashland Creek in the southwestern part

of the State of Oregon, three miles south of the City of Ashland and approximately 200 miles south of Salem, Oregon. Hosler Dam is 118 feet high and impounds approximately 800 acre-feet of water behind the dam in what is commonly referred to as Reeder Reservoir. Reeder Reservoir is the primary raw water source for the City of Ashland.

The powerhouse is operated by the City of Ashland's Electric Department in conjunction with the operations at the City's water treatment plant. The powerhouse was part of the original construction. The current generator was replaced after the 1997 flood. The current configuration utilizes a Pelton wheel turbine with an 810-kW horizontal shaft generator.

1.3 Reference Documents

The City has had several safety inspections and has a current safety surveillance and monitoring plan. The most recent "Part 12" was completed by URS (AECOM) Consultants in May 2013; Seventh Independent Consultant Safety Inspection Report. In addition, the City has recently authorized the following work to be completed by AECOM by the end of April 2018:

- Update project rating curve.
- Update erodibility report based upon the revised streampower calculations.
- Update the STID for the PMF analysis to ensure compliance with FERC Chapter 14 *Guidelines for the Evaluation of Hydropower Projects.*

This work will be made available to the selected consultant. As these documents contains critical energy infrastructure information, they are not available for general public release.

SECTION 2 - SCHEDULE

The schedule of events listed below represent City's estimated schedule for this request for proposal. This schedule is SUBECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	1/30/2018
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	2/19/2018
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	2/26/2018
4.	Closing Date (last day to submit Proposals)	~30 days after Proposal Release	3/1/2018
5.	Responses Evaluated	15 days after Closing Date	3/16/2018
6.	Interviews Held (if necessary)	25+ days after Closing Date	3/26/2018
7.	Intent to Award Announced	30 days after Closing Date	3/30/2018
8.	Contract Negotiations	40 days after Closing Date	4/10/2018
9.	Expected Project Completion	9 months after Contract Award	1/10/2019

SECTION 3 - SCOPE OF SERVICES

3.1 General Requirements

- Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

- Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.

- Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.

- Project Management: The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with city project manager and City staff.

- Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:
    - Work Completed during the month by work task as a percentage of completion.
    - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
    - Scope, Schedule, and Budget Issues and Changes.

3.2 Specific Requirements

The City of Ashland (City) is seeking a professional engineering services for Project 2018-15 FERC Independent Consultant to complete a Part 12 Safety Inspection and Dam Safety Report for Hosler Dam. Hosler Dam and its associated hydroelectric facilities (also known, inclusively, as the Reeder Gulch Project #1107-OR) are regulated by the Federal Energy Regulatory Committee (FERC)

3.2.1 PHASE 1: COMPLETION OF THE FERC PART 12 D SAFETY INSPECTION.

This purpose of this project is to meet Federal Energy Regulatory Commission (FERC) requirements related to Part 12 Safety Inspection. FERC has specific guidelines that must be meet prior to initiating the Part 12 Safety Inspection including approval by FERC of the Independent Consultant.

The project will include but is not specifically limited to the following tasks:

- Independent Consultant/Lead Investigator must be approved or able to be approved by FERC.
- Prepare for and make presentations to Engineering Staff and to the City Council as appropriate.
- Engineering evaluation and report on the condition of Hosler Dam in accordance with FERC Part 12 *Safety Inspection Guidelines*. This will be the eighth Independent Consultant's Safety Report. Prior safety reports will be available once the Independent Consultant is under contract and has been approved by FERC.
- Review the updated project rating curve (to be completed by AECOM not later than April 2018).
- Review the updated erodibility report (to be completed by AECOM not later than April 2018).
- Review the updated STID for the PMF analysis.
- Review the Potential Failure Modes Analysis (PFMA) Report, and resubmit any required PFMA Report to FERC consistent with current format outlined in Chapter 14 of the FERC Engineering Guidelines.
- Review of the PFMA Report will include review of previously identified potential failure modes, evaluation of the assigned categorizations and risk reduction measures, and the full development of any new potential failure modes that may be identified.
- Coordination of the Hosler Dam field inspection and the PFMA review with FERC's Portland Regional Office so that FERC may attend both. For planning purposes it is anticipated that a half-day to one full-day PMFA review with FERC will suffice.
- Submittal to FERC to be completed no later than November 1, 2018.
- Prepare for and make presentations to Engineering Staff and to the City Council as appropriate.
- Provide a final report, along with presentation materials (both digital and print copies).
- Respond to City and FERC Comments.

- Anticipate completion of Phase 1 within 90 days of submission to FERC.

3.2.2 PHASE 2: RETAINAGE AS THE APPROVED FERC INDEPENDENT CONSULTANT FOR THE REMAINDER OF THE 5 YEAR PERIOD (through December 1, 2023)

- The purpose of this phase includes responding to and completing specific tasks required by FERC related to the Part 12 safety inspection. Each task element in Phase 2 will be negotiated and awarded separately through the City of Ashland Contract for Personal Services.

SECTION 4 - EVALUATION CRITERIA

Written proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

4.1 Project Approach (20 Points Possible)

Provide a description of your firm's approach to complete a FERC Part 12 Safety Inspection and Dam Safety Report for Hosler Dam. Include a summary of prior partnerships with FERC and city staffs. Include a summary of your quality control program.

4.2 Project Experience (20 Points Possible)

a. Describe how your firm is organized and how its resources will be utilized to complete the work.
b. Provide a summary of relevant FERC related program experience.
c. Provide a concise description of at least three projects in the last 10 years, involving similar work to those listed in the scope of work.
d. Indicate which members of the proposed project team, if any, who worked on the example projects, and their involvement. These team members should be included in the Key Persons list submitted in 6.3(b) below.
e. Indicate your contingency plan should the FERC approved independent consultant/lead investigator is unable to complete the project.
f. Submit references for three of the projects described above. Include the Owners name, organization name, contact name, contact email and phone.

4.3 Project Team Experience (30 Points Possible)

a. Provide a description of the proposed organizational structure to be used for the project.
b. Provide a list of the key staff proposed for this project ("Key Person(s)"). Be specific on the individual that will be named as the Independent Consultant responsible for FERC compliance. This individual must be approved by FERC prior to any contract execution. Provide a concise summary of each key person(s)'s role, and a description of their relevant experience for this project.
c. Submit resumes that support each Key Person's relevant experience. *No more than five resumes should be submitted as Appendix A, and will not count against page limit.*
d. Indicate which individual will manage the project and be the primary contact. Indicate the specific experience this individual has managing project similar to the proposed treatment plant outfall project.
e. State the estimated proportion of each Key Person's time that will be spent on City's project vs. total time spent on all Key Person's projects during the term of contract.

4.4 Proposer's Demonstrated Ability to Successfully Complete Similar Projects on Time and Within Budget (30 Points Possible)

For each of the three (3) projects listed in response to 6.2(c), provide a discussion of whether the project was completed on time and on budget or needed to be revised. Briefly explain the reason for any revisions, and what attempts were made to bring the project back on schedule and within budget.

4.5 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

4.6 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Experience	20	
3.	Project Team Experience	30	
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30	
5.	Termination for Default	P/F	
	Total	100	

SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written proposals is 100 and an additional 100 points may be scored through the interview process.

5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 Right of Rejection

Proposers must comply with all terms of the RFP, City Rules, and all applicable local, state, and federal laws, administrative rules and regulations. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of City. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that may be waived include:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

City reserves the right to refrain from making an award if the City determines that to be in its best interest.

A proposal from a debarred or suspended Proposer shall be rejected.

5.3 References

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

City reserves the right to check any and all sources for information and to include sources for information and to include sources other than the references provided in the Proposer's proposal. City may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

5.4 Responsibility

City reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

City reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 Interviews

The outcome of the proposal evaluations *may* result in placement on an interview (short-listed) with time and date of the interview. Should City elect to hold interviews, the total additional points possible for the interview will be **100**.

City may invite up to three (3) of the highest-ranked firms (or at a natural break in scoring) to interview. The Firm's Key Persons, as identified by City shall be prepared to attend the interview within five (5) business days of notification by City, and shall be prepared to answer questions provided with the Interview Invite letter, and questions that will be provided at the time of the interview, and discuss the Firm's proposed project approach.

5.7 Finalist Selection

The firm with the highest total score as a result of written proposal scoring and interview scoring, if conducted, will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

5.8 Ties among Proposers

If City determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the Finalist, and send copies to all Proposers.

5.10 Contract Negotiation

City will begin negotiating the fees for the project, along with expanded scope of work detail, with the highest ranked Proposer and specifically, conduct direct negotiations toward obtaining written agreement on:

a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
c) Any other provisions City believes to be in the City's best interest to negotiate.
d) Initial negotiations will be based upon Contract Phase 1.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation. Nothing in the rule precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

5.11 Protest Procedures

City shall provide to all Proposers a copy of the selection notice that City sent to the highest ranked Proposer. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, or Land Surveying Services, or Related Services described in the RFP.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. City will not consider late protests.

b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City

c) Protests based on procedural matters will not be considered.

d) City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid of proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.

e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).

f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.

g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.

h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Award of Contract decision.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and final scope of work with an awarded Proposer, City will issue a Personal Services Contract ('PSC"), in substantially the form as found in the Appendix of this RFP document. The PSC will include the City's Standard Terms and Conditions and the final scope of work and fees.

SECTION 6 - CONTRACT

6.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 5.11. Unconditional refusal to accept contract provisions will result in proposal rejection.

Contract Duration –

- Phase 1: Submittal to FERC to be completed no later than November 1, 2018. Anticipate completion of Phase 1 within 90 days of submission to FERC.
- Phase 2: Retainage as approved FERC IC through December 1, 2023.

Contract Payment – Contingent upon City's need, consultant's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2017 ($14.81 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds $20,688.86 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of $20,688.86.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's

wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

6.2 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under the contact.

6.3 Insurance Requirements

Contactor shall at its own expense provide the following insurance:

a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 per occurrence. This is to cover damages caused by any error, omission, or negligent act related to the professional services to be provided under the contract.
c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contact. The certificate will specify all of the parties who are additional insures. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - **INSTRUCTIONS TO PROPOSERS**

7.1 General

All proposals and any resulting contracts are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B. Engineering contracts are further subject to 279C and to the City of Ashland (City) Municipal Code Section 2.50.

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten 12 point font minimum.
- Except for proposer attachments, proposal form and resumes, the proposal shall contain no more than 8 pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile proposals shall be accepted.
- The electronic submission of a proposal will not be permitted.
- To be considered, all proposals must be received by the City prior to the hour and date of the advertised proposal closing.
- A total of six originals (wet signatures), and complete proposals shall be submitted to the City prior to the advertised proposal closing date.
- 1 digital copy of all submitted documents on CD or thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of the Request for Proposals.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of the Request for Proposals. All necessary attachments (Bidder Residency information, Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

7.7 Definitions

For the purpose of this RFP:

"Agency" or **"City"** means City of Ashland.

"Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"Calendar days" or **"days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Engineering Department

"Manager" means the City of Ashland Project Manager

"Proposers"- All firms submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".

"Qualification Based Selection" or **"QBS"** (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.

"RFP" means Request for Proposal.

"RFQ" means Request for Qualifications.

"Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

"Services" means the services to be performed under the Contract by the Consultant.

"Statement of Work" means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City's Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addendum received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addendum to registered proposers but will do so as a courtesy only. All official addendums will be issued through ORPIN and it shall be the proposer's sole responsibility to acquire any and all addendum pertaining to RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer's written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.

- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Proposal No. **2018-15**
City of Ashland Public Works Dept.
ATTN: Paula Brown, P.E., Public Works Director
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

7.10 Protest of Contract Award

Every proposer who submits a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantial diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279A, 279B, 279C the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

7.11 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.12 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the RFP closing time. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.13 Proprietary Information

The City is subject to the Oregon Public Law (ORS 192.410 to 192.505), which require the City to disclose all records generated or received in the transaction of City business, expect as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.50 (2)) and computer programs (ORS 192.501(15)). The City will not disclose

records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The entire RFP cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential"; cite as a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentially. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the Proposer. If the Proposer disagrees with the City's decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

7.14 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.15 Proposal Opening

Unless otherwise provided by Law or Rule, proposals received in response to this Request for Proposals shall be publicly opened at scheduled closing date and time at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the RFP opening shall be informed only of the names of the Proposers submitting proposals. No other information shall be available and no copies of the proposals shall be made. Award decisions will NOT be made at the opening.

SECTION 8 - **PROPOSAL FORM**

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 6 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- ☐ RESPONSE TO ALL EVALUATION CRITERIA listed in Section 6
- ☐ SECTION 8 – Proposal Form
- ☐ Bidder Residency Information
- ☐ Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes___ No____. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: ___

OSBEELS / OSBGE / ORBAE No.(s)
Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 6.3 (b). Attach additional sheet if necessary)

Name:_____Title:_____Certification No:_____
Name:_____Title:_____Certification No:_____
Name:_____Title:_____Certification No:_____
Name:_____Title:_____Certification No:_____
Name:_____Title:_____Certification No:_____
Name:_____Title:_____Certification No:_____

PROPOSER INFORMATION:

_____

Proposer Company Name

_____

Company Address (from which work will be performed)

_____ _____ _____

Telephone Number Fax Number FEDERAL ID NUMBER

Person Signing RFP_____Title_____

Signature:_____

Email Address:_____

APPENDIX A – **CONTRACT FORM INCLUDING EXHIBIT A,**
APPENDIX B – **FORM W-9**
APPENDIX C – **CITY OF ASHLAND LIVING WAGE**

Contract for Personal Services

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311	CONSULTANT: CONTACT: ADDRESS: TELEPHONE: EMAIL:
EFFECTIVE DATE:	TERM/COMPLETION DATE:
NOT TO EXCEED AMOUNT:	
SERVICES TO BE PROVIDED:	

ADDITIONAL TERMS:

In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.

FINDINGS:

Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.

NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:

1. **Findings / Recitations**. The findings and recitations set forth above are true and correct and are incorporated herein by this reference.
2. **All Costs by Consultant:** Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.
3. **Qualified Work:** Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
4. **Completion Date:** Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.
5. **Compensation:** City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.
6. **Ownership of Documents:** All documents prepared by Consultant pursuant to this contract shall be the property of City.
7. **Statutory Requirements:** ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.
8. **Living Wage Requirements:** If the amount of this contract is $20,688.86 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.
9. **Indemnification:** Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and against all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.
10. **Termination:**

a. Mutual Consent. This contract may be terminated at any time by the mutual written consent of both parties.

b. City's Convenience. This contract may be terminated at any time by City upon not less than 30 days' prior written notice delivered by certified mail or in person.

c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or

iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
14. **Insurance.** Consultant shall at its sole expense provide the following types of insurance:

a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers

b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence. This is to cover damages caused by any error, omission or negligent act related to the professional services to be provided under this Contract.

c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue**: This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.
16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
17. **Nonappropriations Clause**. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:	**City of Ashland**
By _____	By _____
Signature	Department Head
_____	_____
Print Name	Print Name
_____	_____
Title	Date
W-9 One copy of a W-9 is to be submitted with the signed contract.	Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent Contractor as defined in the contract documents, it is authorized to do business in Oregon, it is authorized to act on behalf of the City, and Contractor has checked four or more of the following criteria that apply to its business.

_____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____

Contractor (Date)

CITY OF ASHLAND, OREGON

EXHIBIT B

City of Ashland

LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$14.81 per hour, effective June 30, 2017.

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 **$20,688.86** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **$20,688.86**.
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF ASHLAND

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – Portland Regional Office
805 SW Broadway, Suite 550
Portland, Oregon 97205
(503) 552-2700

5/23/2022

In reply refer to:
P-1107

VIA Electronic Mail

Mr. Scott Fleury
Public Works Director
City of Ashland
scott.fleury@ashland.or.us

Subject: Ninth Part 12D Report, for a Comprehensive Assessment of the Hosler Development, Reeder Gulch Project, is due by December 31, 2023

Dear Mr. Fleury:

This letter is to inform you that the Ninth Part 12D Independent Consultant's Safety Inspection Report (Part 12D Report) for the Hosler Development of the Reeder Gulch Project, FERC No. 1107, is due to be submitted to this office by December 31, 2023.

This letter contains important information about the required scope and contents of the Part 12D Report and reflects changes to the Commission's regulations that were implemented by Order 880 and went into effect on April 11, 2022. We encourage you to read this letter in its entirety, as well as the regulations and associated Guidelines.

General Requirements

Code of Federal Regulations (CFR) Title 18, Part 12, Subpart D establishes the Commission's Independent Consultant (IC) Inspection Program, also referred to as the Part 12D Program, and prescribes the scope of inspections, reports, qualifications of Independent Consultant Team (IC Team) personnel, and related procedures.[1] The Part 12D Program is implemented by the Commission's Office of Energy Projects, Division of Dam Safety and Inspections (D2SI). Chapter 16 of the Commission's Engineering

[1] https://www.ecfr.gov/on/2022-04-11/title-18/chapter-I/subchapter-B/part-12/subpart-D

Guidelines for the Evaluation of Hydropower Projects (Engineering Guidelines) provides additional information related to the Part 12D Program.[2]

The list below shows several key components and deliverables that are required for this inspection:

- For the Ninth Part 12D Inspection, the IC Team must perform a **Comprehensive Assessment** (CA) as defined in 18 CFR § 12.31(f) and described in 18 CFR § 12.37.
    - The scope of a CA includes a **Potential Failure Modes Analysis** (PFMA) conducted in accordance with the guidance in Chapter 17 of the Engineering Guidelines.[3]
    - The scope of the CA also includes a **Level 2 Risk Analysis** (L2RA) conducted in accordance with Chapter 18 of the Engineering Guidelines.[4]
- You must provide a **Part 12D Inspection Plan** in advance, including an **IC Team Proposal**, and obtain written approval from the Director, D2SI in advance of the Part 12D Inspection, as described in 18 CFR § 12.34.
- The IC Team must prepare a preliminary report, referred to as a **CA-Pre-Inspection Preparation Report** (CA-PIPR). The CA-PIPR must be submitted at least 30 days in advance of the first IC Team activity, as described in 18 CFR § 12.42. Appendix 16-E of the Engineering Guidelines provides an outline for the CA-PIPR.
- The IC Team must document their findings in a final Part 12D Report, specifically a **Comprehensive Assessment Report** (CAR), which is described in 18 CFR § 12.38. The CAR must be submitted by December 31, 2023. Appendix 16-D of the Engineering Guidelines provides an outline for the CAR.
- The IC Team is to present their findings to Licensee and Commission staff during a **CA Review Meeting**, as described in Section 16-7.5 of the Engineering Guidelines.
- You must provide a **plan and schedule for corrective measures** to address the IC Team's recommendations, as required by 18 CFR § 12.41 and further described in Section 16-7 of the Engineering Guidelines.

---

[2] https://elibrary.ferc.gov/eLibrary/filelist?accession_number=20211216-3085
[3] https://elibrary.ferc.gov/eLibrary/filelist?accession_number=20211216-3086
[4] https://elibrary.ferc.gov/eLibrary/filelist?accession_number=20211216-3088

Project Development(s) Requiring Inspection

The applicability of 18 CFR Part 12, Subpart D is based on project developments as defined in 18 CFR 12.3(b)(7). A project development comprises "an impoundment and its associated dams, forebays, water conveyance facilities, power plants, and other appurtenant facilities." For this CA, the following project developments require inspection:

- Hosler Development

Timeline of Activities

The table below shows the timing of some major milestones in the CA process. Shortly after issuance of this letter, Commission staff will contact you to schedule the initial coordination call; Enclosure 1 provides an agenda for that call.

