Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, February 6, 2024
Council Chambers, 1175 E Main Street

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

HELD HYBRID (In-Person or Zoom Meeting Access)

Public testimony will be accepted for both general public forum items and agenda items.
Please complete the online Public Testimony Form (ashland.or.us/Council),
for WRITTEN and ELECTRONIC testimony only. Indicate on the Public Testimony Form if you wish to provide WRITTEN testimony, or if you wish to speak ELECTRONICALLY during the meeting.
Please submit your testimony no later than 10 a.m. the day of the meeting.

6 p.m. Regular Business Meeting*

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

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

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

V. **APPROVAL OF MINUTES *****
   1. Minutes of the January 16, 2024 – Business Meeting

VI. **SPECIAL PRESENTATIONS**

VII. **CITY MANAGER REPORT**

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

IX. **CONSENT AGENDA**
   1. Liquor License Approval for H&S Stations LLC, #5027 located at 2500 Ashland Street.
   2. Liquor License Approval for Liquid Lounge located at 370 East Main Street.
   3. Liquor License Approval for Mezcal Restaurant and Bar, located at 23 North Main Street.
   4. Liquor License Approval for Carter Henry's LLC (dba The Noble Fox Restaurant & Brewery) located at 101 Oak Street.
   5. CEPAC Appointment

6. Gaza Ceasefire Letter

X. **PUBLIC HEARINGS**

1. First Reading - Ordinance 3230 Amending Procurement & Contract Procedures

XI. **UNFINISHED BUSINESS**

1. Resolution-Ballot Language for City Recorder

XII. **NEW BUSINESS**

1. Letter of support – Emergency Communication of Southern Oregon (ECSO)
2. 2024 Council Retreat
3. Fee Waiver Request - Habitat for Humanity Affordable Housing

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Contract – Freshwater Trust for a Flow Augmentation Feasibility Study-Phase 2
2. Contract - Ivy Morton Waterline Project
3. Contract - Facilities Planning Optimization and Management Plan

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

XV. **ADJOURNMENT OF BUSINESS MEETING**

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

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

** **LAND ACKNOWLEDGEMENT**

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

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

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
January 16, 2024

Executive Session
Mayor Graham, Councilors Hyatt, Bloom, Dahle, Kaplan, DuQuenne and Hansen were present. Acting City Manager Sabrina Cotta, Human Resources Director Molly Taylor, and Assistant City Attorney Carmel Zahran were present. Morgan Rothborne from Ashland News was present. Items discussed were:

I. **Deliberations with persons designated by the governing body to carry on labor negotiations, pursuant to ORS 192.660(2)(d).**
II. **To consider the employment of a public officer, employee, staff member, or individual agent pursuant to ORS 192.660 (2)(a).**

I. CALL TO ORDER

Mayor Graham called the meeting to order at 6:01 p.m.

1. Land Acknowledgement

Mayor Graham read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Mayor Grahm led the pledge of allegiance.

III. ROLL CALL

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

I. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS

Mayor Graham reminded the Council of the Town Hall scheduled Wednesday Jan 24th, 2024, from 5:30PM – 7:30PM in the Rogue River Room at SOU. Graham also spoke about a contest planned by the Oregon Mayor's Association titled "If I Were Mayor" and involving the local elementary, middle and high school student populations.

1. MLK Proclamation

Mayor Graham read the proclamation and thanked DuQuenne for the event she organized to honor MLK.

II. APPROVAL OF MINUTES ***

1. Minutes of the December 18 – Study Session Meeting
2. Minutes of the December 19 - Business Meeting
3. Minutes of the November 21 – Business Meeting
4. Minutes of the November 7 – Business Meeting
5. Minutes of the March 6 – Study Session Meeting

6. Minutes of the February 21 – Business Meeting

Councilor Bloom/DuQuenne m/s to approve the December 18th, December 19th, November 21st, November 7th, March 6th, and February 21st minutes.
Roll Call Vote: Councilor Hyatt, Bloom, Kaplan, DuQuenne, Dahle and Hansen, YES. Motion passed.

III. **SPECIAL PRESENTATIONS**

IV. **CITY MANAGER REPORT**

Interim City Manager Sabrina Cotta mentioned several City staff who were retiring.

V. **PUBLIC FORUM**

Benjy Ben-Baruch/Ashland/Shared his experience being raised Jewish, how the American press suppressed the news regarding the Holocaust and how his family felt about it. Spoke about the US involvement with the ongoing genocide in Gaza. Called for a cease-fire.