Milestone	Timing
Initial Coordination Call (*Licensee and FERC*)	Within approximately 30 days of the date of this letter
Submit the Part 12D Inspection Plan to the FERC	180 days in advance of the first IC Team activity (field inspection or PFMA/L2RA)
Second Coordination Call (*Licensee, IC Team, and FERC*)	Within approximately 6 weeks after approval or conditional approval of the IC Team
Submit the CA-PIPR to FERC	At least 30 days before the first IC Team activity (field inspection or PFMA/L2RA)
Field inspection, PFMA, and L2RA (*Licensee, IC Team, and FERC*)	*Dates as scheduled in the Part 12D Inspection Plan*
Submit the CAR to FERC	December 31, 2023
CA Review Meeting	Within 60 days after the CAR is submitted
Submit the plan and schedule to address the IC Team's recommendations	Within 60 days after the CAR is submitted

Approval of the Independent Consultant Team and the Part 12D Inspection Plan

You are required to submit a Part 12D Inspection Plan at least 180 days in advance of the first IC Team activity; since you are to perform a Comprehensive Assessment, the first activity may be either the site inspection or PFMA/L2RA.[5] The Part 12D Inspection Plan must describe the scope and schedule of the inspection activities and include an IC Team Proposal, which must:

[5] 18 CFR § 12.34(b)

- Identify the required technical disciplines for IC(s) and supporting team members;
- Identify the proposed IC(s) and demonstrate that they meet the requirements of 18 CFR § 12.31(a);
- Identify any facilitator(s) for the PFMA and L2RA;
- Demonstrate that the IC Team collectively has the required "experience and expertise with dam design, construction, and in the evaluation and assessment of the safety of existing dams, commensurate with the scale, complexity, and relevant technical disciplines of the project and type of review, inspection, and assessment being performed;"[6] and
- Address any potential conflicts of interest that may exist, specifically in regard to the requirement in 18 CFR § 12.34(b)(3), which prohibits any member of the IC Team from reviewing their own previous work.

You are required to obtain written approval of the proposed IC Team from the Director, D2SI prior to the performance of the Part 12D Inspection.[7] File the Part 12D Inspection Plan, including the IC Team Proposal, using the Commission's eFiling system with the following address block on your transmittal letter:

Mr. David Capka, P.E., Director
Division of Dam Safety and Inspections
Federal Energy Regulatory Commission
Office of Energy Projects

You can access the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. Select Hydro: Regional Office and Portland Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Section 16-3.3 of the Engineering Guidelines provides additional information related to the Part 12D Inspection Plan and IC Team Proposal. Please note that you may provide the name(s) and resume(s) of any supporting members of the IC Team in the Pre-Inspection Preparation Report (discussed below) instead of the IC Team Proposal, which provides flexibility for assigning subject matter experts closer to the inspection and PFMA/L2RA dates.[8]

---

[6] 18 CFR § 12.31(b)
[7] 18 CFR § 12.34(a)
[8] 18 CFR § 12.34(b)(4)

Review of Prior Reports

The IC Team must "review and consider all relevant reports on the safety of the development made by or written under the direction of Federal or state agencies, submitted under Commission regulations, or made by other consultants," and "must perform sufficient review to have, at the time of the [inspection], a full understanding of the design, construction, performance, condition, downstream hazard, monitoring, operation, and potential failure modes of the project works." As the licensee, you are responsible for "[providing] to the independent consultant team all information and reports necessary" to fulfill these requirements. For a CA, the IC Team must also possess an understanding of the risk associated with the project works, though this requirement will be minimal for an initial CA unless prior risk studies have been performed for the project.

When determining whether a completed study requires review by the IC Team, the status of the FERC review is irrelevant. The IC Team must review all current completed studies (i.e., those have been or are ready to be submitted to the FERC and have not been superseded). The IC Team may be requested to review in-progress studies (i.e., those that have not been submitted to the FERC) on a case-by-case basis. Generally, the IC Team will only be required to review studies completed by the date of FERC approval of the IC Team.

Pre-Inspection Preparation Report

At least 30 days prior to the first in-person IC Team activity (field inspection, PFMA, or RA), you are required to submit a preliminary report (the CA-PIPR) documenting the initial findings from the IC Team's review of project documentation, instrumentation data, and other information.[9] We will review the CA-PIPR to evaluate whether the IC Team has an adequate understanding of project features and determine whether the inspection activities can proceed as scheduled. If the name(s) and resume(s) of any supporting members of the IC Team were not provided in the Part 12D Inspection Plan, they must be provided in the letter transmitting the CA-PIPR. Section 16-4 of the Engineering Guidelines contains additional information regarding PIPRs.

If you do not submit the CA-PIPR in a timely manner, or if the CA-PIPR does not clearly demonstrate that the IC Team has performed the necessary level of preparation, we may require postponement of the in-person IC Team inspection activities. Regional Office staff will review the CA-PIPR and determine whether it is acceptable, generally acceptable, or unacceptable, as described in Section 16-4.1 of the Engineering Guidelines. If the CA-PIPR is acceptable or generally acceptable, the Part 12D Inspection may proceed as scheduled, though we may request follow-up action(s) to

[9] 18 CFR § 12.40(f)

be completed prior to the first activity. If the CA-PIPR is unacceptable, the Part 12D Inspection will be postponed, and that postponement will not constitute good cause for an extension to submit the CAR. If the Regional Engineer does not issue a letter within two weeks after the CA-PIPR is submitted, the CA-PIPR will be deemed acceptable by default.

Field Inspection

The scope of any Part 12D Inspection includes "a physical field inspection of accessible project works, including galleries, adits, vaults, conduits, earthen and concrete-lined spillway chutes, the exterior of water conveyances, and other non-submerged project features that may require specialized access to facilitate inspection." Section 16-6.7.1 of the Engineering Guidelines contains additional details regarding inspection of the reservoir rim and spillway chutes; observation of gate operations; the review of special inspection reports; and the inspection of typically inaccessible features.

You must provide a schedule for the field inspection to the Regional Office in advance of the inspection. If the IC Team intends to split into smaller groups to inspect multiple project features simultaneously, you must inform us well in advance. Typically, Regional Office staff will accompany the IC Team during the field inspection, and we will need to ensure that we send sufficient personnel to observe the project features with the IC Team. Any special access procedures and safety equipment should be identified ahead of time so that everyone attending the field inspection can prepare accordingly.

Potential Failure Modes Analysis

You are required to perform a completely new Potential Failure Modes Analysis (PFMA) as part of this Comprehensive Assessment[10]. Chapter 17 of the Engineering Guidelines contains additional information about the PFMA process and requirements for performance, documentation, and follow-up, and you should review the chapter in detail to have a complete understanding of the process. Sections 16-6.6.2 and 16-6.6.4 of the Engineering Guidelines provide information that is specific to the performance and documentation of a PFMA during a CA, which is significantly different from the "PFMA reviews" that were performed under the previous Guidelines. **Please note the following significant changes to our PFMA process:**

- The definition of the term 'failure' has been revised to include not only the loss of the reservoir, but also the inability of the project features or components to perform their intended function and the project features or components performing in an impaired or compromised fashion. This includes misoperation of project elements.

[10] 18 CFR § 12.37(f)

- Prior to identifying project potential failure modes, the PFMA team must develop a complete understanding of the physical project features, components, and elements and the interactions, relationships, and dependencies of those physical elements in a systems context. This understanding must include the identification of potential backup systems and redundancies as well as operational protocols, standard operating procedures, lines of communication, feedback, and authorities and responsibilities of project personnel.
- The brainstorming session should be performed in a structured manner through project features, loading conditions, and failure mechanisms to help ensure that the team does not miss or overlook candidate PFMs (Section 17-4.7.5 of the Engineering Guidelines).
- The PFMA must include consideration of the potential contribution and influence of human and organizational factors, such as organizational culture and decision-making authority and practices, and how these factors can contribute to failure. The propensity toward failure is determined by the balance of factors that contribute to failure versus safety.
- When classifying candidate Potential Failure Modes (PFMs), you should use the PFM screening process described in Chapter 17 of the Engineering Guidelines (Section 17-4.7.8 and Figure 17-1). The Commission no longer uses numbered categories.
- PFMs should be documented in a consistent format. Appendix 17-G in the Engineering Guidelines provides a suggested PFM template. The PFM labels should be logical and provide an indication of what the PFM covers; Table 17-1 shows an example of a preferred nomenclature.
- Licensee staff are prohibited from serving as the facilitator (Section 17-4.3.2 of the Engineering Guidelines).

Level 2 Risk Analysis (L2RA)

You are required to perform a risk analysis as part of this Comprehensive Assessment.[11] Chapter 18 of the Engineering Guidelines contains additional information about the risk analysis process and requirements for performance, documentation, and follow-up, and you should review the chapter in detail to have a complete understanding of the process. Sections 16-6.6.3 and 16-6.6.4 of the Engineering Guidelines provide information that is specific to the performance and documentation of an L2RA during a CA. Please note the following highlighted items regarding the L2RA process:

[11] 18 CFR § 12.37(g)

- Section 18-5 of the Engineering Guidelines identifies the qualifications of the risk analysis team, including those of the risk analysis facilitator.
- The following risk measures should be included in the risk analysis:
  - Societal incremental life safety risk
  - Non-breach life safety risk
  - Annual probability of failure

  Where appropriate, economic and other consequences such as environmental, cultural, etc. should also be considered.
- Probabilistic loading estimates for hydrologic and seismic loads are required to perform the risk analysis. These estimates must be prepared in advance of the risk analysis session so that information is available for the risk analysis.
- Likewise, consequence estimates (life loss and others as appropriate) are required to perform the risk analysis. These estimates must be prepared in advance of the risk analysis session so that information is available for the risk analysis.
- Screening of potential failure modes for the risk analysis should be performed in accordance with the process described in Section 18-7.2 of the Engineering Guidelines.
- Risk estimates should be portrayed using the risk matrices provided in Section 18-11 of the Engineering Guidelines.
- Similar to the development and documentation of potential failure modes for the PFMA, potential failure modes for the risk analysis should be documented in a consistent format. Appendix 18-C of the Engineering Guidelines provides a suggested template.

Comprehensive Assessment Report

By the due date shown above, you are to submit the IC Team's CAR to this office. Section 16-6 of the Engineering Guidelines contains additional information about the documentation required in each section of the CAR. Please note the following specific requirements that are important for you and the IC Team to fully understand:

- Incorporation by Reference. The regulations implemented by Order 122 (January 28, 1981) permitted the incorporation by specific reference to a previous Part 12D Report if the conditions, assumptions, and available information had not changed. **This is not permitted under the regulations that were implemented by Order 880 and which went into effect on April 11, 2022.** The IC Team must document their own interpretation and evaluation in each section of the CAR, where required.

- Evaluation of Performance. The evaluation of the performance of project works must be an independent interpretation based on the IC Team's visual observations and review of instrumentation data and surveillance reports. The IC Team may not rely entirely on previous interpretations or state that a particular condition or instrumentation data does not indicate a potential issue simply because it is not changing over time. The evaluation must clearly address the identified PFMs as well as whether any previously unidentified PFMs may be active or developing.
- Specific Evaluation. The IC Team must evaluate the adequacy of spillways, as described in 18 CFR § 12.39; the structural adequacy and stability of structures under all credible loading conditions; the potential for internal erosion and/or piping of embankments, foundations, and abutments. [12]
- Review of Design Basis and Construction. The IC Team must review historical construction documents in order to evaluate "the design and construction practices used during original construction and subsequent modifications, in comparison with the industry best practices in use at the time of the [CA]."[13] Additional information is provided in Section 16-6.3 of the Engineering Guidelines.
- Review of Analyses of Record. The IC Team must review and evaluate the studies and analyses of record and specifically address the accuracy, relevance, and consistency with the current state-of-the-practice of dam engineering. Additional information regarding this component of a CA is provided in Section 16-6.4 of the Engineering Guidelines. If the IC Team is unable to review any particular analysis of record; or if they disagree with the assumptions, methods, calculations, results, or conclusions; the IC Team must recommend that the Licensee complete a new analysis.[14]
- Recommendations. For each corrective measure the IC Team provides in the CAR, they are also required to provide their recommendation of a reasonable time for the Licensee to carry out the corrective measure.

Review Meeting and Presentation

Within 60 days of submitting the Part 12D Report, the IC Team is to present a summary of their findings, conclusions, and recommendations to the Licensee and Commission staff in a CA Review Meeting. The draft review meeting presentation should be provided to all participants in advance. The meeting may be in person, virtual, or hybrid. Refer to Section 16-7.5 of the Engineering Guidelines for additional information related to the review meeting. It may be helpful to conduct this meeting between 30-45 days after submittal of the Part 12D Report so the Licensee can ask

[12] 18 CFR § 12.38(b)(1) through (3)
[13] 18 CFR § 12.38(b)(4)
[14] 18 CFR § 12.38(c), § 12.36(d)(2)

questions before submitting their plan and schedule to address the IC Team's recommendations.

Corrective Measures – IC Team Recommendations and Licensee Plan and Schedule

Within 60 days of submitting the Part 12D Report, you must submit your plan and schedule for addressing any recommendations provided by the IC Team.[15] Your plan may include any proposal, including taking no action, that you consider a preferred alternative to any corrective measures recommended by the IC Team, and you may not concur with the IC Team's recommended time to complete each corrective measure. However, it is your responsibility to provide complete justification in support of your preferred alternative, and the Regional Engineer may require modifications to your proposed plan and schedule.[16] You must submit an annual report documenting the status of the corrective measures until all have been completed.[17]

If during the course of their inspection, the IC Team discovers any condition for which emergency corrective measures are advisable, the IC Team must notify you immediately and you must notify the Regional Engineer pursuant to 18 CFR § 12.10(a).[18]

Closing

The Commission's dam safety program is a cooperative process that includes the Licensee, the IC Team, and the FERC. The most important of the three elements is the Licensee, as you operate the project, see the project on a regular basis, and are responsible for the performance monitoring program used to determine if any potential failure modes are developing. It is your responsibility as the Licensee to submit the Part 12D Report to the FERC and ensure that the Part 12D Report meets the requirements of the Commission's Regulations and the Engineering Guidelines before it is submitted. The Part 12D Report is a FERC requirement but is also a valuable resource for you as the dam owner.

The Part 12D Report and all related submittals should be eFiled by selecting Hydro: Regional Office and Portland Regional Office. If you are also filing a Supporting Technical Information Document (STID) or an STID update, the STID should also be eFiled by selecting Hydro: Regional Office and Portland Regional Office. If the reference materials comprising the Digital Project Archive (DPA) cannot be eFiled, contact the project engineer to discuss options for transmitting the reference materials to the Commission. You can access the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. The cover page of the filing must indicate

[15] 18 CFR § 12.41(a)(1)(i)
[16] 18 CFR § 12.4(b)(2)(iii)(C)
[17] 18 CFR § 12.41(a)(2)
[18] 18 CFR § 12.41(b)

that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

If you have any questions regarding this letter or Enclosures, please do not hesitate to call me at 503-552-2715. Your support is critical for ensuring the safety of your project and I am available to discuss any concerns or comments that you may have.

Sincerely,

Douglas L. Johnson, P.E.
Regional Engineer

Enclosures:

1. Initial Coordination Call Agenda
2. Second Coordination Call Agenda
3. Outline for the CAR and CA-PIPR

Enclosure 1: Initial Coordination Call Agenda

Initial Coordination Call Agenda

1. General Requirements
    a. Regulations
    b. Guidelines
    c. Scope of inspection

2. Overview of Changes to Part 12D Inspections
    a. Detailed review of prior information
    b. Specific evaluation of design basis, construction, analyses/studies of record
    c. Inspection observations and review of instrumentation data and surveillance reports
    d. Incorporation by reference – **not permitted**
    e. PFMA and L2RA procedures

3. Licensee's Role
    a. Internal processes to scope the Part 12D Inspection
    b. Prepare and submit Part 12D Inspection Plan and IC Team Proposal
    c. Provide required information/documentation to IC Team
    d. Coordinate logistics (to be discussed in detail during Second Coordination Call)
    e. Submit IC Team's CA-PIPR to FERC
    f. Attend inspection and PFMA/L2RA
    g. Submit IC Team's CAR to FERC
    h. Participate in CA Review Meeting
    i. Review IC Team's recommendations; develop plan and schedule to address the recommendations and submit to FERC

4. Project-Specific Discussion
    a. Outstanding issues/concerns
    b. Initial thoughts – potential technical disciplines required
    c. Estimated timeframe for inspection and PFMA/L2RA

Enclosure 2: Second Coordination Call Agenda

Second Coordination Call Agenda

1. General Requirements
    a. Regulations
    b. Guidelines
    c. Scope of inspection

2. IC Team's Responsibilities
    a. Detailed review and evaluation of prior information
        i. Design basis and construction
        ii. Analyses/studies of record
        iii. Instrumentation data and surveillance reports
    b. Prepare CA-PIPR and provide to the Licensee
    c. Perform inspection; participate in PFMA/L2RA
    d. Prepare CAR and provide to the Licensee
        i. Include recommendations and reasonable timeframe for the Licensee to complete each
    e. Prepare and present findings at CA Review Meeting
    f. Incorporation by reference – **not permitted**

3. PFMA and L2RA Procedures
    a. Revised definition of failure
    b. Preparation
    c. Brainstorming
    d. PFM screening process
    e. Documentation

4. Preliminary Logistics
    a. Field inspection
    b. PFMA/L2RA

Enclosure 3: Outline for the CAR and CA-PIPR

The outline on the following pages can be used for both the CAR and CA-PIPR. For sections that do not require content in the CA-PIPR, the IC Team can leave the heading in place and add a note that the section is retained as a placeholder for use in the CAR. Refer to Appendices 16-D and 16-E of the Engineering Guidelines for additional details regarding the required contents of each section for a CAR and a CA-PIPR, respectively.

Enclosure 3: Outline for the CAR and CA-PIPR

SECTION 1: FINDINGS AND RECOMMENDATIONS

1.1 General Conditions and Evaluation of Performance

1.2 Review and Evaluation of Design and Construction

1.3 Review and Evaluation of Previous Analyses

1.4 Review and Evaluation of Dam and Public Safety Programs

1.4.1 Owner's Dam Safety Program

1.4.2 Dam Safety Surveillance and Monitoring Program

1.4.3 Hazard Potential Classification

1.4.4 Emergency Action Plan

1.4.5 Public Safety Plan

1.4.6 Operations and Maintenance

1.4.7 Spillway Adequacy

1.4.8 Supporting Technical Information Document

1.5 Potential Failure Modes Analysis, Risk Analysis, and Dam Safety Risk Classification

1.5.1 Potential Failure Modes Analysis

1.5.2 Level 2 Risk Analysis

1.5.3 Dam Safety Risk Classification

1.6 Recommendations

SECTION 2: DESCRIPTION OF PROJECT FEATURES AND OPERATIONS

2.1 Location and Purpose

2.2 Description of Project Features

2.3 Summary of Operations

SECTION 3: REVIEW AND EVALUATION OF DESIGN BASIS AND CONSTRUCTION

3.1 Engineering Geology

3.1.1 Regional Geology

3.1.2 Site Geology

3.1.3 Foundation Explorations

3.1.4 Geologic Hazards

3.2 Dam

3.2.1 Design Considerations

3.2.2 Foundation Excavation and Treatment

3.2.3 Materials and Placement

3.2.4 Construction Details

3.2.5 Modifications

3.3 Spillway

3.4 Outlets

3.5 Powerhouse

3.6 Other Structures

3.7 Mechanical

3.7.1 Spillway

3.7.2 Outlets

3.7.3 Powerhouse

SECTION 4: REVIEW AND EVALUATION OF PREVIOUS ANALYSES

4.1 Geology

4.2 Seismicity

4.3 Hydrology and Project Hydraulics

4.3.1 Precipitation and Snowmelt

4.3.2 Flood Loading and Routings

4.3.3 Dam Breach Studies

4.4 Analyses of Project Features

4.4.1 Analyses of [Project Feature 1]

4.4.1.1 Static Analyses of [Project Feature 1]

4.4.1.2 Seismic Analyses of [Project Feature 1]

4.4.1.3 Hydraulic and Overtopping Analyses of [Project Feature 1]

4.4.1.4 Other Analyses of [Project Feature 1]

4.4.2 Analyses of [Project Feature 2]

4.4.2.1 Static Analyses of [Project Feature 2]

4.4.2.2 Seismic Analyses of [Project Feature 2]

4.4.2.3 Hydraulic and Overtopping Analyses of [Project Feature 2]

4.4.2.4 Other Analyses of [Project Feature 2]

4.4.3 Analyses of [Project Feature 3, 4, etc.]

SECTION 5: PROJECT STATUS

5.1 Modifications to Project Works

5.2 Modifications to Project Operations

5.3 Recommendations of Previous Independent Consultants

5.4 Outstanding/Ongoing Studies

5.5 Completed Studies

5.6 Summary of Operations and Maintenance Programs

SECTION 6: FIELD INSPECTION OBSERVATIONS AND INTERPRETATION OF MONITORING DATA

6.1 General

6.2 [Name of Project Feature 1]

6.2.1 Field Inspection Observations

6.2.2 Review and Evaluation of Instrumentation Data and Surveillance

6.2.3 Evaluation with Respect to Potential Failure Modes

6.2.4 Conclusion

6.3 [Name of Project Feature 2]

6.3.1 Field Inspection Observations

6.3.2 Review and Evaluation of Instrumentation Data and Surveillance

6.3.3 Evaluation with Respect to Potential Failure Modes

6.3.4 Conclusion

6.4 [Name of Project Feature 3, 4, etc.]

6.5 Overall Interpretation of Instrumentation Data

SECTION 7: PFMA AND RISK ANALYSIS

7.1 General

7.2 Probabilistic Hydrologic Loading

7.3 Probabilistic Seismic Loading

7.4 Consequences

7.5 PFMA

7.6 Risk Analysis and Summary

SECTION 8: REVIEW AND EVALUATION OF DAM AND PUBLIC SAFETY PROGRAMS

8.1 Owner's Dam Safety Program

8.2 Dam Safety Surveillance and Monitoring Program

8.3 Hazard Potential Classification

8.4 Emergency Action Plan

8.5 Public Safety Plan

8.6 Operations and Maintenance

8.7 Spillway Adequacy

8.8 Supporting Technical Information Document and Digital Project Archive

8.8.1 Potential Failure Modes Analysis and Risk

8.8.2 Project Description

8.8.3 Construction History

8.8.4 Standard Operating Procedures

8.8.5 Geology, Seismicity, and Geotechnical Data

8.8.6 Hydrology and Hydraulics

8.8.7 Dam Safety Surveillance and Monitoring Plan

8.8.8 Stability, Stress, and Other Analyses of Dams and Water Conveyances

8.8.9 Gates, Valves, and Other Water Level Control Valves

8.8.10 Pertinent Correspondence Related to the Safety of Project Works

8.8.11 References

APPENDICES FOR THE COMPREHENSIVE ASSESSMENT REPORT

Appendix A: FERC Letter Requiring Part 12D Inspection

Appendix B: FERC Letter Approving Part 12D Inspection Plan and IC Team

Appendix C: Project Figures

Appendix D: Instrumented Monitoring Data Plots

Appendix E: Inspection Photographs

Appendix F: Inspection Checklists and/or Field Notes

Appendix G: Operation and Maintenance Documentation

Appendix H: Potential Failure Modes Analysis Report

Appendix I: Risk Analysis Report

Appendix J: Independent Calculations

Council Business Meeting

February 21, 2023

Agenda Item	Contract with The Freshwater Trust for a Flow Augmentation Feasibility Study of Cold-Water Releases from Reeder Reservoir	
From	Scott Fleury PE	Public Works Director
Contact	Scott.Fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a professional services contract with the Freshwater Trust to perform a flow augmentation feasibility study in association with the Wastewater Treatment Plant National Pollution Discharge Elimination System Permit (NPDES). The augmentation study is meant to determine the feasibility of cold-water release from Reeder Reservoir during a potentially critical time from late October through mid-November when under worst case scenario it has been determined that Water Quality Trading (Shading) might not provide the needed thermal benefits for NPDES permit compliance.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Sewer

Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

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

BACKGROUND AND ADDITIONAL INFORMATION

On February 15, 2022 the City was issued a new National Pollution Discharge Elimination System (NPDES) permit by the Department of Environmental Quality for the Wastewater Treatment Plant (WWTP). The permit is valid until January 31, 2027. The City has long been planning for a new NPDES permit and the planning has included master plan developing along with refined studies to ensure regulatory compliance by sound capital investments. These studies/analysis have targeted applicable water quality regulations in the Bear Creek watershed that the City must comply with when

discharging effluent to receiving waters include criteria for ammonia and metals such as copper, stringent limitations on in-stream mixing zones, and regulations on temperature that were anticipated to be part of the new NPDES permit.

Within the newly issued permit is a compliance schedule. The compliance schedule establishes regulatory milestones for major phases in each anticipated project needed to ensure regulatory compliance. The items in the compliance schedule are the result of negotiations between the City and DEQ, where parties sought to find a balance between highly protective water quality regulations and affordable, achievable solutions.

Figure 1: NPDES Compliance Schedule

Compliance Date:	Requirement:
By March 1, 2023	The permittee must submit final design plans and specifications for the outfall relocation to Bear Creek to DEQ for review and approval
By March 1, 2024	• The permittee must submit to DEQ a progress report summarizing the progress made toward constructing the outfall to Bear Creek. • Permittee must complete flow augmentation feasibility studies and submit findings to DEQ.
By September 1, 2023	The permittee must submit to DEQ a progress report summarizing the progress made toward acquiring the thermal credit target. The permittee must have obtained a total of at least 40% of the needed kilocalories.
By March 1, 2025	• The permittee must complete construction of the outfall to Bear Creek. • Permittee must complete a study and submit findings to DEQ on the thermal benefits of cold-water releases from Reeder Reservoir at the new outfall site in Bear Creek.
By March 1, 2026	• The permittee must submit to DEQ a progress report summarizing the progress made toward acquiring the thermal credit target. The permittee must have obtained a total of at least 70% of the needed kilocalories to comply with the Outfall 004 excess thermal load limits • Permittee must submit a DRAFT Flow Augmentation Water Quality Trading Plan to DEQ that details an analysis approach to evaluate benefits transferrable to the outfall site in Bear Creek and possible permit conditions.
By March 1, 2027	The permittee must submit to DEQ a final report summarizing all of the thermal credits that have been obtained. The permittee must achieve compliance with the final Outfall 004 excess thermal load limits.

On March 8, 2022 Public Works released a Request for Proposal-Qualifications Based Selection document for consultant services to analyze the feasibility of flow augmentation in meeting the WWTP NPDES Permit. The proposal document outlined contractual phases associated with meeting the compliance schedule requirements in the NPDES permit as outlined below:

Phase 1: Feasibility/Limitations Study - Complete a study and submit findings to Oregon Department of Environmental Quality (DEQ) identifying the feasibility and limitations of flow augmentation to Bear Creek via cold water releases in Ashland Creek from Reeder Reservoir. A final report on feasibility must be submitted to DEQ by March 1, 2024.

Phase 2: Thermal Benefit Analysis - Complete a study and submit findings to DEQ, quantifying thermal benefits of cold water releases from Reeder Reservoir at the WWTP outfall site in Bear Creek. A final report on the study on the thermal benefits of cold water releases must be submitted to DEQ by March 1, 2025.

Phase 3: Water Quality Trading Plan Development - Develop a DEQ-approved Flow Augmentation Water Quality Trading Plan (Plan) that details an analysis approach to evaluate benefits transferrable to the outfall site in Bear Creek and permit conditions. A draft Plan must be submitted to DEQ by March 1, 2026, and ETL limit compliance must be fully achieved by March 1 2027. While not explicitly stated in the Compliance Schedule, it is inferred that full compliance includes submission of a Final Plan, following standard applicant- and public review periods.

In May of 2022, the City of Ashland completed the review process for selection of a consultant for the Flow Augmentation Water Quality Trading Plan for Excess Thermal Load Project. Proposals were submitted by The Freshwater Trust and Black & Veatch. The proposals were graded by Kaylea Kathol, Senior Engineering Project Manager, Alistair Andre, Water Treatment Plant Supervisor, and Scott Fleury PE, Public Works Director.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
The Freshwater Trust	276	1
Black and Veatch	275	2

After scoring was completed, all consultants were informed of the City's intent to begin scope and fee negotiations with The Freshwater Trust. Through several formal discussions a final scope and fee was agreed upon in concept by the City and The Freshwater Trust. This scope and fee is part of attachment #1, Professional Services Contract.

Staff expects to begin this project in March of 2023, after Council approval in order to submit the feasibility report to DEQ by March 1, 2024 as required in the compliance schedule.

Compliance Strategies

1. Outfall Relocation - Relocating the outfall from the relatively small Ashland Creek to the much-larger Bear Creek would provide sufficient receiving flows and mixing to achieve compliance with regulations pertaining to mixing zones, thermal plume provisions, toxic substances, and some components of cold water protection criteria. These compliance standards pertain to "near-field" impacts, which are measured as the localized effects of discharging effluent to a receiving water. Outfall relocation resolves most "near-field" impacts.

    a. **This project is currently under construction and will be competed in 2023.**

2. Water Quality Temperature Trading Program - Establishment of a water quality trading program within the Bear Creek watershed allows the City to offset excess thermal loads (ETL) exceedances with riparian restoration in areas where streamside shade is lacking. The shade provided by restoring a native riparian forest ecosystem reduces the solar load in the water, thus reducing excess warming. Water quality trading allows the City to achieve compliance with the Total Maximum Daily Load (TMDL) temperate criteria and biologically based numeric criteria, as well as some provisions of cold water protection criteria. The City has a "target thermal reduction need" of 131.5 million kilocalories per day, which includes a 2:1 trading ratio of the 65 million kCal/day base ETL exceedance to account for a time lag following initial planting of the shade-producing trees. Compliance standards that can be achieved by water quality trading resolve the "far-field" impacts, measured at the point of maximum impact, which in this case is the ETL exceedance near the confluence of Bear Creek and the Rogue River.

    a. **This project is currently ongoing. In 2022 the total annualized credit generation for the water quality trading program was 40 million kCal/Day.**

3. Treatment Wetlands - If necessary, the City is prepared to further mitigate temperature and thermal plume impacts via use of treatment wetlands to cool effluent prior to release into receiving waters. The City purchased additional land in 2017 in preparation for this mitigation strategy. At this time, the City believes it can comply with proposed ETL limits using the two strategies described above but is prepared to initiate a treatment wetland project if needed.

    a. **Scope of work to be generated if cold water release found to not be a viable solution to shoulder season temperature exceedances.**

4. Cold Water Releases - The City may utilize limited cold water releases from Reeder Reservoir during brief periods when conditions render the other mitigation efforts insufficient. The City approaches cold water releases as a last resort contingency plan for achieving temperature compliance.

a. **Scope of work considered under this contract before Council for award.**

PREVIOUS COUNCIL ACTIONS

Council has taken numerous actions over the past decade that have had a nexus to renewal of the NPDES permit, including:

- March 15, 2011 – DEQ and Keller Associates presented effluent temperature compliance solutions.
- April 17, 2012 – Council adopted a Comprehensive Sanitary Sewer Master Plan (and complimentary 2014 Wastewater Facilities Plan) that recommended a combination of relocating the outfall from Ashland Creek to Bear Creek, effluent discharge through constructed wetlands during various times of the year, selective discharges from Reeder Reservoir, and water quality temperature trading to meet excess thermal loading exceedances.
- May 6, 2014 – City hired CH2M Hill (now Jacobs) to complete an outfall relocation study. The study investigated and recommended the best outfall relocation spot on Bear Creek that could comply with the mixing zone, thermal plume and toxics requirements anticipated in the updated NPDES permit.
- December 5, 2017 - City hired CH2M Hill (now Jacobs) to complete pre-engineering for the Outfall Relocation project. Predesign, including environmental permitting, was complete in early 2020.
- May 15, 2018 – Council approved the purchase of property adjacent to the treatment land for potential future use, in part, as treatment wetlands.
- September 4, 2018 – Council approved a contract with The Freshwater Trust to initiate Phase 1 of the Water Quality Trading Partnership. Development of a water quality temperature trading plan, in consultation with DEQ, was complete during Phase 1.
- September 3, 2019 – Council approved a contract with The Freshwater Trust to initiate Phase 2 of the Water Quality Trading Partnership. Phase 2 is characterized by a six-year agreement during which the contractor will implement water quality temperature trading plan accepted by DEQ.
- February 1, 2021 – Council received an update on the status of permit renewal and associated mitigation projects.
- May 4, 2021 – Council approved a contract with Jacobs to complete final engineering for the Outfall Relocation project.
- May 23, 2022 – Council approved a construction contract with Pilot Rock for construction of the outfall relocation project.

FISCAL IMPACTS

The proposed fee for the scope of work is $234,035 and will come from existing appropriations within the Wastewater Treatment Fund. A certain percentage of the work will be conducted in fiscal year 2024 and staff will need to request additional appropriations through the 2023-2025 Budget Process for this work.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Next steps include providing The Freshwater Trust with formal notice to proceed for the project. Staff expects to bring back findings to Council the basic feasibility of cold-water flow augmentation to the Council later in 2023 for discussion and formal next steps to ensure NPDES compliance.

MOTIONS

I move to approve a Legal Department approved professional services contract with The Freshwater Trust in an amount not to exceed $234,035.

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract – The Freshwater Trust "Flow Augmentation Feasibility"
Attachment #2: Request for Proposal – Solicitation Document

PERSONAL SERVICES AGREEMENT (Greater than $35,000.00)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONSULTANT: THE FRESHWATER TRUST CONSULTANT'S CONTACT: DANIELLE DUMONT ADDRESS: 700 SW TAYLOR, SUITE 200 PORTLAND, OR 97205 TELEPHONE: (503) 222-9091 x42 EMAIL: danielle@thefreshwatertrust.org

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and THE FRESHWATER TRUST, a domestic professional corporation ("hereinafter "Consultant"), for Flow Augmentation Water Quality Trading Plan for Excess Thermal Load.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. **Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2024.
2. **Scope of Work:** Consultant will provide Flow Augmentation Water Quality Trading Plan for Excess Thermal Load as more fully set forth in the Consultant's Proposal dated 1/11/2023, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to herein as the "Work."
3. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other 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 exhibits or supporting documents.
4. **All Costs Borne By Consultant:** Consultant shall, at its own risk and expense, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

6. **Compensation:** City shall pay Consultant the NOT TO EXCEED sum of **$234,035.00** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **$234,035.00** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

7. **Ownership of Work/Documents:** All Work product or deliverables produced as specified in Exhibit A of this Agreement shall become the physical property of the City. To the extent the Work product and deliverables incorporate pre-existing intellectual property of Consultant, Consultant hereby grants City a perpetual, fully paid, nonexclusive and nontransferable license to use such pre-existing property for City's purposes as specified in Exhibit A. Consultant retains ownership of any and all copyright, patent, trademark, proprietary or any other protected intellectual property rights included in, or delivered with, the Work product or deliverables. The City has a perpetual, royalty-free license to use the Work.

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

9. **Living Wage Requirements:** If the amount of this Agreement is $20,688.86 or more, Consultant 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. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.

10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to any property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant, its officers, employees, and agents. To the extent permitted under the Oregon Tort Claims Act, City hereby agrees to defend, indemnify, save, and hold Consultant, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or damages resulting from or caused by the negligence or wrongful acts of City, its officers, employees, and agents.

11. **Termination:**
    a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
    b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 days' prior written notice delivered by certified mail or in person.
    c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
        i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
        ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this

Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

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

ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement. Consultant's liability for all claims related to this Agreement are limited to direct damages. This limit applies collectively to Consultant, its subsidiaries, contractors, and suppliers, Consultant will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill or anticipated savings.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or

subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
    a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
    b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.
    c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
    d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
    e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
    f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. **Consultant's Compliance With Tax Laws:**

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

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

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

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

18. **Governing Law; Jurisdiction; Venue**: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.

21. **Nonappropriations Clause**. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this

Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. Certification. Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
City Manager

_____
Printed Name

_____
Date

THE FRESHWATER TRUST (CONSULTANT):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____ (**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Carmel Zahran
_____
Assistant City Attorney

2/15/2023
_____
Date

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

_____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

_____

Consultant Date

EXHIBIT B

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 business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **$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 amount of wages received by the employee.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF ASHLAND

THE FRESHWATER TRUST

The Freshwater Trust protects and restores freshwater ecosystems. Using science, technology and incentive-based solutions, we're changing the course of conservation on a timeline that matters.

City of Ashland
Flow Augmentation Water Quality Trading Plan for Excess Thermal Load

Scope of Work

January 11, 2023

Background:

The City of Ashland, Oregon (City) outlined the components of the Flow Augmentation Water Quality Trading Plan for Excess Thermal Load (Project 2012-12) in a public Request for Qualifications Based Proposals that closed in April 2022. The project components described in that document were broken into the following project phases:

- Phase 1, Feasibility/ Limitations Study
- Phase 2, Thermal Benefit Analysis
- Phase 3, Water Quality Trading Plan Development

Following the evaluation of two qualifications-based proposals, the City notified The Freshwater Trust (TFT) in September 2022 that the City intends to begin contract negotiations for professional services with TFT for Project #2021-12 Flow Augmentation Water Quality Trading Plan for Excess Thermal Load. Below is the proposed Scope of Work and Budget submitted by TFT and its partners: Jacobs Engineering Group (Jacobs), Applied Ecosystem Sciences (AES) and Formation Environmental (FE) (collectively the "Consulting Team").

This document outlines our proposed approach, scope of work, and estimated budget to complete Phase 1 of the project, as requested by the City. The City plans to contract for Phases 2 and 3 of the project separately.

Project Objectives

The project objectives were outlined in the Request for Qualifications Based Proposals, as summarized below.

This project will facilitate regulatory compliance with Excess Thermal Load (ETL) water quality provisions and compliance schedule requirements in the City's newly renewed National Pollution Discharge Elimination System (NPDES) Permit, effective March 1, 2022. The NPDES Permit regulates effluent discharges from the Wastewater Treatment Plant (WWTP) to receiving waters in Bear Creek and Ashland Creek. The Consulting Team will provide applicable studies, analysis, modeling, and reporting leading to, and including, the development of a water quality trading plan to support flow augmentation pursuant to applicable Oregon Water Quality Trading rules in OAR 340-039. The trading plan will provide a strategy for ETL reduction at the WWTP outfall in Bear Creek via controlled releases of stored cold water from Reeder Reservoir. The project phases and schedules are based on the NPDES Permit Compliance Schedule, and will include the following tasks and phases:

- **Phase 1: Feasibility/Limitations Study** - Complete a study and submit findings to Oregon Department of Environmental Quality (DEQ) identifying the feasibility and limitations of flow

augmentation to Bear Creek via cold-water releases in Ashland Creek from Reeder Reservoir. A final report on feasibility must be submitted to DEQ by March 1, 2024.