Sarah Mix/Ashland/Spoke to the need for a cease-fire in Gaza. Shared her experience on the genocide of Native Americans, and the similarities regarding the ongoing genocide in Gaza.

Ruby Nichol/Ashland/Spoke about her experience living in her van and her work with unhoused community. Called for Pioneer Hall to be opened and spoke about her volunteer experience there.

Vanessa Houk/Ashland/Spoke in opposition to the temperature change for the emergency weather shelter. Voiced concern about the management of the night lawn after a disagreement and a fire.

Jason Houk/Ashland/Spoke to his experience Jobs with Justice the community peace meals. Felt that the City needed to designate a space for a community kitchen and for additional resources to be provided for the unhoused.

Linda Adams/Ashland/Expressed her gratitude, appreciation and respect to council and staff for their efforts regarding financial, infrastructure and housing policies. Called for a cease-fire regarding the ongoing genocide in Gaza.

Neva Bota/Ashland/Asked the council to consider a cease-fire document and spoke to a protest on Saturday January 13th regarding the ongoing genocide in Gaza. Submitted a series of notes to the Council written by attendees of the protest.

Debbie Niesewander/Ashland/Spoke about the recent crisis at the Night Lawn. Felt that there was no oversight at the camp and that the Council was ignoring the issue.

Erinn Moline/Jacksonville/Called for the council to prepare a letter supporting a cease-fire. Called for the violence of society to be changed. Listed the number of children who were killed or injured daily in Gaza. Felt that the Council must take action to address the humanitarian crisis.

Trina Stout/Ashland/Supported a City led resolution to call upon President Biden for an immediate cease-fire in Gaza and to stop ongoing shipment of weapons to Israel.

Ryan Navickas/Ashland/Spoke to the situation and history of the Gaza strip and the occupation by Israel. Called for an immediate cease-fire and for the City to support relief efforts in Palestine. Drew parallels between the treatment of Indigenous People within America to the ongoing genocide in Gaza.

Tony Foster/Ashland/Petitioned council to demand an immediate cease-fire in Gaza. Felt that it was a massive moral and ethical failure to continue to support the actions of Israel. Spoke to the trauma that the people in Palestine experience daily because of the actions of Israel. Thanked the independent journalist who continued to cover the ongoing genocide despite the great danger.

Jaime Powell/Ashland/Spoke to the connection between the treatment of the unhoused and indifference towards the ongoing genocide in Gaza. Called upon the City Council to create a cultural repair and regeneration group regarding both the unhoused and towards the Indigenous People. Spoke against the proposed changes to the temperature threshold for the emergency inclement weather shelter.

Gene Robbins/ Ashland/Spoke in support of a cease-fire, and to the history of Israeli actions within Palestine. Spoke to the actions of the US government regarding funding the ongoing genocide in Gaza.

CONSENT AGENDA

1. Donation of Open Space Lots to City-Wildfire Management
2. Resolution 2024-001 Budget Supplemental - Parks Grant
3. SERJ Appointment

Councilor Dahle thanked the people in Strawberry Lane Meadows and Falling Acorn Estate for their donations and work. Dahle also thanked the Ashland Parks Foundation for their contributions and donations. Dahle welcomed Fayvor Tipps to the Social Equality & Racial Justice Advisory Committee.

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

VI. PUBLIC HEARINGS

1. Second Reading - 3226- An ordinance establishing Hours of Parks Closure

Interim Parks Director Leslie Elderidge provided a presentation regarding the proposed ordinance (See attached presentation)

Councilor Hyatt/Hansen m/s to approve second reading of Ordinance 3226, an ordinance establishing Hours of Parks Closure

DISCUSSION: Hyatt and Hansen thanked the Parks staff and Commission for their work.

Roll Call Vote: Council Hansen, Dahle, Kaplan, DuQuenne, Hyatt and Bloom, YES.
Motion Passed.

VII. UNFINISHED BUSINESS

1. Interim City Manager Contract

Assistant City Attorney Carmel Zahran explained that the purpose of the contract was to promote Sabrina Cotta to the position of Interim City Manager.

Councilor Bloom/Kaplan m/s to adopt this employment agreement between the City of Ashland and Deputy City Manager Sabrina Cotta and authorize the Mayor to sign.

DISCUSSION: Hansen expressed gratitude to Cotta for filling both positions. DuQuenne noted the Charter requires the Council to appoint an Interim City Manager. Graham confirmed that the contract and motion satisfied that request.

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

2. Selection Process for City Manager

Human Resources Director Molly Taylor noted that there would be a vacancy for the City Manager position after January 31, 2024. Mayor Graham explained there are two available options for hiring. The City can either hire through an outside recruitment firm or have the City's Human Resources department recruit. Taylor shared the pros and cons of hiring a recruitment firm. It would provide national coverage and would have a better reach. Doing it in-house might limit the scope of what they were looking for.

DuQuenne asked about the total cost if the Council went with an outside firm. Taylor responded that it would cost between $20,000 and $50,000 and that the amount was already budgeted for. DuQuenne thought there was more value in going with Rogue Valley Council of Governments (RVCOG) instead since their services were free. Taylor explained HR would need clarification on whether RVCOG could provide that service, as they are used only if a city had no Human Resources Department and if there was a fee involved. Taylor agreed to have HR research what RVCOG had available and present the findings to council.

Hansen commented that the City had used Jensen Strategies for previous job openings and asked if the other recruitment firms the City had used were national. Taylor confirmed they were. Kaplan expressed interest in contacting RVCOG which Taylor agreed to do. Hyatt asked

if it was advisable to look nationally or regionally considering what the goals might be and would it be appropriate for HR to solicit proposals from regional firms. Taylor stated she heard there were several city manager positions open in the region. Bloom was not interested in taking up any discussion as he felt the matter should be decided by the Council after the election. Graham asked for individual councilor opinions. Hansen thought the City should look for outside help and expressed interest in RVCOG. DuQuenne wanted to move forward and not wait. She wanted to know what services RVCOG could provide and how involved the Human Resources Department would be in the process. She expressed that Human Resources should take a hands-off approach. Taylor responded that the process would be similar to what was used for the city attorney search. Dahle felt that there was not enough information available and did not want the process done internally. He expressed interest in a national search, adding that he wanted more time and options before deciding. Kaplan agreed with Dahle and felt that it was not a pressing issue now. He also expressed interest in both a national search and wanting to know what RVCOG had to offer. Hyatt agreed with the national search, feeling that a professional firm could help them with timing. She wanted to understand who would be interested in helping, including RVCOG before moving forward. She noted that Council and HR could take their time. DuQuenne reminded the Council of the importance of finding a City Manager within a timely fashion.

The Council directed staff to research RVCOG services and bring back findings at the next meeting.

3. AFN Pilot Program Update and Contract Approval

Information Technology Director Jason Wegner and Ashland Fiber Network Operations Manager Chad Sobotka gave a presentation (See Attached)

- AFN's Goals
- Project Status
- Locations
- Downtown
- Downtown Map
- Selection Criteria
- First Two Neighborhoods
- Vendor Selection
- Who is Calix?
- Benefits to Residential Customers
- Benefits to Business Customers
- Project Budget
- Hardware & Services Details (Calix)
- Three Year Projection
- Timeline
- Questions?

Dahle asked about how AFN was measuring their success on return. Sobotka explained AFN envisioned an increase in market shares by 40% to 50%. Dahle asked if Sobotka thought the $300,000 cost was feasible, which Sobotka confirmed. Sobotka also stated that even if someone did not sign up, a spot on the "pole" would still be marked out.

Dahle asked if AFN had investigated broadband funding from the Biden Administration. Sobotka answered yes, but the City did not meet the requirements.

Dahle asked why AFN was looking to start with Granite Street as opposed to South Ashland. Sobotka explained the focus was the downtown corridor first, however AFN did have plans to look at Hersey Street and to expand to as many business parks as possible.

Kaplan asked if the costs were based around laying new cables for 30% of households or for a larger take rate. Wegner responded that the costs were calculated at a take rate of about 50% to 60% of households. Kaplan asked about the open offer language. Wegner responded that the language was centered around wireless routers.

Bloom asked if the reason that Granite Street was chosen as a starting point was a result of the high number of subscribers present. Sobotka answered that the driving factor behind choosing Granite Street was the recent running of fiber optic cables in the area and because of the Japanese Garden. Bloom suggested the South Ashland business corridor be added for inclusion in the next steps of the program.