- **Phase 2: Thermal Benefit Analysis** - Complete a study and submit findings to DEQ, quantifying thermal benefits of cold-water releases from Reeder Reservoir at the WWTP outfall site in Bear Creek. A final report on the study on the thermal benefits of cold-water releases must be submitted to DEQ by March 1, 2025.

- **Phase 3: Water Quality Trading Plan Development** - Develop a DEQ-approved Flow Augmentation Water Quality Trading Plan (Plan) that details an analysis approach to evaluate benefits transferrable to the outfall site in Bear Creek and permit conditions. A draft Plan must be submitted to DEQ by March 1, 2026, and ETL limit compliance must be fully achieved by March 1, 2027. While not explicitly stated in the Compliance Schedule, it is inferred that full compliance includes submission of a Final Plan, following standard applicant and public review periods.

Proposed Scope of Work

In Phase 1,TFT and its partners will complete a study identifying the feasibility and limitations of flow augmentation to Bear Creek via cold-water releases in Ashland Creek from Reeder Reservoir and will support the City in discussing findings with the Oregon Department of Environmental Quality (DEQ). Phase 1 of the project is organized into four tasks. In addition, there are two contingent tasks proposed under this scope that may need to be executed during the Phase 1 timeframe in order to complete Phase 2 work in a timely manner. The tasks include:

Phase 1: Feasibility/ Limitations Study

- Task 1 Project Management
- Task 2 Initial Technical Analysis and Data Gap Evaluation
- Task 3 Feasibility/Limitations Study and Report
- Task 4 Regulatory Support

Contingent Task A: LiDAR Mapping of Ashland Creek
Contingent Task B: Ashland Creek Temperature Data Collection

The work included under each task is detailed further in the following sections.

General Assumptions

The level of effort and cost are based on the following general assumptions:

- Services covered under this project begin with Notice to Proceed and end with delivery of the deliverables noted under this scope of work.
- The Notice to Proceed is issued on or before March 1, 2023.
- The City will provide TFT and its partners with all data in City's possession relating to services provided in this scope in response to data requests from TFT and its partners to the City. TFT and its partners will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

Additional assumptions are noted under individual subtasks.

Task 1 Project Management

TFT will organize and manage the Consulting Team, oversee the project, and coordinate with the City project manager and City staff. TFT will ensure that the work is performed with care, skill, and diligence and follows the team's quality control program. TFT, its partners, and City staff will meet during project duration at minimum once per month, including to review the scope, budget, schedule, and deliverables. TFT shall prepare monthly invoices and progress reports that cover:

- Work Completed during the month by work task as a percentage of completion.
- Needs for additional information or reviews by the City.
- Any scope, schedule, or budget issues and changes.

Upon written approval from the City, TFT will also prepare contracting for Phase 2 of the project.

Assumptions:

- Task begins in Q1 2023 – Q2 2024 for a 14-month duration.
- Regular meetings will occur virtually at least once per month between the City and TFT, with Consulting Team members included as necessary.
- As described further under Task 3, a draft go/no go decision on Phase 2 contracting will occur by October 31, 2023. Upon written approval from the City, TFT will initiate preparations for Phase 2 contracting to be ready to begin Phase 2 work by February 1, 2024.
- Decisions on contingent tasks will be held with the City to initiate Contingent Task B (temperature monitoring) no later than July 31, 2023 and Contingent Task A (LiDAR mapping) no later than October 31, 2023 if Phase 2 work is likely to proceed.

Task 2 Initial Technical Analysis and Data Gap Evaluation

TFT and its partners will review existing data necessary to complete the feasibility/limitations study and the thermal benefits analysis. Data sources reviewed will include:

- Infrastructure documentation, including Hosler Dam and penstock, as well as documentation related to the powerhouse, water treatment plant (WTP) and wastewater treatment plant (WWTP) as relevant.
- Reeder Reservoir and Ashland Creek water quality and flow/volume data and reporting that supports conceptual flow augmentation plans.
- Updated future WWTP effluent flow rate projections (Jacobs 2019).
- Existing and future planned ETL credits to be provided through riparian restoration.
- City plans for water right acquisitions and modified Ashland Creek water right release schedules.
- Recent WWTP flow, temperature, and ETL data consistent with the new NPDES permit.
- Recent LiDAR data necessary for thermal model development.
- Recent stream temperature data from Ashland Creek from periods planned for cold-water releases.
- Recent channel measurements from multiple locations along Ashland Creek.

Based on the initial review of existing data compiled to date, TFT and its partners will develop an initial data gap analysis and may submit a data request to the City for further information that may be in the City's possession. After additional data is received from the City and reviewed, TFT and its partners will set up meetings with City staff to discuss the information provided and ensure the team has the relevant information to begin Task 3.

Assumptions:

- Meetings with City staff for review of information provided will be held via web conferencing, with requested information provided to the Consulting Team in a reasonably timely manner.

Task 3 Feasibility/Limitations Study and Report

TFT and its partners will evaluate the feasibility and limitations of flow augmentation and document findings in a report for the City. The feasibility and limitations assessments will include the following items (firm with lead responsibility are indicated in parentheses):

- **ETL Analysis Update** (Jacobs/TFT) – An update to the required ETL offset magnitude and timing that will be required from flow releases to supplement ETL from riparian shade projects.
- **Reservoir Water Quality Assessment** (AES)– An assessment of water quality dynamics within Reeder Reservoir that may affect Ashland Creek and the City's WTP source water when releasing water from lower depths in Reeder Reservoir.
- **Reservoir Water Quantity Assessment** (Jacobs/AES)– An assessment of the maximum rates and timing of cold-water flow release for temperature control from Reeder Reservoir that can be allowed, considering the City's overall water supply, water demand, the volume of the reservoir, and the volume of cold water available at depth.
- **Infrastructure Capability Assessment** (Jacobs) – An assessment of existing infrastructure ability/limitations to operate cold-water releases from deep outlets at Reeder Reservoir.
- **Water Treatment Impacts Assessment** (Jacobs) – An assessment of the potential impacts to water treatment processes and potential mitigation measures to reduce impacts of changed source water quality on WTP operations.
- **Preliminary Thermal Benefits Assessment** (Jacobs/Formation) – An assessment of the potential thermal benefits available at the WWTP Bear Creek Outfall resulting from changes to operations of Reeder Reservoir for cold-water release.
- **Thermal Model Development Planning** (Formation/Jacobs)– An evaluation of available existing relevant data sources and identification of additional data that will be necessary to complete the thermal model described under Phase 2. This will include a description of how the model will be used in Phase 2 to define ETL credits available at the WWTP Bear Creek Outfall.
- **Permit requirements potentially triggered by a change in Reeder Reservoir operations** (TFT/Jacobs).

During the Feasibility/Limitations Study, TFT and its partners and the City will meet to discuss preliminary feasibility and produce a draft go/no go decision on Phase 2 Thermal Benefits Analysis work by October 31, 2023. This decision point is necessary before completion of Task 3 to allow the project team to prepare for Phase 2 contracting and data collection on a timeline necessary to stay on track with the City's NPDES Permit Compliance Schedule.

The feasibility and limitations assessments will be documented in a compiled Feasibility/Limitations Study Report. A draft report will be provided to the City by January 2024. The final report that integrates City feedback will be provided to the City by February 2024, ahead of the City's deadline to submit the final report to DEQ by March 1, 2024.

Assumptions:

- This task includes one team field visit to meet with City staff at Reeder Reservoir and the WTP. In attendance will be up to 2 TFT staff, 2 Jacobs staff, and 1 AES staff member.
- A draft go/no go decision on Phase 2 contracting and data collection will occur by October 31, 2023.
- The City will review and provide comments on the draft Feasibility Study within approximately two weeks of draft report submittal.

Task 4 Regulatory Support
TFT and its partners will assist the City in responding to questions or concerns from DEQ related to the Feasibility/Limitations Study and Report and key findings.

Assumptions:
- Relevant meetings will be held between the City and DEQ during the development of the report.
- Relevant meetings will be held between the City and DEQ within two months after the final report is submitted to DEQ.
- Up to two TFT staff and up to two Jacobs staff will support the City in preparation and attendance at these meetings, with as needed support from other Consulting Team members.
- Meetings will be held via web conferencing.

Phase 1 Timeline:
Q1 2023 – Q2 2024 or 14 months to complete

Phase 1 Estimated Cost: $234,035

Phase 1 Deliverables:
A) Monthly progress reports submitted with invoice documentation.
B) Draft Feasibility Study report provided to the City by January 2024.
C) Final Feasibility Study report provided to the City by February 2024, ahead of the City's deadline to submit the final report to DEQ by March 1, 2024.

Contingent Task A: LiDAR Mapping of Ashland Creek
If existing available LiDAR data is not adequate to construct a thermal model of Ashland Creek from Reeder Reservoir to the Bear Creek confluence, this contingent task would cover the acquisition of new LiDAR data covering that stream reach. While data acquisition would not likely occur until 2024, contracting for this service would need to be initiated in 2023 and the funds approved as part of Phase 1 to avoid the potential for major gaps in data needed to complete Phase 2 work.

Assumptions:
- High-resolution data collected using unmanned aerial vehicle (UAV).
- Contracting for LiDAR mapping initiates by October 31, 2023.
- Data collection to occur during leaf-off conditions (approximately November 2023 – February 2024).

Contingent Task A Estimated Cost: $43,625

Contingent Task B: Ashland Creek Stream Temperature Data Collection
If existing available continuous temperature data is not adequate to construct a thermal model of Ashland Creek from Reeder Reservoir to the Bear Creek confluence, this contingent task would cover the acquisition of

new continuous stream temperature data covering that stream reach. Planning and data acquisition would need to be initiated in 2023 and the funds approved as part of Phase 1 to avoid the potential for major gaps in data needed to complete Phase 2 work.

Assumptions:

- Local TFT staff collects this data.
- TFT purchases thermistors to collect the data.
- Thermistors to be placed at up to five locations distributed along Ashland Creek and to be deployed for up to a 5-month period (September 2023 to January 2024). Locations to be coordinated with the City, and the City will help secure any approvals needed to make right placements.
- Will take all reasonable measures to conceal thermistors but no guarantees against theft and subsequent loss of data.

Contingent Task B Estimated Cost: $14,744

Schedule:

The following schedule is estimated for work on Phase 1, assuming a contract is finalized on or before March 1, 2023.

	2023										2024												2025			
Month	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**
Phase 1: Feasibility Study																										

Estimated Budget:

TFT will perform work on a time and materials basis. The budget for Phase 1 is$234,035. Contingent Tasks A & B totaling $58,369 will only be activated following written notice to proceed from the City. A summary of total cost by top task is provided in the table below. A detailed breakdown of hours, labor costs, expenses, and total cost by subtask is provided in the attached Exhibit A.

#	Description	Cost
Phase 1	Feasibility/ Limitations Study	$234,035
Contingent Task A	*LiDAR Mapping of Ashland Creek*	$43,625
Contingent Task B	*Ashland Creek Stream Temperature Data Collection*	$14,744

Who to contact for next steps

The Freshwater Trust appreciates the City's interest and review. Please direct questions, comments, and additions to:

Tim Wigington
VP Finance & Policy
The Freshwater Trust
tim@thefreshwatertrust.org
503.222.9091 x41

Olivia Duren
Restoration Program Manager
The Freshwater Trust
olivia@thefreshwater.org
503.222.9091 x51

REQUEST
FOR QUALIFICATIONS BASED
PROPOSALS

Professional Services

PROJECT NO. 2021-12
Flow Augmentation Water Quality Trading Plan for Excess Thermal Load

PROJECT NO:	2021-12: Flow Augmentation Water Quality Trading Plan for Excess Thermal Load
PROJECT TYPE:	Professional Engineering Services
PROPOSALS DUE:	April 7, 2022 not later than 2:00 PM PST
SUBMIT PROPOSALS TO:	City of Ashland Public Works – Engineering 51 Winburn Way, Ashland OR 97520; *or by mail to:* 20 E. Main Street, Ashland, OR 97520
CITY PROJECT MANAGER:	Kaylea Kathol, PMP, Sr. Project Manager
PROJECT DURATION:	Phase 1: Feasibility Study (18-24 months) Phase 2: Thermal Benefit Analysis (12 months) Phase 3: Trading Plan Development (12 months) and Finalization (12 months)

CITY OF
ASHLAND

PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587

CONTENTS

ADVERTISEMENT **3**
SECTION 1 - PROJECT OVERVIEW **4**

1.1 OBJECTIVES 4
1.2 BACKGROUND INFORMATION 4
1.3 REFERENCE DOCUMENTS 5

SECTION 2 - SCHEDULE **6**
SECTION 3 - SCOPE OF SERVICES **6**

3.1 GENERAL REQUIREMENTS 6
3.2 SPECIFIC REQUIREMENTS 7

3.2.1 Phase 1: Feasibility/Limitations Study *7*
3.2.2 Phase 2: Thermal Benefit Analysis *7*
3.2.3 Phase 3: Water Quality Trading Plan Development *7*

SECTION 4 - EVALUATION CRITERIA **8**

4.1 PROJECT APPROACH (20 POINTS POSSIBLE) 8
4.2 PROJECT EXPERIENCE (30 POINTS POSSIBLE) 8
4.3 PROJECT TEAM EXPERIENCE (30 POINTS POSSIBLE) 8
4.4 PROPOSER'S DEMONSTRATED ABILITY TO SUCCESSFULLY COMPLETE SIMILAR PROJECTS ON TIME AND WITHIN BUDGET (20 POINTS POSSIBLE) 9
4.5 TERMINATION FOR DEFAULT (PASS OR FAIL) 9
4.6 SCORING 9

SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION **9**

5.1 REVIEW AND ACKNOWLEDGMENT OF DEFECTIVE PROPOSALS 10
5.2 RIGHT OF REJECTION 10
5.3 REFERENCES 10
5.4 RESPONSIBILITY 10
5.5 CLARIFICATION OF RESPONSE 11
5.6 INTERVIEWS 11
5.7 FINALIST SELECTION 11
5.8 TIES AMONG PROPOSERS 11
5.9 NOTICE OF INTENT TO AWARD 11
5.10 CONTRACT NEGOTIATION 12
5.11 PROTEST PROCEDURES 12
5.12 RESULTING CONTRACT 13

SECTION 6 - CONTRACT **13**

6.1 CONTRACT FORM 13
6.2 BUSINESS LICENSE REQUIRED 14
6.3 INSURANCE REQUIREMENTS 14
6.4 LAWS AND REGULATIONS 15

SECTION 7 - INSTRUCTIONS TO PROPOSERS **15**

7.1 GENERAL 15
7.2 INFORMATION OF RECORD 15

7.3 PROPOSAL PREPARATION AND FORMAT 15
7.4 SIGNATURE ON PROPOSAL 16
7.5 PREPARATION COSTS 16
7.6 CONFORMANCE TO SOLICITATION REQUIREMENTS 16
7.7 DEFINITIONS 16
7.8 QUESTIONS AND CLARIFICATIONS 17
7.9 PROTEST OF REQUIREMENTS 17
7.10 PROTEST OF CONTRACT AWARD 18
7.11 PROPOSAL MODIFICATION 18
7.12 PROPOSAL WITHDRAWALS 18
7.13 PROPRIETARY INFORMATION 18
7.14 TERMS AND CONDITIONS 19
7.15 PROPOSAL OPENING 19

SECTION 8 - PROPOSAL FORM 20

APPENDICES

APPENDIX A – EXAMPLE CONTRACT, INCLUDING EXHIBIT B, EXHIBIT C
APPENDIX B – FORM W-9

ATTACHMENTS (BOUND SEPARATELY)

ATTACHMENT 1 – NPDES PERMIT

ADVERTISEMENT

CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS
QUALIFICATIONS BASED SELECTION
For
PROFESSIONAL ENGINEERING SERVICES

The City of Ashland (City) is seeking Proposals for professional engineering consulting services for **Project 2021-12 Flow Augmentation Water Quality Trading Plan for Excess Thermal Load**. This project will facilitate regulatory compliance with Excess Thermal Load (ETL) water quality provisions in the City's new National Pollution Discharge Elimination System (NPDES) Permit, which regulates discharges from the Wastewater Treatment Plant (WWTP) to receiving waters in Bear Creek and Ashland Creek. The consulting team will provide all applicable studies, analysis, modeling, and reporting leading to, and including, the development of a water quality trading plan pursuant to applicable Oregon Water Quality Trading rules in OAR 340-039. The Plan will provide a strategy for ETL reduction at the WWTP outfall in Bear Creek via controlled releases of stored cold water from Reeder Reservoir. This project will include the following phases:

Phase 1: Feasibility/Limitations Study

Phase 2: Thermal Benefit Analysis

Phase 3: Water Quality Trading Plan Development

Proposals must be physically received by **April 7, 2022 not later than 2:00 PM PST** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR, 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Kaylea Kathol, PMP, Sr. Project Manager at 541/488-5587 or by email at kaylea.kathol@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for personal services in a form substantially similar to the one provided in this RFP.

Proposal documents may be downloaded from OregonBuys. Any addenda that may be issued relating to this RFP will be available from OregonBuys, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All Proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (8) pages.

Consultant selection will be based upon weighed criteria as set forth in this Request for Proposals and will include criteria including, but not limited to, similar project experiences, general experience, staffing availability, schedule, and response time.

The City of Ashland reserves the right to cancel this procurement or reject any and all Proposals in accordance with ORS 279B.100.

_____

Scott Fleury, PE, Public Works Director

First date of solicitation: March 8, 2022
RFP for Project No. 2021-12

CITY OF ASHLAND

DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS – QUALIFICATIONS BASED SELECTION
PROJECT NO. 2021-12
Flow Augmentation Water Quality Trading Plan for Excess Thermal Load

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Ashland (City) is seeking written Proposals for the development of Project No. **2021-12 Flow Augmentation Water Quality Trading Plan for Excess Thermal Load**. This project will facilitate regulatory compliance with Excess Thermal Load (ETL) water quality provisions in the City's new National Pollution Discharge Elimination System (NPDES) Permit, effective March 1, 2022. The NPDES Permit regulates effluent discharges from the Wastewater Treatment Plant (WWTP) to receiving waters in Bear Creek and Ashland Creek (Attachment 1 – NPDES Permit). The consulting team will provide all applicable studies, analysis, modeling, and reporting leading to, and including, the development of a water quality trading plan pursuant to applicable Oregon Water Quality Trading rules in OAR 340-039. The trading plan will provide a strategy for ETL reduction at the WWTP outfall in Bear Creek via controlled releases of stored cold water from Reeder Reservoir. The project phases and schedules are based on the NPDES Permit Compliance Schedule, and will include, but are not specifically limited to, the following tasks and phases:

Phase 1: Feasibility/Limitations Study - Complete a study and submit findings to Oregon Department of Environmental Quality (DEQ) identifying the feasibility and limitations of flow augmentation to Bear Creek via cold water releases in Ashland Creek from Reeder Reservoir. A final report on feasibility must be submitted to DEQ by March 1, 2024.

Phase 2: Thermal Benefit Analysis - Complete a study and submit findings to DEQ, quantifying thermal benefits of cold water releases from Reeder Reservoir at the WWTP outfall site in Bear Creek. A final report on the study on the thermal benefits of cold water releases must be submitted to DEQ by March 1, 2025.

Phase 3: Water Quality Trading Plan Development - Develop a DEQ-approved Flow Augmentation Water Quality Trading Plan (Plan) that details an analysis approach to evaluate benefits transferrable to the outfall site in Bear Creek and permit conditions. A draft Plan must be submitted to DEQ by March 1, 2026, and ETL limit compliance must be fully achieved by March 1 2027. While not explicitly stated in the Compliance Schedule, it is inferred that full compliance includes submission of a Final Plan, following standard applicant- and public review periods.

The approved consultant team will complete all phases of the project. The phases will be negotiated and awarded collectively through a single City of Ashland Contract for Personal Services.

1.2 Background Information

On March 1, 2022 the City received a new NPDES permit from DEQ, regulating effluent discharged from the WWTP into receiving surfaces waters (Attachment 1). Under current conditions, the effluent does not comply with certain water quality standards in the Permit, including provisions for mixing zones,

temperature, and toxics, as well as limits on ETL. Accordingly, DEQ has included a Compliance Schedule in the permit that identifies three major compliance actions the City must undertake, with key milestones that provide a path to compliance. The Compliance Schedule is provided on page 31 of the NPDES Permit.

Two compliance activities are underway, including a project to relocate the WWTP outfall from its current location in Ashland Creek to Bear Creek, and a Riparian Restoration Water Quality Trading (WQT) Program within the Bear Creek watershed. The outfall relocation project will resolve the City's compliance obligations for mixing zones, temperature, and toxics. The ETL limit exceedances are being addressed, in part, by the WQT Program, which is on-track to mitigate most of the City's ETL. The WQT program generates daily thermal credits by increasing shade via riparian restoration, which blocks thermal loading into the watershed. Thermal credits can be applied to the daily ETL from the effluent.

The third activity on the compliance schedule, and the subject of this RFP, is cold water flow augmentation. The thermal credits generated from riparian restoration are not expected to fully mitigate ETL exceedances projected to occur between October 15 and December 14, when reduced shade, combined with potential low flows in Bear Creek and more stringent biological temperature criteria lessen the effectiveness of the WQT Program. During this period the City may need to augment flows in Bear Creek by releasing cooler water stored in Reeder Reservoir down Ashland Creek. Ashland Creek enters Bear Creek just upstream of the new outfall location. Preliminary data collection and analysis supports the concept of flow augmentation for compliance purposes (See Section 1.3 - Reference Documents). However, a formalized plan to compliance has not been developed. This RFP will result in the development of a DEQ-approved Flow Augmentation Water Quality Trading Plan (Plan). The City will execute the Plan to achieve compliance during periods when thermal credits generated by riparian restoration are insufficient to offset ETL exceedances.

1.3 Reference Documents

Proposers are strongly encouraged to review applicable sections of the Outfall Relocation Study by CH2M Hill (2017). Section 5.3.2 of the report includes the data and findings of a preliminary study on cold water releases from Reeder Reservoir as a means of compliance with ETL limits:
http://www.ashland.or.us/Files/Ashland_Outfall_Relocation_Study_FINAL_Aug2017.pdf

In July 2021, City staff consulted with DEQ regarding examples of existing flow augmentation plans that have been approved by the agency. The following documents were suggested by DEQ as potentially useful guides for developing and implementing flow augmentation water quality trading.

- The current Clean Water Services (CWS) Trading Plan (2016). DEQ suggests searching for the term "flow enhancement" in this plan:
  https://www.cleanwaterservices.org/media/2284/thermal-load-management-plan.pdf
- Clean Water Services Annual Report (2020). Again, search for "flow enhancement" to find the correct references.
  https://www.cleanwaterservices.org/media/2682/cws-2020-water-quality-credit-trading-annual-report.pdf
- A good, albeit high-level, overview of CWS's flow augmentation strategy in their integrated Plan:
  https://www.cleanwaterservices.org/media/2645/cws-integrated-plan_2020.pdf

- DEQ recently approved a trading plan for the Willamette Water Supply System (WWSS) to offset their ETL. DEQ does not think the WWSS is actively pursuing flow augmentation at present, but provides a good concept in their trading plan: http://www.ourreliablewater.org/wordpress/wp-content/uploads/2020/10/WWSS_Trading_Plan_Approval_Signed_20201023.pdf

SECTION 2 - SCHEDULE

The schedule of events listed below represent City's estimated schedule for this request for proposal. This schedule is SUBECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	3/8/2022
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	3/28/2022
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	4/4/2022
4.	Solicitation Closing Date	~30 days after Proposal Release	4/7/2022
5.	Responses Evaluated	~15 days after Closing Date	4/22/2022
6.	Interviews Held (if necessary)	~25 days after Closing Date	5/2/2022
7.	Intent to Award Announced	~30 days after Closing Date	5/7/2022
8.	Contract Negotiations	~40 days after Closing Date	5/17/2022
9.	Expected Project Completion (all phases)		3/12/2027

SECTION 3 - SCOPE OF SERVICES

3.1 General Requirements

- Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.
- Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.
- Project Management: The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with city project manager and City staff.

- Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:
    - Work Completed during the month by work task as a percentage of completion.
    - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
    - Scope, Schedule, and Budget Issues and Changes.

3.2 Specific Requirements

3.2.1 Phase 1: Feasibility/Limitations Study

Complete a study and submit findings to Oregon Department of Environmental Quality (DEQ) identifying the feasibility and limitations of flow augmentation to Bear Creek via cold water releases in Ashland Creek from Reeder Reservoir. Consultant will:

- Provide a project manager to oversee project and all contractual phases
- Review existing infrastructure documentation, including Hosler Dam and penstock, and as applicable, powerhouse, water treatment plant and wastewater treatment plant
- Review existing water quality data and reporting supporting conceptual flow augmentation
- Identify limitations of flow augmentation, which will include at a minimum:
    - Collection of any data necessary to assess the water quality effects on Ashland Creek due to releasing water from lower depths in Reeder Reservoir.
    - Determination of the maximum rates of additional flow release for temperature control from Reeder Reservoir that can be allowed considering the City's overall water supply and demand situation.
    - Assessment of existing infrastructure ability/limitations to operate cold water releases from deep outlets at Reeder Reservoir.
    - Provide findings in a Feasibility Study report
- Assist the City in responding to any questions or concerns from DEQ

3.2.2 Phase 2: Thermal Benefit Analysis

Complete a study and submit findings to DEQ, quantifying thermal benefits of cold water releases from Reeder Reservoir at the WWTP outfall site in Bear Creek. The study will report on:

- Development a stream temperature model for Ashland Creek to account for any potential heating in Ashland Creek and to account for any additional temperature benefit from flow augmentation (e.g. volume increases and residence time decreases).
- Use of the model to evaluate the thermal benefits of the cold water release from Reeder Reservoir at the point of compliance at the Bear Creek outfall.

3.2.3 Phase 3: Water Quality Trading Plan Development

Develop a DEQ-approved Flow Augmentation Water Quality Trading Plan that details an analysis approach to evaluate benefits transferrable to the outfall site in Bear Creek and permit conditions. The

Plan shall be consistent with applicable Oregon Water Quality Trading rules in OAR 340-039. The consultant will:

- Create a Draft Plan for DEQ review
- Assist the City in responding to and resolving DEQ comments on the Draft Plan during the applicant review period
- Attend one City Council meeting to provide technical support to staff during presentation of the Draft Plan to City leadership
- Assist the City in resolving comments and concerns that may arise during a public review period of the Draft Plan
- Incorporate results of review processes into a final plan for DEQ approval

A final, comprehensive task-specific scope and fee schedule will be negotiated between City and the selected consulting firm.

SECTION 4 - EVALUATION CRITERIA

Written Proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

4.1 Project Approach (20 Points Possible)

Provide a description of how your firm would approach the development a water quality trading plan pursuant to OAR 340-039 that includes flow augmentation. Include a summary of prior partnerships with the City of Ashland if any. Include a summary of your quality control program.

4.2 Project Experience (30 Points Possible)

a. Describe how your firm is organized and how its resources will be utilized to complete the work.

b. Provide a summary of relevant work experience associated with development of water quality trading programs, particularly programs that include a flow augmentation component.

c. Provide a concise description of at least three (3) projects in the last ten (10) years, involving similar work to those listed in the scope of work.

d. Indicate which members of the proposed project team, if any, who worked on the example projects, and their involvement. These team members should be included in the Key Persons list submitted in 4.3(b) below.

e. Submit references for three of the projects described above. Include the Client's name, organization name, contact name, contact email and phone.

4.3 Project Team Experience (30 Points Possible)

a. Provide a description of the proposed organizational structure to be used for the project.

b. Provide a list of the key staff proposed for this project ("Key Person(s)"). Be specific on the individuals that will play primary roles in development of the required engineering and their experience working with municipalities on NPDES compliance projects. Provide a concise summary of each key person(s)'s role, and a description of their relevant experience for this project.

c. Submit resumes that support each Key Person's relevant experience. *No more than five resumes should be submitted as Appendix A and will not count against page limit.*

d. Indicate which individual will manage the project and be the primary contact. Indicate the specific experience this individual has managing project similar to the proposed project.

e. Provide the anticipated percentage of time devoted by each Key Person to the project during the term of the contract. If applicable, indicate how any Key Person's availability is expected to vary by phase.

4.4 Proposer's Demonstrated Ability to Successfully Complete Similar Projects on Time and Within Budget (20 Points Possible)

For each of the three (3) projects listed in response to 4.2(c), provide a discussion of whether the project was completed on time and on budget or needed to be revised. Briefly explain the reason for any revisions, and what attempts were made to bring the project back on schedule and within budget.

4.5 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of past performance.

4.6 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Experience	30	
3.	Project Team Experience	30	
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	20	
6.	Termination for Default	P/F	
	Total	100	

SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written Proposals is 100, and an additional 100 points may be scored through the interview process.

5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze Proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful Proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City-adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in this RFP and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 Right of Rejection

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the Proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

5.3 References

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

The City reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

5.4 Responsibility

The City reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to,

current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

City reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 Interviews

The outcome of the Proposal evaluations *may* result in placement on an interview (short-listed) with time and date of the interview. Should City elect to hold interviews, the total additional points possible for the interview will be **100**.

City may invite up to three (3) of the highest-ranked firms (or at a natural break in scoring) to interview. The Firm's Key Persons, as identified by City shall be prepared to attend the interview within five (5) business days of notification by City, and shall be prepared to answer questions provided with the Interview Invite letter, and questions that will be provided at the time of the interview, and discuss the Firm's proposed project approach.

5.7 Finalist Selection

The firm with the highest total score as a result of written Proposal scoring and interview scoring, if conducted, will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

5.8 Ties among Proposers

If City determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the Finalist, and will send copies to all Proposers.

5.10 Contract Negotiation

City will begin negotiating the fees for the project, along with expanded scope of work detail, with the highest ranked Proposer and specifically, conduct direct negotiations toward obtaining written agreement on:

a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.

b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.

c) Any other provisions City believes to be in the City's best interest to negotiate.

d) Initial negotiations will be based upon Contract Phase 1.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation. Nothing in the rule precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

5.11 Protest Procedures

City shall provide to all Proposers a copy of the selection notice that City sent to the highest ranked Proposer. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City consistent with the provisions of AMC 2.50.140 (Protests of Procurement Process and Solicitant Award) and ORS 279B.410 (Protests of Contract Award).

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. City will not consider late protests.

b) Protests must comply with the requirements of ORS 279B.410(1) through (4)

c) Protests based on procedural matters will not be considered.

d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.

e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).

f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.

g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.

The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Notice of Intent to Award.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Personal Services Agreement ('PSA"), in substantially the form as found in the Appendix of this RFP. The PSA will include the City's Standard Terms and Conditions and the final scope of work and fees.

SECTION 6 - CONTRACT

6.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP (ATTACHMENT 2). The Proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 5.11. Unconditional refusal to accept contract provisions will result in Proposal rejection.

Contract Duration –

- Phase 1: Feasibility Study (18-24 months)
- Phase 2: Thermal Benefit Analysis (12 months)
- Phase 3: Trading Plan Development (12 months) and Finalization (12 months)

Contract Payment – Contingent upon City's need, consultant's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2021 ($15.96 per hour). Living wage provisions apply as follows:

- For all hours worked under a service contract between their employer and the City if the contract exceeds $22,310.46 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of $22,310.46.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

6.2 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under the contact.

6.3 Insurance Requirements

Contactor shall at its own expense provide the following insurance:

a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 per occurrence. This is to cover damages caused by any error, omission, or negligent act related to the professional services to be provided under the contract.

c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.

d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein

but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contact. The certificate will specify all of the parties who are additional insures. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - INSTRUCTIONS TO PROPOSERS

7.1 General

All Proposals and any resulting contracts are subject to the provisions and requirements of Oregon Revised Statutes Chapters 279A and 279B and to the Ashland Municipal Code (AMC) Chapter 2.50. Engineering contracts are further subject to ORS Chapter 279C.

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through OregonBuys. All updates, addendum, and related communications will be published through OregonBuys. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten in 12 point font minimum.
- Except for proposer attachments, proposal form, cover letter and resumes, the Proposal shall contain no more than 8 pages.
- Cover Letter, proposal form and resumes do not count against the 8 page limit.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile Proposals shall be accepted.
- The electronic submission of a Proposal will not be permitted.
- To be considered, all Proposals must be received by the City prior to the date and time set for Proposal closing.
- A total of five (5) original (wet signatures), complete Proposals shall be submitted to the City prior to the date and time set for closing.

- One (1) digital copy of the complete Proposal shall be submitted on a thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this Request for Proposals.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

7.7 Definitions

For the purpose of this RFP:

"Agency" or **"City"** means City of Ashland.

"Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"Calendar days" or **"days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Engineering Department.
"Manager" means the City of Ashland Project Manager.
"Proposers"- All firms submitting proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".
"Qualification Based Selection" or **"QBS"** (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.
"RFP" means Request for Proposals.
"Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.
"Services" means the services to be performed under the Contract by the Consultant.
"Statement of Work" means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City's Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addendum received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addendum to registered proposers but will do so as a courtesy only. All official addendums will be issued through OregonBuys and it shall be the proposer's sole responsibility to acquire any and all addendum pertaining to RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date, consistent with AMC 2.50.140 (Protests of Procurement Process and Solicitation Award) and ORS 279B.405 (Protests and Judicial Review of Solicitations).

A proposer's written protest must meet the specific requirements of ORS 279B.405(4).

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Proposal No. **2021-12**
City of Ashland Public Works Dept.
ATTN: Kaylea Kathol, PMP, Sr. Project Manager
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

7.10 Protest of Contract Award

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of another or any Proposer who contends that the provisions of this RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to this RFP within seven (7) calendar days after the date of the notice of intent to award. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapters 279A, 279B, or 279C, the City of Ashland Municipal Code, or the City's procedures for screening and selection of persons to perform personal services.

7.11 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.12 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.13 Proprietary Information

The City is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

The entire Proposal cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed." This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential." Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentially. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction.

7.14 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing, and calendar with the selected proposer. By submitting a Proposal, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may have been modified or reserved by the City for negotiation. Any Proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.15 Proposal Opening

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the Proposal opening shall be informed only of the names of the Proposers submitting Proposals. No other information shall be available, and no copies of the Proposals shall be made. Award decisions will NOT be made at that time.

SECTION 8 - **PROPOSAL FORM**

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the criteria and then responding below the restated criteria.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(Place a check in front of the item indicating inclusion in your response)

- ☐ RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- ☐ SECTION 8 – Proposal Form
- ☐ Independent Contractor Certification

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified.

MWESB certified? Yes___ No____. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received: _____

OSBEELS / OSBGE / ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 6.3 (b). Attach additional sheet if necessary)

Name:_____Title:_____Certification No:_____

Name:_____Title:_____Certification No:_____

Name:_____Title:_____Certification No:_____

Name:_____Title:_____Certification No:_____

Name:_____Title:_____Certification No:_____

Name:_____Title:_____Certification No:_____

PROPOSER INFORMATION:

_____

Proposer Company Name

_____

Company Address (from which work will be performed)

_____	_____	_____
Telephone Number	Fax Number	FEDERAL ID NUMBER

Printed Name of Person Signing RFP: _____

Title: _____

Signature: _____

Email Address: _____

APPENDIX A – **EXAMPLE CONTRACT, INCLUDING EXHIBIT B, EXHIBIT C**

Placeholder. Insert most current agreement template in the Purchasing folder when converting to PDF

Council Business Meeting

February 21, 2023

Agenda Item	Contract-Specific Special Procurement for Self-Contained Breathing Apparatus (SCBA) for Ashland Fire & Rescue	
From	Ralph Sartain	Fire Chief
Contact	Ralph.sartain@ashland.or.us 541-552-2229	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

Approval is being requested for a **Contract-specific Special Procurement**.

This **Contract-specific Special Procurement** will allow Ashland Fire & Rescue to award a public contract to MES for SCBAs (self-contained breathing apparatus) per MES Quote #QT1654628 in the amount of $219,760.00.

POLICIES, PLANS & GOALS SUPPORTED

Develop current and long-term budgetary resilience.

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

Support Innovative Programs that Protect the Community

BACKGROUND AND ADDITIONAL INFORMATION

A Special Procurement (sourcing method) is used for the purpose of seeking an exemption from the competitive bid process, custom designing a contracting approach, or the direct selection or award of a public contract or for a series of contracts. The attached Form #9 Special Procurement Request for Approval is attached for your review and consideration.

This purchase is **brand** specific, but not a Sole Source Procurement (sourcing method) because there are multiple resellers for the SCBAs. This request is for the use of an **alternative souring method** (requesting quotes from multiple resellers for brand specific equipment) thus the **Special Procurement** (sourcing method).

The brand specific equipment (SCBAs) to be purchased is compatible with the exiting equipment the firefighters have been extensively trained to use.

Firefighters rely on self-contained breathing apparatuses (SCBA) to protect themselves from dangerous heat and toxic smoke (air contaminated by smoke, dust, fumes, vapors or chemicals).

FISCAL IMPACTS

Ashland Fire and Rescue has received an Assistance to Firefighters Grant from the Federal Government that provides 90% funding for the SCBAs. This grant provides for necessary firefighter protection and operationally necessary equipment for safety. The grant requires a 10% money match for any award issued. The grant is for the replacement of SCBAs purchased in 2012 and have met their use window per national standards. The City had not currently budgeted for the replacement SCBAs purchase, so the grant allows for continued compliance

with National Fire Protection Association standards for SCBAs. The SCBA is necessary for firefighting operations as it provides positive pressure air necessary in an Immediately Dangerous to Life or Health (IDLH) atmosphere and protects from smoke and other hazardous materials.

Grant Award:	$216,700 minus 10%
City Matching 10% Funds:	$21,670
MES BID w/Trade in Allowance:	$219,760 ($18,750 credit applied to reach contract price)

The funds for this project are appropriated and available for the City's match and remaining balance for purchase.

The City will also need to purchase an and install an aftermarket SCBA "blast chamber" in connection with the delivery of the new SCBA bottles. The blast chamber will be used to contain a failure of the bottle when it is being filled. A budget amendment will be forthcoming to fund the new blast chamber with new revenue from Fire & Rescue's deployment to the Van Meter Fire.

DISCUSSION QUESTIONS

This procurement allows Ashland Fire & Rescue to comply with national standards for SCBAs and avoid noncompliance violations of OSHA standards. This action allows firefighters using serviceable SCBAs to enter a structure with an IDLH environments due to fire.

SUGGESTED NEXT STEPS

Staff recommends the Contract-specific Special Procurement be approved and the public contract be awarded to MES for SCBAs per Quote #QT1654628.