DuQuenne mentioned that South Ashland was projected to experience growth and asked what planned expansion in the area would look like. Sobotka answered that AFN already has a large presence in that area regarding fiber optics. He also confirmed that there would be plans to expand the program to South Ashland within the first two years. DuQuenne asked if the money for the program had already been allocated, which Sobotka confirmed.

Hansen asked about marketing and outreach for the program. Sobotka explained the grass roots approach and how AFN would use mailers, door signs and videos with Wegner adding that AFN would also include notices as part of monthly utility bills.

Dahle expressed concern about the fiscal feasibility regarding an actual dollar number for return of investment. Sobotka stated that he would send the Council the forward look numbers once they were available

PUBLIC COMMENT

Doug Knauer/Ashland/Expressed his excitement regarding the project and what it could do for the City. Felt that the time was right to reinvest in AFN to help provide services as well to draw in a new, younger demographic. Expressed the importance of measuring the success of the pilot program.

Bloom wanted to know if AFN could determine the next neighborhoods for the pilot program. Sobotka responded it would need to be decided quickly because of contract and installation reasons. Bloom suggested that the Ashlander Apartments would be a good place to expand.

Wegner clarified what the council was discussing regarding the south end of Ashland. Bloom liked the staff's suggestion to start with Clay Street and Tolman Creek area and thought the

focus should be more towards commercial businesses. The Council expressed interest in making the focus in South Ashland on the commercial side and in the Tolman Creek area. Hansen spoke about current issues with Spectrum and how AFN being a local provider would be a benefit to residents and businesses. DuQuenne suggested adding Toleman Creek to the area of potential expansion with AFN, with Dahle adding that focus must also be on expanding for businesses. Hyatt asked for specifics on the contract to approve. Sobotka stated that it would be a three-year contract with Calix, with the third year being paid for by services rendered for new residential customers. Sobotka added that the $600,000 is for the equipment.

Councilor Hansen/Bloom m/s to approve a three-year contract with Calix for approximately $600,000. DISCUSSION: Hansen and Bloom spoke highly of AFN and their efforts. Graham asked for language clarification in the contract around the $600,000 and whether it was an approximate or a definite limit. Sobotka explained that the equipment value was roughly $592,000 with AFN putting a cap at $600,00.

Hansen/Bloom m/s to amend the motion to approve a three-year contract with Calix not to exceed $600,000.
DISCUSSION: Hyatt saw AFN as a commodity and noted it had proven itself as a community service and shared examples. Dahle agreed and stressed the importance of the service AFN had provided. Kaplan agreed with Dahle and Hyatt and commented on the health of the fund. DuQuenne agreed with the sentiments expressed by the rest of the Council. Graham was hoping the residents would see the benefits AFN had to offer.
Roll Call Vote on Amended Motion: Councilor Bloom, Dahle, Kaplan, Hansen, DuQuenne, and Hyatt YES. Motion passed.

Mayor Graham called a recess.
Council reconvened at 7:55PM

VIII. NEW BUSINESS

1. Chair of the City Council Election

Kaplan nominated Hyatt for Chair of the City Council for 2024. Bloom expressed support for Hyatt's nomination. Hyatt stated she takes this very seriously. She wants what was best for the group and what the group wants and is happy to serve.
Councilor Bloom/Kaplan m/s to confirm Paula Hyatt as Chair of the Council for one year.
DISCUSSION: Bloom thanked Hyatt for accepting and noted her skills. Kaplan thanked Hyatt for her work. Hansen and Dahle thanked Hyatt for her service and performance for the previous year. Graham spoke of her experience working with Hyatt.
Roll Call Vote: Councilor DuQuenne, Hansen, Dahle, Kaplan and Bloom, YES. Hyatt did not participate in the vote. Motion passed.

2. Purchase Request of Networking Equipment

IT Director Jason Wegner and AFN Operations Manager Chad Sobotka explained the need and function of the network switches and how it relates to AFN's ability to provide services. Hyatt asked what was driving the demand on the network. Wegner explained they were planning to account for an increase in bandwidth demands, with Sobotka adding that the cost between one gigabyte and 10 gigabytes is extremely small. Hansen asked if the purchase would be replacing the network switches that had caught fire the previous year, which Sobotka confirmed. DuQuenne asked if the funds for the purchase had been budgeted, which Sobotka responded they were not.

Councilor Dahle/Bloom m/s to approve a purchase with PNW Security in the amount of $177,162.30 and authorize the Acting City Manager to sign the purchase agreement.