REFERENCES & ATTACHMENTS

Form #9 Special Procurement Request for Approval (Written Findings)
MES Quotes: QT1654628 (Model 5500), QT1654605 (Model 4500)
Sea Western Fire Fighting Equipment Quotes: QUO13337 (Model 5500), QT13336 (Model 4500)

FORM #9

CITY OF ASHLAND

SPECIAL PROCUREMENT REQUEST FOR APPROVAL

To: Joseph L. Lessard, City Manager

From: Ralph Sartain, Fire Chief

Date: February 21, 2022

Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

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

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

2. **Department Contact Name:** Ralph Sartain, Fire Chief

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

4. **Time Period Requested:** From _____ To: _____

5. **Total Estimated Cost:** $219,760.00

6. **Short title of the Procurement:** SCBAs (Self-contained breathing apparatus)

Supplies and/or Services or class of Supplies and/or Services to be acquired:

SCBAs (self-contained breathing apparatus) – Quantity 25 Each

Per the attached MES Quote #QT1654628

Firefighters rely on self-contained breathing apparatuses (SCBA) to protect themselves from dangerous heat and toxic smoke (air contaminated by smoke, dust, fumes, vapors or chemicals).

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

Background: Not applicable

Proposed procedure: The SCBAs are **brand specific** due to the need for compatible equipment. firefighters have been extensively trained to use. Quotes were requested from the two (2) known. vendors for two models of SCBAs for comparison purposes.

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

This purchase is **brand** specific, but not a Sole Source Procurement because there are multiple resellers for the SCBAs. This request is for the use of an **alternative souring method** (requesting quotes from multiple resellers of brand specific equipment) thus the **Special Procurement** (sourcing method).

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

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

Quotes were requested from the two (2) known resellers of the brand specific SCBAs.

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

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

The equipment being purchased is compatible with the exiting equipment the firefighters have been extensively trained to use.

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

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

Ashland Fire and Rescue submitted a grant application to the Federal Government for an Assistance to Firefighters Grant. The competitive bid process is for every fire department in the nation who wishes to apply. This specific process is to provide necessary firefighter protective and operationally necessary equipment for safety. The grant process requires a 10% money match for any award issued. The SCBA's we applied to replace were purchased in 2012 and have met their use window per national standards. The City had not placed monies aside for this purchase so the grant allowed us to be compliant with National Fire Protection Association standards for SCBA's. The SCBA is necessary for firefighting operations as this is the positive pressure air we breath in an ILDH atmosphere and protects us from smoke, and other hazardous materials.

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

Public Notice:

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

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

Date Public Notice first appeared on www.ashland.or.us – February 22, 2023 (If approved by Council 2/21/23)

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: February 22, 2023 (If approved by Council 02/21/2023)

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on February 21, 2023 (If approved by Council).

The City intends to award a public contract to MES for SCBAs (self-contained breathing apparatus) in the amount of $219,760.00. The SCBAs are brand specific due to the need for compatible equipment firefighters have been extensively trained to use. Quotes were received from two (2) resellers. Firefighters rely on self-contained breathing apparatuses (SCBAs) to protect themselves from dangerous heat and toxic smoke (air contaminated by smoke, dust, fumes, vapors or chemicals). Ashland Fire & Rescue applied and received an Assistance to Firefighters Grant to replace the SCBAs that were purchased in 2012 because they need to be replaced per national standards. The grant funding for SCBAs allows AF&R to purchase new SCBAs and thus be compliant with the National Fire Protection Association standards for SCBA's.

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

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: Ashland Fire & Rescue, Ralph Sartain, Fire Chief, 455 Siskiyou Blvd, Ashland, OR 97520. The seven (7) protest period will expire at 5:00pm on March 1, 2023 (If published on February 22, 2023.)

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

MUNICIPAL EMERGENCY SERVICES

3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Quote #	QT1654628
Date	01/10/2023
Expires	03/11/2023
Sales Rep	Lewellen, Kenneth
Shipping Method	FedEx Ground
Customer	ASHLAND FIRE-RESCUE (OR)
Customer #	C40594

Bill To

Accounts Payable
ASHLAND FIRE-RESCUE (OR)
ASHLAND FIRE-RESCUE
455 SISKIYOU BLVD
ASHLAND OR 97520
United States

Ship To

Steven Boyersmith
ASHLAND FIRE-RESCUE
455 SISKIYOU BLVD
Ashland OR 97520
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8915026305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 5.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	25	$6,750.00	$168,750.00
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	50	$700.00	$35,000.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	25	$350.00	$8,750.00
201564-32			RIT-Pak Fast Attack, 5.5, Medium, Rectus Fitting	4	$2,450.00	$9,800.00
201567-01			RIT Cylinder/Valve Assy., 30/5500,90 degree	4	$1,100.00	$4,400.00
9519-4200			QuantiFit2	1	$9,995.00	$9,995.00
201520-01			ADAPTER ASM,VISION C5	1	$65.00	$65.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	5	$350.00	$1,750.00
Used Airpak Credit				1	($18,750.00)	($18,750.00)

Subtotal	$219,760.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$219,760.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1654628

MUNICIPAL EMERGENCY SERVICES

3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Quote #	QT1654605
Date	01/05/2023
Expires	01/31/2023
Sales Rep	Lewellen, Kenneth
Shipping Method	FedEx Ground
Customer	ASHLAND FIRE-RESCUE (OR)
Customer #	C40594

Bill To

Accounts Payable
ASHLAND FIRE-RESCUE (OR)
ASHLAND FIRE-RESCUE
455 SISKIYOU BLVD
ASHLAND OR 97520
United States

Ship To

Steven Boyersmith
ASHLAND FIRE-RESCUE
455 SISKIYOU BLVD
Ashland OR 97520
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914026305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	25	$6,600.00	$165,000.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	50	$650.00	$32,500.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	25	$350.00	$8,750.00
201564-31			RIT-Pak Fast Attack, 4.5, Medium, Rectus Fitting	4	$2,450.00	$9,800.00
200870-01			RIT CYL&VLV ASSY CARB,30MIN,4500	4	$860.00	$3,440.00
9519-4200			QuantiFit2	1	$9,995.00	$9,995.00
201520-01			ADAPTER ASM,VISION C5	1	$65.00	$65.00
FP1SK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Small Face Seal, Kevlar Headnet, No Spare Headnet	5	$350.00	$1,750.00
Used Airpak Credit				1	($18,750.00)	($18,750.00)

Subtotal	$212,550.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$212,550.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1654605

Quote

SeaWestern, Inc.
P.O. Box 51,
Kirkland, WA 98083

SEAWESTERN
FIRE FIGHTING EQUIPMENT

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To:	Ship To:
ASHLAND FIRE & RESCUE 455 SISKIYOU BLVD ASHLAND OR 97520 United States	ASHLAND FIRE & RESCUE 455 SISKIYOU BLVD ASHLAND OR 97520 United States

Date	01/05/2023
Customer No.	10027
Quote No.	QUO13336
Sales Rep	Alan Settles

Attention	Delivery	FOB	Expires
Steven Boyersmith			01/31/2023

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
25	EA	SCOTT X3 Pro	3M | Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8914026005304 4.5 Snap Change w/QD Regulator, PASS	5,210.00	130,250.00
25	EA	SCOTT X3 Pro Upgrade - UEBSS	Add Universal EBSS (Buddy Breather)	550.00	13,750.00
50	EA	SCOTT 200129-01	CYL&VLV CARB 4.5 45MIN NXG	850.00	42,500.00
30	EA	Medium C5 Mask	C5,M,KV,	355.00	10,650.00
4	EA	SCOTT 201564-31	RIT-PAK FA,4.5,MED,C5,RECTUS	2,739.75	10,959.00
4	EA	SCOTT 200870-01	CYL&VALVE ASSY, 30/4500,90 DEG	960.00	3,840.00
1	EA	TSI 8040	TSI PORTACOUNT RESPIRATOR FIT TESTER 8040	11,270.00	11,270.00

Total **$223,219.00**

Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable
Shipping is not included in the price unless stated otherwise

Quote

SeaWestern, Inc.
P.O. Box 51,
Kirkland, WA 98083

SEAWESTERN
FIRE FIGHTING EQUIPMENT

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To:	Ship To:
ASHLAND FIRE & RESCUE 455 SISKIYOU BLVD ASHLAND OR 97520 United States	ASHLAND FIRE & RESCUE 455 SISKIYOU BLVD ASHLAND OR 97520 United States

Date	01/05/2023
Customer No.	10027
Quote No.	QUO13337
Sales Rep	Alan Settles

Attention	Delivery	FOB	Expires
Steven Boyersmith			01/31/2023

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
25	EA	SCOTT X3 Pro	3M | Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8915026005304 5.5 Snap Change w/QD Regulator, PASS	5,560.00	139,000.00
25	EA	SCOTT X3 Pro Upgrade - UEBSS	Add Universal EBSS (Buddy Breather)	550.00	13,750.00
50	EA	SCOTT 200970-01	CYL&VALV,QD,CARB,45/5500 ASSY	1,050.00	52,500.00
30	EA	Medium C5 Mask	C5,M,KV,	355.00	10,650.00
4	EA	SCOTT 201564-32	RIT-PAK FA,5.5,MED,C5,RECTUS	2,739.75	10,959.00
4	EA	SCOTT 201567-01	CYL&VALVE ASSY, 30/5500,90 DEG	1,272.50	5,090.00
1	EA	TSI 8040	TSI PORTACOUNT RESPIRATOR FIT TESTER 8040	11,270.00	11,270.00

Total **$243,219.00**

Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable
Shipping is not included in the price unless stated otherwise

Council Business Meeting

Feb 21, 2023

Agenda Item	Second Reading & Findings Adoption Ordinance 3217 - Middle Housing Land Division Ordinance	
From	Brandon Goldman Derek Severson	Interim Director of Community Development 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 act on second reading of an ordinance to amend the Ashland Land Use Ordinance to implement the requirements of Oregon Senate Bill 458 by adding section 18.5.1.075 "Middle Housing Land Divisions" and section 18.5.3.140 "Middle Housing Land Divisions." Senate Bill 458 became effective on June 30, 2022, and under the Senate Bill cities are required to implement directly from the bill until local code modifications are put in place. 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 January 17, 2023 meeting.

POLICIES, PLANS & GOALS SUPPORTED

Comprehensive Plan, Housing Element (6.10.01.1 & .3, and 6.10.02)
Climate Energy Action Plan (CEAP ULT-4-2)
City Council Biennial Goals 2019-2021

BACKGROUND AND ADDITIONAL INFORMATION

Oregon Senate Bill 458 provides a process for lot divisions to allow home ownership opportunities for middle housing units built under the middle housing allowances of House Bill 2001 which for cities of Ashland's size were limited to duplexes. Senate Bill 458 does not apply to accessory residential units, and the ordinance here is limited to duplexes.

A Middle Housing Land Division (MHLD) allows a lot with a duplex in place or proposed to be split so that there would be one duplex unit per lot, except that common areas may be located on a separate lot or a shared tract. Separate utilities are required for each unit, and easements are required to be provided for pedestrian access; any common areas; driveways and parking areas, if shared; and utilities. An MHLD proposal must demonstrate that it meets the requirements of the Oregon Residential Specialty Code. For example, if an attached duplex is being divided, there must be firewall construction between the two units. In a typical land division, the land division is approved, infrastructure installed, and plat signed prior to building permits being reviewed and issued for construction. A Middle Housing Land Division may occur prior to submission of an application for building permits, after a middle housing development is approved for development, or after it is constructed. Senate Bill 458 gives cities the option of allowing concurrent review of building permits and the land division, but in any case, Middle Housing Land Division

applications must include a middle housing development (*either proposed or already built*) that complies with the building code and the City's middle housing development code.

Under Senate Bill 458, cities may require the submittal of tentative & final plats for approval, review for Oregon Residential Specialty Code compliance, and require right-of-way dedications and city-standard street frontage improvements. Cities may not apply *any* approval criteria other than the approval criteria specified in Senate Bill 458 to applications for an MHLD — i.e. the allowable criteria include the City's standards for middle housing development, separate utilities, easements, one dwelling on each lot, and building code compliance.

Senate Bill 458 provides for these Middle Housing Land Divisions to be processed through the Expedited Land Divisions (ELD) procedure established in the Oregon Revised Statutes. Expedited Land Divisions are not considered to be land use actions and as such cannot be appealed to the Planning Commission. Instead, an initial administrative decision by the Staff Advisor (Community Development Director or their designee) could be appealed to a referee/hearings officer, and would not be subject to appeal to the Oregon Land Use Board of Appeals (LUBA).

The Planning Commission has previously discussed these code amendments in response to Senate Bill 458 at two public meetings on May 10, 2022 and June 14, 2022, and conducted a public hearing on November 22, 2022. The Planning Commission recommended approval of the attached ordinance.

FISCAL IMPACTS

The Senate Bill requires appeals to be handled by a referee or hearings officer who cannot be a city staff person or member of the Planning Commission. As such, the city will need to keep a hearings officer on retainer. The actual per appeal cost of a hearing officer will not be known until the City solicits for this support, but a cost of approximately $150-$200 per hour is normal for the region. Assuming hearing plus document preparation time will be between 4-5 hours, a hearing may cost the city between $600-$1000. Community Development staff believes that the number of applications under the Senate Bill is likely be limited, and that there will be few appeals, because approval equates to the division of units that are already built or which could be built without notice to neighbors, independent of the approval of the middle housing land division. Staff estimate the City would not exceed three (3) appeals in FY 2023-2024 for an estimated annual hearing expense of $1,800-$3,000 for the hearing officer costs.

The hearings officer will assess costs of the appeal, up to a maximum of $500, against appellants who do not materially improve their position through the appeal hearing, and the city will be responsible for remaining costs of each hearing. Appeal application fees will be established based on hearing officer and corresponding administration support costs. The application fees will be reviewed annually.

DISCUSSION QUESTIONS

This item was discussed during a public hearing at on January 17, 2023, and at that hearing the Council the first reading.

SUGGESTED NEXT STEPS

Staff recommends adoption of the ordinance 3217 as recommended by the Planning Commission, and adoption of the attached written findings.

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 Implement the Requirements of Oregon Senate Bill 458 by Adding Section 18.5.1.075 "Middle Housing Land Divisions" and Section 18.5.3.140 "Middle Housing Land Divisions."

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 February 21, 2023.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Ordinance 3217- 'An Ordinance Amending the Ashland Land Use Ordinance to Implement the Requirements of Oregon Senate Bill 458 By Adding Section 18.5.1.075 "Middle Housing Land Divisions" And Section 18.5.3.140 "Middle Housing Land Divisions.'

Attachment 2: Draft Findings, Orders and Conclusions of Law

Attachment 3: Public Comments

- Amy Anderson, Rogue Planning dated 1/03/2023

ORDINANCE NO. 3217

AN ORDINANCE AMENDING THE ASHLAND LAND USE ORDIANCE TO IMPLEMENT THE REQUIREMENTS OF OREGON SENATE BILL 458 BY ADDING SECTION 18.5.1.075 "MIDDLE HOUSING LAND DIVISIONS" AND SECTION 18.5.3.140 "MIDDLE HOUSING LAND DIVISIONS."

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, Senate Bill (SB) 458 "relating to land division for residential development; creating new provisions; and amending ORS 93.277, 94.775, 94.776, 197.365, 197.370, 197.375 and 197.380" was passed at the 81st Oregon Legislative Assembly, 2021 Regular Session, and became effective on June 30, 2022. SB 458 requires cities to approve a tentative plan for a middle housing land division if the application includes a proposal for the development of middle housing in compliance with the Oregon residential specialty code and with the land use regulations applicable to the original lot or parcel allowed under ORS 197.758(5); separate utilities for each dwelling unit; proposed easements necessary for each dwelling in the plan for utilities, pedestrian access, common use areas or shared building elements, driveways or parking, and dedicated common areas; exactly one dwelling unit per lot except for lots, parcels or tracts used as common areas; and evidence demonstrating how buildings will comply with applicable building code provisions relating to new property lines, and notwithstanding the creation of new lots or parcels, how buildings on new lots will comply with the Oregon residential specialty code.

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 November 22, 2022, and following deliberations, unanimously recommended approval of the amendments; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on January 3, 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 meet the requirements of state law and protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Land Use Ordinance in the manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the Ashland 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. Ashland Municipal Code Title 18 Land Use is hereby amended as follows.

SECTION 2. Section 18.5.1.0750 [Middle Housing Land Divisions] is hereby added to the Ashland Land Use Ordinance to read as follows:

Section 18.5.1.075 Middle Housing Land Divisions (MHLD)

Middle Housing Land Division decisions are made by the Staff Advisor using the Expedited Land Division procedure detailed below. Middle Housing Land Divisions may be appealed to a referee/hearings officer. Middle Housing Land Divisions are not a land use or limited land use decision.

A. **Procedural Handling.** Unless the applicant requests to use the land partition procedures in ALUO 18.5.3.030, Middle Housing Land Divisions shall be processed under the Expedited Land Divisions procedure from ORS 197.360 to 197.380 as detailed below:

1. **Pre-Application Conference.** A pre-application conference is voluntary for a Middle Housing Land Division.
2. **Application Requirements**. Applications for development permits shall be submitted upon forms established by the Staff Advisor. Applications will not be accepted in partial submittals, and all of the following items must be submitted to initiate completeness review:

    a. Application Form and Fee. Applications for Middle Housing Land Divisions shall be made on forms provided by the Staff Advisor. One or more property owners of the property for which the planning action is requested, and their authorized agent, as applicable, must sign the application. The application shall not be considered complete unless the appropriate application fee accompanies it.
    b. Submittal Information. The application shall include all of the following information.

        i. The information requested on the application form.
        ii. Drawings and supplementary materials for Preliminary Plat as required in ALUO 18.5.3.040.B.
        iii. A narrative explanation of how the application satisfies each and all of the relevant criteria and standards in ALUO 18.5.3.140.C.1.
        iv. Additional materials necessary to demonstrate compliance with the Oregon residential specialty code.
        v. Information demonstrating compliance with all prior approvals and conditions of approval for the parent lot or parcel, as applicable.

3. **Completeness review.** The Staff Advisor shall review the application submittal and advise the applicant in writing whether the application is complete or incomplete within twenty-one (21) calendar days after the city receives the application submittal.

    a. Incompleteness shall be based solely on failure to pay required fees, failure of the applicant's narrative to address the relevant criteria or development standards, or failure to supply the required submittal information and shall not be based on differences of opinion as to the quality or accuracy of the information provided. Determination that an application is complete indicates only that the application contains the information necessary for a qualitative review of compliance with the applicable criteria and standards.
    b. If the application was complete when first submitted or the applicant submits the additional information within 180 days of the date the application was first submitted, approval or denial of the application shall be based upon the applicable criteria and standards that were in effect at the time the application was first submitted.
    c. If an application is incomplete, the completeness notice shall list what information is missing and allow the applicant to submit the missing information. The completeness notice shall include a form, designed to be returned to the Staff Advisor by the applicant, indicating whether or not the applicant intends to amend or supplement the application. For purposes of computation of time under this section, the application shall be deemed complete on the date the applicant submits the requested information or refuses in writing to submit it.

4. **Notification.**

a. Mailing of Notice of Complete Application. The Staff Advisor shall provide written notice of the receipt of the completed application for a Middle Housing Land division to:

i. The applicant and/or authorized representative.
ii. The owner(s) of record of the subject property.
iii. Neighborhood group(s) or community organization(s) officially recognized by the City whose boundaries include or are within one hundred (100) feet of the subject property.
iv. Owners of record for properties located within one hundred (100) feet of the perimeter of the subject property.
v. Affected city departments, governmental agencies or special districts responsible for providing public facilities or services which is entitled to notice under an intergovernmental agreement with the City which includes provision for such notice or is otherwise entitled to such notice.

b. Content of Notice of Complete Application. The notice of the receipt of the completed application shall include all of the following:

i. The street address or other easily understood geographical reference to the subject property.
ii. A summary of the proposal.
iii. The time and place where copies of all evidence submitted by the applicant will be available for review.
iv. The applicable criteria for the decision, listed by commonly used citation.
v. The name and telephone number of a local government contact person.
vi. A brief summary of the local decision-making process for the Middle Housing Land Division.
vii. A statement that issues that may provide the basis for an appeal to the hearings officer must be raised in writing prior to the expiration of the comment period;
viii. A statement that issues must be raised with sufficient specificity to enable the local government to respond to the issue.
ix. The place, date and time that comments are due.

c. Certification of Notices. The City shall prepare an affidavit or other certification stating the date(s) the notices were mailed and posted, which shall be made a part of the file.
d. Comment Period. After notification according to the procedure set out above, the Staff Advisor shall provide a 14-day period for submission of written comments prior to the decision.

5. **Decision:** The Staff Advisor shall make a decision to approve or deny the application within 63 days of receiving a completed application, based on whether the application satisfies the substantive requirements of ALUO 18.5.3.140.C.

a. Approval may include conditions to ensure that the application complies with the applicable criteria and standards for Middle Housing Land Divisions.
b. For Middle Housing Land Divisions, the Staff Advisor:

i. Shall not hold a hearing on the application; and

ii. Shall issue a written determination of compliance or noncompliance with applicable criteria and standards for Middle Housing Land Divisions that includes a summary statement explaining the determination.

c. The decision shall include a statement of the facts the Staff Advisor relied upon to determine whether the application satisfied or failed to satisfy each applicable approval criteria.
d. Notice of the decision shall be provided to the applicant and to those who received notice under subsection (4) of this section within sixty-three (63) days of the date of a completed application. The notice of decision shall include:

i. The summary statement described in (5)(b) of this subsection; and
ii. An explanation of appeal rights under ORS 197.375 ('Appeal of decision on application for expedited land division').

6. **Appeals:** An appeal of the Staff Advisor's decision made under this section shall be made as follows:

a. An appeal must be filed within fourteen (14) days of mailing of the notice of the decision and be accompanied by a $300 deposit toward the cost of an appeal hearing. This deposit shall be refunded if the appellant materially improves his or her position from the Staff Advisor's decision. The referee shall assess the cost of the appeal in excess of the deposit for costs, up to a maximum of $500, against an appellant who does not materially improve his or her position from the decision of the Staff Advisor.
b. A decision may be appealed by:

i. The applicant.
ii. Any person or organization who filed written comments within the 14-day comment period.

c. An appeal shall be based solely on allegations:

i. Of violation of the substantive provisions of the applicable criteria and standards;
ii. Of the unconstitutionality of the decision;
iii. That the application is not eligible for review as a Middle Housing Land Division under ALUO 18.5.3.140 or as an Expedited Land Division under ORS 197.360 to 197.380 and should instead be reviewed as a land use decision or limited land use decision; or
iv. That the parties' substantive rights have been substantially prejudiced by an error in procedure.

d. The City of Ashland's hearings officer is designated as the referee for appeals of a decision made under this section and ORS 197.360 and 197.365.
e. Within seven days of receiving the appeal, the City, on behalf of the hearings officer, shall notify the applicant, the appellant if other than the applicant, any person or organization entitled to notice under ALUO 18.5.1.075.D.4.a that provided written comments to the local government and all providers of public facilities and services entitled to notice under ALUO 18.5.1.075.D.4.a and advise them of the manner in which they may participate in the appeal. A person or organization that provided written comments to the local government but did not file an appeal under subsection

(6) of this section may participate only with respect to the issues raised in the written comments submitted by that person or organization. The hearings officer may use any procedure for decision-making consistent with the interests of the parties to ensure a fair opportunity to present information and argument. The hearings officer shall provide the local government an opportunity to explain its decision but is not limited to reviewing the local government decision and may consider information not presented to the local government.

f. The hearings officer shall apply the substantive requirements of ALUO 18.5.3.140.C and ORS 197.360. If the hearings officer determines that the application does not qualify as an Expedited Land Division under ORS 197.360 or a Middle Housing Land Division under ALUO 18.5.3.140, the hearings officer shall remand the application for consideration as a land use decision or limited land use decision. In all other cases, the hearings officer shall seek to identify means by which the application can satisfy the applicable requirements.

g. The hearings officer shall not reduce the density of the land division application.

h. The hearings officer shall make a written decision approving or denying the application or approving it with conditions designed to ensure that the application satisfies the applicable criteria and standards, within 42 days of the filing of an appeal. The hearings officer shall not remand the application to the local government for any reason other than as set forth in this subsection.

i. Unless the City Council finds exigent circumstances, a hearings officer who fails to issue a written decision within 42 days of the filing of an appeal shall receive no compensation for service as hearings officer in the appeal.

j. Notwithstanding any other provision of law, the hearings officer shall order the local government to refund the deposit for costs to an appellant who materially improves his or her position from the decision of the local government. The hearings officer shall assess the cost of the appeal, up to a maximum of $500, against an appellant who does not materially improve his or her position from the decision of the local government. The local government shall pay the portion of the costs of the appeal not assessed against the appellant. The costs of the appeal include the compensation paid the hearings officer and costs incurred by the local government, but not the costs of other parties.

k. The Land Use Board of Appeals (LUBA) does not have jurisdiction to consider any decisions, aspects of decisions or actions made for Middle Housing Land Divisions under ALUO 18.5.3.140 or Expedited Land Divisions under ORS 197.360 to 197.380.

l. Any party to a proceeding before a hearings officer under this section may seek judicial review of the hearings officer's decision in the manner provided for review of final orders of the Land Use Board of Appeals (LUBA) under ORS 197.850 and 197.855. The Court of Appeals shall review decisions of the hearings officer in the same manner as provided for review of final orders of the Land Use Board of Appeals (LUBA) in those statutes. However, notwithstanding ORS 197.850(9) or any other provision of law, the court shall reverse or remand the decision only if the court finds:

    i. That the decision does not concern Middle Housing Land Divisions under ALUO 18.5.3.140 or Expedited Land Divisions under ORS 197.360 and the appellant raised this issue in proceedings before the hearings officer;

    ii. That there is a basis to vacate the decision as described in ORS 36.705(1)(a) to (d), or a basis for modification or correction of an award as described in ORS 36.710; or

iii. That the decision is unconstitutional.

SECTION 3. Section 18.5.3.140 [Middle Housing Land Divisions] is hereby added to the Ashland Land Use Ordinance to read as follows:

Section 18.5.3.140 Middle Housing Land Divisions (MHLD)

A. **Purpose.** The Middle Housing Land Divisions (MHLD) process seeks to provide home ownership opportunities by allowing lots with middle housing to be divided so that each middle housing dwelling unit is on its own lot. As used in this section, a "Middle Housing Land Division" is the division of a lot or parcel on which the development of middle housing has been is allowed under ORS 197.758(3). For cities with populations of between 10,000 and 25,000 such as Ashland, the middle housing types allowed under ORS 197.758(3) is limited to duplexes. A Middle Housing Land Division includes both a preliminary plat approval and a final plat and is not considered a land use decision or a limited land use decision under ORS 197.015.

B. Applicability and General Requirements.

1. Lots in residential zones including R-1, R-1-3.5, RR, WR, R-2, R-3, NN, and NM zones containing duplexes permitted on or after July 1, 2022 may be divided using the Middle Housing Land Divisions process outlined in this section.
2. The Middle Housing Land Divisions process in ALUO 18.5.3.140 shall be used unless the applicant requests to use the standard partition procedures in ALUO 18.5.3.030.
3. The Middle Housing Land Divisions process in ALUO 18.5.3.140 may not be used to create separate lots for Accessory Residential Units.

C. Middle Housing Land Divisions Preliminary Plat Approval Process

1. **Approval Criteria.** The Staff Advisor shall approve a Middle Housing Land Division preliminary plat upon finding:

    a. The parent parcel is developed with middle housing allowed under ORS 197.758(3) or the application for a Middle Housing Land Division is being made concurrently with a building permit application for construction of middle housing under ORS 197.758(3) on the parcel.
    b. Each resulting middle housing lot or parcel shall contain no more than one middle housing dwelling unit except for lots, parcels, or tracts proposed as common area.
    c. Accessory Residential Units (ARU) are not permitted on middle housing lots or parcels created under this section.
    d. Each lot is served with its own separate utilities.
    e. All easements necessary for each middle housing dwelling unit shall be identified on the plat. Easements shall be provided to ensure:

        i. Provision of and access for maintenance and replacement of all utilities;
        ii. Pedestrian access from each dwelling unit to a public or private street;
        iii. All dedicated driveways, parking, common use areas or shared building elements and dedicated common areas can be accessed and used.

    f. Evidence submitted by the applicant demonstrates how buildings or structures on the resulting lots or parcels will comply with applicable building codes provisions relating

to new property lines and, notwithstanding the creation of new lots or parcels, how structures or buildings located on the newly created lots or parcels will comply with the Oregon Residential Specialty Code.

2. The Staff Advisor shall apply additional conditions to the approval of a tentative plat for a Middle Housing Land Division to:

    a. Prohibit the further division of the resulting middle housing lots or parcels.
    b. Require that a notation appear on the final plat indicating that approval was given under ALUO 18.5.3.140 Middle Housing Land Divisions.

3. The type of middle housing developed on the original parent parcel is not altered by a Middle Housing Land Division. The newly created middle housing lots are created within a legal parent lot solely for the purpose of providing ownership opportunities, and these new middle housing lots are not granted additional development rights and must be maintained to meet the criteria applicable to the "parent lot" (height, lot coverage, open space, etc.). A duplex divided into two middle housing lots is still considered part of the original duplex and subject to all conditions of the original duplex approval.
4. Where the parent lot or parcel abuts a public street and dedication or frontage improvements consistent with ALUO 18.4.6.040.F were not provided when the lot or parcel was created, necessary right-of-way and street frontage improvements shall be provided to meet the Street Design Standards.
5. The access and minimum street frontage standards in ALUO 18.2.4.010 shall not apply to Middle Housing Land Divisions.
6. There shall be no minimum area or dimensional requirements for lots resulting from a MHLD.
7. The Staff Advisor shall not require a final plat before building permits are issued.

D. Middle Housing Land Divisions Final Plat

1. The final plat shall comply with the Middle Housing Land Division preliminary plat conditions of approval.
2. The following data requirements, if applicable, shall also be shown on the final plat.

    a. All tracts of land intended to be deeded or dedicated for public use;
    b. Street names as approved by the Public Works Director in accordance with the 'Criteria for Naming or Renaming a Street' in AMC 13.24.010.
    c. Any non-access strips.
    d. A notation indicating that approval was given under ALUO 18.5.3.140 Middle Housing Land Divisions.

3. **Approval Criteria.** The Staff Advisor shall approve or deny the final plat for the Middle housing land division based upon the following criteria:

    a. All conditions of the Middle Housing Land Division preliminary plat approval have been satisfied and the final plat substantially conforms to the approved Middle Housing Land Division preliminary plat approval.
    b. Approved construction drawings for required public improvements have been provided, including grading and drainage plans as applicable, and the applicant has

provided verification by the City that electric, water and sanitary sewer services are available to every lot depicted on the plat.

c. An approved security instrument is provided to guarantee completion of any required public improvements that have not been completed and accepted by the City.
d. The plat contains a dedication to the public of all required public improvements, including but not limited to public streets and any public utility easements, and all required streets, accessways, easements, and other dedications or reservations are shown on the plat.
e. The applicant has furnished acceptable copies of any applicable Covenants, Conditions and Restrictions (CC&R's), easements, maintenance agreements (e.g., landscaping, utilities, tree preservation, common areas, access, parking, etc.), and other documents pertaining to common improvements recorded and referenced on the plat.
f. The format of the plat shall conform to ORS 92, and shall incorporate the preliminary plat information in ALUO 18.5.3.040.B.
g. The plat contains an affidavit by the surveyor who surveyed the land, represented on the plat to the effect the land was correctly surveyed and marked with proper monuments as provided by ORS 92, indicating the initial point of the survey, and giving the dimensions and kind of such monument and its reference to some corner approved by the Jackson County Surveyor for purposes of identifying its location.
h. A copy of any deed restrictions applicable to the partition or subdivision or the title report.

E. Filing and Records

1. **Recordation.** Following review and the Staff Advisor's approval of a Middle Housing Land Division Final Plat, the applicant shall take the following actions:

   a. Obtain the approval signature on the Middle Housing Land Division final plat by the Jackson County Surveyor certifying that the final plat complies with all applicable survey laws. Before certifying, the County Surveyor may make any necessary field investigations to verify that the plat survey is sufficiently accurate. If the County Surveyor determines that the plat does not comply, the applicant shall make corrections. When the County Surveyor determines that the plat conforms, the County Surveyor shall sign and date the final plat.
   b. A Notice of Middle Housing Land Division for each middle housing lot shall be recorded with the County Recorder that states:

      i. The middle housing lot may not be further divided.
      ii. No more than one unit of middle housing may be developed on each middle housing lot.
      iii. The dwelling developed on the middle housing lot is a unit of middle housing and is not a single attached or detached dwelling, or any other housing type.

   c. File a statement of water right and, if a water right is appurtenant, a copy of the acknowledgment from the Water Resources Department.
   d. Deliver the approved final plat and accompanying documents to the County Recorder for recording.
   e. Return a copy of the recorded final plat and Notices of Middle Housing Land Division to the City for filing.

F. **Expiration and Extensions.** The final plat for a Middle Housing Land Division shall be approved within three years of the approval of the preliminary plat, except when extension of the preliminary plat approval is granted pursuant to ALUO 18.1.6.040

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.

_____

Julie Akins, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

BEFORE THE CITY COUNCIL
CITY OF ASHLAND, JACKSON COUNTY, OREGON

February 21, 2023

In the matter of amendments to the Ashland Municipal Code (AMC) Title 18 Land Use concerning the approval Criteria and procedural handling for Middle Housing Land Divisions as required by Senate Bill 458 from the 81st Oregon Legislative Assembly, 2021 Regular Legislative Session.	) FINDINGS OF FACT AND) CONCLUSIONS OF LAW

PURPOSE:
The proposal includes amendments to AMC Title 18 Land Use providing approval criteria and procedural handling for Middle Housing Land Divisions (MHLDs) to meet new state requirements. New state legislation, in the form of Senate Bill (SB) 458 requires Ashland to update the local land use code to meet new state laws and rules pertaining to middle housing land divisions which took effect June 30, 2022.

PUBLIC HEARINGS:
Notice was published in the Ashland News on November 11, 2022 prior to the Planning Commission public hearing, and on December 28, 2022 prior to the City Council public hearing. A public hearing was held at the Planning Commission on November 22, 2022 and at the City Council on January 17, 2023. Notice was also sent to the Department of Land Conservation and Development on August 23, 2022.

SUMMARY OF AMENDMENTS
The proposal includes the addition of two new sections to the Ashland Land Use Ordinance (ALUO) to implement the requirements of Senate Bill 458, which include:

- House Bill 458 applies to any lot that allows Middle Housing under House Bill 2001 (i.e. ORS 197.758).
- A Middle Housing Land Division (MHLD) must result in exactly one dwelling per lot, except that common areas may be located on a separate lot or a shared tract.
- Separate utilities are required for each dwelling unit.
- Easements are required to be provided for:
  - Pedestrian access
  - Common areas
  - Driveways and parking areas, *if shared*
  - Utilities
- A MHLD proposal must demonstrate that it meets the requirements of the Oregon Residential Specialty Code. For example, if an attached duplex is being divided, there must be firewall construction between the two units.

- In a typical land division, the land division is approved, infrastructure installed and plat signed prior to building permits being reviewed and issued for construction. A Middle Housing Land Division may occur prior to submission of an application for building permits, after a middle housing development is approved for development, or after it is constructed.
- Senate Bill 458 gives cities the option of allowing concurrent review of building permits and the land division, but in any case, Middle Housing Land Division applications must include a middle housing development (*either proposed or already built*) that complies with the building code and the City's middle housing development code.

Under Senate Bill 458, cities may require the submittal of tentative & final plats for approval, review for Oregon Residential Specialty Code compliance, and right-of-way dedications and city-standard street frontage improvements. Cities may not apply *any* approval criteria other than the approval criteria specified in Senate Bill 458 to applications for an MHLD — i.e. the allowable criteria include the City's standards for middle housing development, separate utilities, easements, one dwelling on each lot, and building code compliance.

Cities are required to process Middle Housing Land Divisions under the Expedited Land Division (ELD) process from ORS 197.360 to 197.380 in order to streamline review. The ELD process is outlined below:

- Submittal requirements are to be consistent with typical land divisions.
- Completeness review must occur by the City within 21 days of application submittal.
- Notice is given to properties within 100 feet of the site, to utility providers and to applicable neighborhood association(s).
- There is a 14-day comment period.
- A decision must be made by the city within 63 days after a complete application is submitted, unless extended by the Council under limited circumstances. *This is in contrast to the 120 days typically allowed for land use actions.*
- An ELD is not considered to be a land use decision, and would never be heard by the Planning Commission.
- The Staff Advisor makes the initial administrative decision, and any appeals go to a referee who cannot be a city employee or city official, but could be a hearings officer.
- Only the applicant and any person or organization who files written comments in the time period specified in the bill may appeal. An appeal must be filed within 14 days of mailing the Notice of Decision. A $300 deposit to cover costs must be paid with the appeal submittal, and the referee may levy additional fees to cover hearing costs up to $500.
- The city-appointed "*referee*" decides any appeal decision—often this is a city's Hearings Officer - who must issue a decision within 42 days of the appeal being filed. The decision of the referee is the final local decision on the MHLD application. Any appeals of the referee's decision go to the Oregon Court of Appeals rather than to the Land Use Board of Appeals (LUBA).

The current land use code allows for land divisions both in terms of partitions and subdivisions through a land use process with requirements including minimum lot areas, dimensional requirements, access and minimum street frontage. Under SB 458, cities may not apply *any* approval criteria other than the approval criteria specified in SB 458 to applications for an MHLD. The allowable criteria are limited to the city's standards for middle housing development, separate utilities, easements, one dwelling on each lot, and building code compliance. The proposed amendments are necessary to bring the city's land division requirements as they relate to middle housing allowed under HB 2001 in line with SB 458.

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)*

Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions. The City Council finds it is necessary to amend the land use ordinance to meet the new state requirements for middle housing land divisions in SB 458.

In the 2021 legislative session, the Oregon State Legislature passed SB 458 which requires cities to approve middle housing land divisions permitted on or after July 1, 2022 when the application includes: a) a proposal for development of middle housing in compliance with the Oregon residential specialty code and land use regulations applicable to the original lot or parcel allowed under ORS 197.758 (5); (b) Separate utilities for each dwelling unit; (c) Proposed easements necessary for each dwelling unit on the plan for: (A) Locating, accessing, replacing and servicing all utilities, (B) Pedestrian access from each dwelling unit to a private or public road, (C) Any common use areas or shared building elements, (D) Any dedicated driveways or parking, and (E) Any dedicated common area; (d) Exactly one dwelling unit on each resulting lot or parcel, except for lots, parcels or tracts used as common areas; and (e) Evidence demonstrating how buildings or structures on a resulting lot or parcel will comply with applicable building codes provisions relating to new property lines and, notwithstanding the creation of new lots or parcels, how structures or buildings located on the newly created lots or parcels will comply with the Oregon residential specialty code.

SB 458 provides that cities may add conditions to the approval of a tentative plan for a middle housing land division to: (a) Prohibit the further division of the resulting lots or parcels; (b) Require that a notation appear on the final plat indicating that the approval was given under this section. In reviewing an application for a middle housing land division, a city or county: (a) Shall apply the procedures under ORS 197.360 to 197.380; (b) May require street frontage improvements where a resulting lot or parcel abuts the street consistent with land use regulations implementing ORS 197.758; (c) May not subject an application to approval criteria except as provided in this section, including that a lot or parcel require driveways, vehicle access, parking or minimum or maximum street frontage; (d) May not subject the application to procedures, ordinances or regulations adopted under ORS 92.044 or 92.046 that are inconsistent with this section or ORS 197.360 to 197.380; (e) May allow the submission of an application for a middle housing land division at the same time as the submission of an application for building permits for the middle housing; and (f) May require the dedication of right of way if the original parcel did not previously provide a dedication. SB458 makes clear that the type of middle housing developed on the original parcel is not altered by a middle housing land division, that notwithstanding ORS 197.312 (5), a city is not required to allow an accessory dwelling unit on a lot or parcel resulting from a middle housing land division, and that the tentative approval of a middle housing land division is void if and only if a final subdivision or partition plat is not approved within three years of the tentative approval. Nothing in this section or ORS 197.360 to 197.380 prohibits a city or county from requiring a final plat before issuing building permits.

The current Ashland Land Use Ordinance (ALUO) code is not consistent with the new state requirements in that land use approval is required to partition or subdivide land, and

divisions through a land use action include requirements for minimum lot areas, dimensional requirements, access and minimum street frontage. Under SB 458, cities may not apply *any* approval criteria other than the approval criteria specified in SB 458 to applications for an MHLD. The allowable criteria are limited to the city's standards for middle housing development, separate utilities, easements, one dwelling on each lot, and building code compliance. The proposed amendments are necessary to bring the city's land division requirements as they relate to middle housing allowed under HB 2001 in line with SB 458.

The City Council finds the land use ordinance amendments proposed here are necessary to create an approval process for middle housing land divisions to comply with SB 458, and are therefore consistent with AMC 18.5.9.020.B.

B. Consistency with the Ashland Comprehensive Plan and other City Policies

The *Ashland Comprehensive Plan* includes a goal in the Housing Element to "*ensure a range of different dwelling types that provide living opportunities for the total cross section of Ashland's population (6.10.01).*" Included with this goal are the following applicable policies: "*Policy 1: Provide for a mix of housing types that are attractive and affordable to a diversity of ages, incomes, household sizes, and household types,*" and "*Policy 3: Integrate housing with other compatible land uses through flexible zoning provisions.*" The Housing Element includes another goal to "*support the creation and preservation of housing that is affordable to low and moderate income households and that is commensurate with the incomes of Ashland's workforce (6.10.02).*"

Finding: The proposed land use code amendments allow properties containing duplexes to be divided through an expedited process in order to provide additional housing options for ownership that are more affordable due to the likelihood of smaller lots and parcels and smaller unit sizes.

The *Climate and Energy Action Plan* (CEAP) includes an action to "*Revise community development plans to favor walkable neighborhoods and infill density. Ashland has a series of long-range planning documents that guide development across Ashland districts, neighborhoods, and natural areas. Revisiting these plans to ensure that they support climate-ready development needs, such as walking, biking, transit, parking management, and climate adaptation features, will ensure that Ashland development is consistent with the City's climate goals and commitments. It will be important to ensure that these activities do not come at the expense of higher housing costs, which could disadvantage low-income populations (CEAP ULT-4-2).*"

Finding: SB 458 provides that as a condition of approval of a middle housing land division, cities may require the dedication of right of way if the original parcel did not previously provide a dedication, and may require street frontage improvements where a resulting lot or parcel abuts the street. In combination with codes implementing HB 2001, the proposed land use code amendments will provide opportunities to develop duplexes as infill density within existing neighborhoods and with this infill make these established neighborhoods more walkable which is consistent with the CEAP.

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 an electronic public meeting on June 14, 2022. This meeting was held electronically via Zoom because of the City of Ashland's emergency declaration for the COVID-19 pandemic that began on March 15, 2020 and the Governor's Executive Order 20-16 that suspended all in-person public meetings. The Planning Commission also held a hybrid public hearing on November 22, 2022, with options to participate in person or electronically via Zoom. Opportunities to provide written and oral testimony were available at both commission meetings. 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 and are required by SB 458, as has been thoroughly described in this application. The implementation measures proposed are consistent with and adequate to carry out SB 458 and Comprehensive Plan polices as noted in these findings. The alternative to amending the land use code would be to implement middle housing land division regulations directly from SB 458. 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.

For cities of Ashland's size, the middle housing regulations apply only to duplex dwellings. Duplex dwellings within the city's identified Water Resource Protection Zones (i.e., stream bank and wetland protection zones) follow the same provisions as the development of detached single-family dwellings including activities requiring permits in AMC Chapter 18.3.11 Water Resource Protection Zones (Overlays). SB 458 addresses only the division of lands containing duplex dwellings, and will not alter the applicability of regulations to Water Resource Protection Zones or negatively impact these resources.

For designated historic resources, duplex dwellings are treated the same as detached single-family dwellings. AMC 18.5.2.020 requires Site Design Review of exterior changes to any residential structure that is individually listed on the National Register of Historic Places and require a building permit, regardless of the number of dwelling units. AMC 18.2.5.070 Maximum Permitted Residential Floor Area in Historic District limits the floor area of residential dwellings in the City of Ashland's four national register historic districts. The maximum permitted floor area (MPFA) allows more floor area for a duplex than for a single-family, and provides an exemption for a detached duplex dwelling from the MPFA calculation if it is separated from the other structures by six feet or more. SB 458 addresses only the division of lands containing duplex dwellings, and will not alter the applicability of the historic district development regulations or negatively impact these resources. This 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 compliance with SB 458 and OAR Chapter 660 Division 46 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 compliance with SB 458 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 that apply to the aforementioned natural hazard areas follow the same provisions for any structure, including duplex dwellings.

As previously modified with the implementation of HB 2001, AMC 18.3.10.090.A provides that existing parcels without adequate buildable area less than or equal to 35 percent slope are buildable for one single-family dwelling and an accessory residential unit, or a duplex. There are thirty-one vacant parcels, which is less than one percent of the residential parcels in the Ashland city limits, that do not have a buildable area that is less than or equal to 35 percent slope. Given that any development in the regulated Hillside Lands area is subject to the dimensional requirements of the underlying zone including lot coverage and that the Hillside Development Standards in AMC 18.3.10.090 regulate the areas of cut and fill, surface and groundwater design, building location and design, and tree preservation, the development of a single-family dwelling, a single-family dwelling and an accessory residential unit, or a duplex, and the ability to create middle housing lots for those duplexes, will result in comparable impact to the natural hazard area. In addition, development in these areas over 35 percent slope is required to include a geotechnical study that addresses site geology and suitability of the site for the proposed development from a geologic standpoint. SB 458 addresses only the division of lands containing duplex dwellings, and 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. 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: SB 458 and OAR Chapter 660 Division 046 for duplexes do not apply to lands with a nonresidential Comprehensive Plan designation and that are zoned for employment uses. The proposal does not modify the existing goals and polices related to Goal 9 and economic development. This Goal is met.

GOAL 10: HOUSING
To provide for the housing needs of citizens of the state.

Finding: The City of Ashland' 2021 Housing Capacity Analysis (HCA) recognizes that Ashland will need more diverse housing types to meet its housing needs and address demographic changes. The aging of the baby boomers and the household formation of the millennials and Generation Z will drive demand for renter- and owner-occupied housing, such as single- family detached housing, townhouses, duplexes, tri- and quad-plexes, and apartments. Both groups may prefer housing in walkable neighborhoods, with access to services. A Housing Production Strategy is expected to be adopted in the spring of 2023.

With the implementation of HB 2001, Ashland's land use code provides the ability to construct duplexes in all residential zones as outright permitted uses, without the requirement for a planning approval. Duplexes can be built or an existing structure converted simply with the approval of a building permit. And with the amendments proposed here, the land division of duplex dwellings will help provide additional housing options for ownership that are more affordable due to the likelihood of smaller lots and parcels and smaller unit sizes.

SB 458 provides that as a condition of approval of a middle housing land division, cities may require the dedication of right of way if the original parcel did not previously provide a dedication, and may require street frontage improvements where a resulting lot or parcel abuts the street. In combination with codes implementing HB 2001, the proposed land use code amendments here will provide opportunities to develop and divide duplexes as infill density within existing neighborhoods and with this infill make these established neighborhoods more walkable while also creating ownership opportunities. Where existing duplex dwelling units, or existing accessory residential dwelling units which might otherwise be converted to duplexes for division, are unable to provide right-of-way dedication and required city-standard street frontage improvements, these existing rental units would remain part of the needed rental housing inventory.

The amendments proposed here comply with SB 458 and allow duplex dwellings to be divided into individual middle housing lots, increasing homeownership opportunities. 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 project population growth 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.

Oregon Administrative Rules
660-046-0030
Implementation of Middle Housing Ordinances
(3) When a local government amends its comprehensive plan or land use regulations to allow Middle Housing, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility.

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 of the community for the 20-year planning period.

The City of Ashland has not evaluated the impacts of duplex dwellings on the transportation system in accordance with OAR 660-046-0030. The amendments are not site specific and therefore do not affect the functional classification of any street. The amendments will have no measurable impacts on the amount of traffic on the existing transportation system, as they are limited to allowing the division of lands where duplex dwellings are already required to be allowed under HB 2001, and therefore the amendments do not cause a "significant effect" under ORS 660-012-0060. 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 expedited land divisions for land developed with duplexes under ORS 197.758 (3) as required under SB 458. 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 the Oregon Statewide Planning Goals and SB 458.

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 21st day of February, 2023.

Attest:

_____ _____

Melissa Huhtala, City Recorder Date

Approved as to form:

_____ _____

Douglas McGeary, City Attorney Date

PUBLIC COMMENT

From: Amy Gunter
To: City Council; mayor@ashland.or.us
Cc: Brandon Goldman
Subject: ORD. 3217 - Public Comments from Jan. 3. 2023
Date: Tuesday, January 17, 2023 12:48:52 PM

Hello,
Thank you for your service and your thoughtfulness in addressing how the state statutes intended to increase Middle Housing and in part reduce overall housing costs while balancing Ashland's needs.

Specifically, my concerns are in regard to the requirement that the expedited land divisions will require compliance with Street Design Standards.
Ashland's Street Design Standards require in nearly all instances 5-foot sidewalks, 7-foot park rows, 22+ feet of pavement width, curb, gutter, and street trees. Though newer subdivisions are more able to comply with the present standards from AMC 18.4.6, many new developments seek relief from the standards due to the topography of the city, existing vegetation, property ownership, utility encroachments, and other physical constraints.

It is more rare for the existing streets to comply with the standards as presently adopted and many land development applications in established neighborhoods that partition or further develop seek exceptions to the street standards due to the impediments beyond their control.

The street standards provide an exception process, but that still requires steps to demonstrate that the existing or proposed improvements are better for pedestrians, bicyclists, and vehicles. In a number of older neighborhoods the streets have limited improvements but the properties could be divided if not for adherence street standards. This process will add uncertainty and expense that works against the needed housing objectives.

My concerns arise from situations where there is an existing duplex (triplex or four-plex) that can comply with all of the standards except compliance with Ashland's Street Design Standards. For example, I would estimate that the more than 60% of the streets south of Siskiyou Boulevard do not comply with standards. Maple Street, Wimer Street, Scenic Drive, Almond Street, High Street, Holly, Iowa, Clay, Park, Walker, Mary Jane. These are just some of the higher order streets and they do not comply with the street standards for the majority of the street distance.

The guidance from the state is that the jurisdiction may require compliance with street standards. In Ashland where the current street standards require substantial infrastructure above and beyond what exists on many of the public streets for new developments and with most partitions and subdivisions and its a challenge to comply, requiring these small parcel to absorb the infrastructure improvment costs or process a separate exception application with discretion will greatly limit the actual results.

Thank you,
Amy

Amy Gunter

Rogue Planning & Development Services
541-951-4020
www.rogueplanning.com

This communication, including any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain confidential or legally protected information. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution, or use of this communication is prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments from your system.

Council Business Meeting

February 21, 2023

Agenda Item	Public Hearing and First Reading of Ordinance 3216 – Food Truck Ordinance Amendment	
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 proposal would 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.'

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 to not include allowances for Food Trucks to be located in public parking spaces or in on-street parking areas outside of designated Special Events.

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

- Are Councilors favorable to newly allowing up to three food trucks or carts to be approved on a single private commercially zoned property through ministerial review?
- Are Councilors favorable to allowing food trucks and food carts in existing approved plaza spaces in Detail Site Review zones?
- Are Councilors favorable to newly allowing food trucks to be located on private property in association with a short term event on a monthly basis, rather than once annually?
- Do Councilors find that the requirement that a ministerially-approved food truck not remain in place for more than five consecutive days is appropriate? *This would prevent the trucks from being left in one place indefinitely, and would enable emptying of wastewater, re-filling of water tanks and re-stocking of supplies off-site.*

SUGGESTED NEXT STEPS

Staff concurs with the Planning Commission and recommends that the Council approve the proposed ordinance.

The Council can choose to conduct the first reading and to approve the proposed ordinance as recommended by the Planning Commission or with modifications and move the ordinance to second reading, or choose not to adopt the ordinance. Should the Council approve the ordinance tonight, written findings formalizing tonight's decision will need to be adopted in conjunction with the second reading. Recommended motion:

- I move approval of first reading of Ordinance #3216, "**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**", scheduling of its second reading and adoption of written findings for March 7, 2023.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Ordinance #3216

Attachment 2: Planning Commission Staff Report dated 12/13/2022

Planning Commission Meeting	Packet	Video	Minutes
June 28, 2022	2022-06-28_PC_Packet.pdf	2022-06-28_PC_Video	2022-06-28-Minutes
September 13, 2022	2022-09-13_PC_Packet.pdf	2022-09-13_PC_Video	2022-09-13-Minutes
September 27, 2022	2022-09-27_PC_Packet.pdf	2022-09-27_PC_Video	2022-09-27-Minutes
October 25, 2022	2022-10-25_PC_Packet.pdf	*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

Draft 2/21/2023

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 of Ashland Planning Commission conducted on December 13, 2022 a duly advertised public hearings on amendments to the Ashland Land Use Ordinance concerning the standards relating to annexations, and following deliberations recommended approval of the amendments.; 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. Ashland Municipal Code Title 18 Land Use is hereby amended as follows.

SECTION 2. Table 18.2.2.030 [Uses Allowed by Zone] is hereby amended to include the following.

	R-	R-	R-	R-	RR	WR	C-	E-	M-	Special Use Standards

	1	1-3.5	2	3			1 & C-1-D	1	1	
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.

32. 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] 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] 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] 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] 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.

_____

Julie Akins, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

ASHLAND PLANNING DIVISION
STAFF REPORT
December 13, 2022

PLANNING ACTION: PA-L-2022-00015

APPLICANT: City of Ashland

ORDINANCE REFERENCES:

AMC 18.2.2	Base Zones & Allowed Uses
AMC 18.2.3.145	Food Trucks and Food Carts
AMC 18.3.2	Croman Mill District
AMC 18.3.3	Health Care Services District
AMC 18.3.4	Normal Neighborhood District
AMC 18.3.5	N. Mountain Neighborhood District
AMC 18.5.4	Conditional Use Permits
AMC 18.6.1.030.F	Definitions

REQUEST: The proposal would 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.'

I. Ordinance Amendments

A. Project Background

As has been previously discussed, food trucks 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 the Enclave Studios and 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 permit. As an example, when the Earth Day celebration is held at ScienceWorks Hands On Museum each year, the celebration including food trucks is accessory to the existing approved 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 generally 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 current Growers Market, 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 in June of 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 owners interested in operating in Ashland. The Commission has subsequently discussed ordinance changes at study sessions in September and October. The draft ordinance presented tonight incorporates the discussion points into ordinance form, and any changes here can be finalized and brought back for adoption along with written findings before the issue is taken to Council.

B. Summary of Proposed Amendments

Based on the Planning Commission discussion at the October 25th study session, the draft ordinance has been updated with the following:

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 allow for food trucks on a property on a short-term basis (i.e. no more than once per month).

Ministerial Permit: The ministerial Food Truck Permit language proposed would allow up to three trucks or 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 Site Design Review. 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 Commission direction, 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 residential zoning districts.

II. Procedural

Applications for Type III (i.e. Legislative) Plan Amendments and Zone Changes are described in the Ashland Land Use Ordinance section 18.5.9.020 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.

III. Conclusions and Recommendations

If the Planning Commission recommends approval of the attached ordinances, staff will forward the Commission's recommendation to the City Council to proceed with a public hearing before the Council.

Attachments

Draft Ordinance

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 2/2/23

Name Julie Wiley

(please print)

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) 236 N. 1ST ST.

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

Speaker Request Form

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

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 2-21-23

Name Catherine M Shaw

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) public forum

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

Speaker Request Form

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

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 21 FEB 2023

Name MIRIAM REED

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

Speaker Request Form

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

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 2/21/2023

Name Tish Way

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) 236 N 1st Street

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

Speaker Request Form

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

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 2/21/23

Name Riley MacGraw

[redacted]

Regular Meeting

Agenda topic/item number XX **OR**

Topic for public forum (non agenda item) 236 N. First Street

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.

CITY OF ASHLAND
Better Together

A PROCLAMATION IN HONOR OF BLACK HISTORY MONTH 2023

WHEREAS, Black History Month, first proposed by scholar Carter G Wilson in 1926, seeks to rightfully center the role of Black Americans in our national narrative; and
WHEREAS, this year's theme, 'Black Resistance' shines a light on the countless ways that Black Americans have resisted historic and ongoing racial discrimination and mistreatment throughout hundreds of years; and
WHEREAS, Black Americans have consistently pushed the United States to live up to its ideal of freedom, liberty, and justice for all; and
WHEREAS, the Black community established cultural centers, medical clinics, labor unions, media outlets, financial and educational institutions to resist inequality and to advocate for themselves; and
WHEREAS, Black Colleges and Universities emerged not only as spaces for the development of activists, artists, business owners, educators and other professionals but were also at the forefront of the Civil Rights Movement, Black Power and social justice movements; and
WHEREAS, Black faith institutions have served as spaces where Black communities met to organize resistance efforts and support the fight for civil, social, and human rights; and
WHEREAS, African American spirituals, gospel, folk music, hip-hop and rap have been used to express struggle, hope and solidarity in the face of racial oppressions; and
WHEREAS, Black Athletes have used sports as a platform to advocate for social justice and political agendas, resisting immense pressure against speaking out about political, cultural, or social issues; and
WHEREAS, by resisting, Black people have helped this country embody its democratic values, achieved triumphs, successes, and progress as seen in increased political representation at all levels of government, desegregation of educational institutions, the passage of the Civil Rights Act of 1964, the Voting Rights Act of 1965; and
WHEREAS, Black resistance strategies have served as a model for social movements in our country and the legacy and importance of these actions cannot be understated; and
WHEREAS, despite these accomplishments, systemic racism persists in the United States, generating continued Black Resistance that calls for lasting institutional and societal change; and
WHEREAS, we encourage all people to recognize and confront these issues at every opportunity and to bridge barriers with fearlessness and determination to fight against racism and bigotry; and
WHEREAS, this month we celebrate and affirm those who have sacrificed, yet also accomplished much, in the struggle for justice and equality through Black Resistance.

NOW, THEREFORE, I, Tanya Graham, on behalf of the City of Ashland, do hereby proclaim the month of February 2023 as Black History Month and call upon the people of Ashland to observe this month with appropriate reflection and learning and to continue our efforts to create a more just and equitable community. In Ashland we are Better Together.

Dated this 21st day of February 2023

Tonya Graham, Mayor

Melissa Huhtala, City Recorder

Better Together