DISCUSSION: Dahle spoke to the importance of updating the equipment to become more cost-efficient and thanked AFN staff for looking towards the future. DuQuenne brought up concerns over the expense.

Roll Call Vote: Councilor Dahle, Hansen, Kaplan, Bloom, Hyatt, YES; DuQuenne, NO. Motion passed. Motion passed 5-1.

IX. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Resolution - Ballot Language for City Recorder & Sergeant at Arms.

Acting City Manager Sabrina Cotta introduced the item and the specific changes to the language within the city recorder's stated job. She added that the deadline for filing with Jackson County was March 1, 2024. Kaplan wanted to use some of the text of the job description to enhance the ballot description. Both Cotta and the Council agreed.

DuQuenne asked for clarification of the consequences of a no vote on the resolution. She wanted the voters to be able to decide who was appropriate for the position, as opposed to appointing someone, adding that she felt it was important that the city recorder reside within city limits, regardless of how the voters move with the proposed ballot measure.

Graham clarified that a no vote would result in no change in the Charter. Cotta added that the charter's current language has no skill assessment/requirements, and that a no vote would keep that language as is. DuQuenne wanted language to be added requiring the city recorder to live within the city limits.

Bloom asked if the city recorder was legally required to live within city limits. Cotta answered that several positions required the person to live within a 30-minute time frame which is outlined in the management resolution or the bargaining contract. This was created to allow for a quick response to possible situations. Cotta added that she felt the recorder's position did not need to live within city limits but would research the topic further. Graham asked the Council whether including the requirements of living within city limits would be something worth including within the job/ballot description. Hyatt answered that she felt the documents

managed by the city recorder belonged ultimately to the people of the City and wanted them to remain available. Dahle asked what exactly the changes would be regarding the city recorder having to live within City Limits and asked if the language should be in the charter, which DuQuenne confirmed. Assistant City Attorney Carmel Zahran added that she thought it would be a policy decision and would research the issue further. DuQuenne asked if the hired position would follow the same rules as an elected position, which Graham confirmed. Council directed staff to research the legalities of requiring the city recorder to live within city limits if it became a professional hire. Cotta confirmed that she would return with an answer in the month of February as part of the ongoing discussion process. Hyatt wanted to ensure that the hiring/electoral requirements remained objective and independent with a clear choice. Hansen questioned why the City would limit the employment pool to Ashland, feeling that it did not seem logical. Hyatt responded that since the issue had come up within Council discussion, it would most likely come up among the citizens as well. Hansen felt more information was helpful and having the question settled before the ballot goes out. Bloom concurred with Hansen and did not think it was appropriate to require an employee to live within city limits but also understood Hyatt's comments. He agreed that the job description and requirements should have clean and simple language. The Council had no issues with the change in language to the Sergeant at Arms position.

Councilor Bloom/Kaplan m/s to approve Resolution 2024-03 A Resolution of the City of Ashland Submitting to the Voters at the May 21, 2024, Primary Election a Proposed Amendment to Article XIV of the Ashland City Charter.

DISCUSSION: Bloom thought it made sense to allow the Police Chief to designate the Sergeant at Arms position. Kaplan agreed with Bloom's statement.

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

2. Briscoe Roof Replacement-Award of Construction Contract

Cotta, filling in for Public Works director Scott Fleury, provided background on the topic. Cotta added that there had been contract issues regarding the replacement. Hansen asked about the viability of installing solar panels on the Briscoe Roof as part of the replacement. Cotta responded that the focus was getting the roof replaced within the budget limit but added that she would follow up with Fleury about the solar panels. Graham was interested in the possibility of installing solar panels as well and hoped that the next conversation would address the rest of the needed repairs and the ability to electrify the building. Bloom asked if there was asbestos discovered in the roof, which Zahran confirmed. Bloom asked if there were children in the building, which Cotta answered not currently. Bloom asked if the replacement was covered by grant funding, which Cotta confirmed. DuQuenne hoped that getting the roofing installed would not hinder the process of getting the repairs done quickly. Cotta clarified that the City was going with a contractor that specialized in asbestos removal. Zahran explained children would not be present during the repair process.

Councilor Hyatt/Hansen m/s to award a public improvement contract to Hoag Roofing for Project No. 2019-27, Briscoe School Roof Replacement, in the amount of $560,089.
DISCUSSION: Hyatt thought it was responsible and appropriate action. Hansen expressed thanks for the grant opportunities and was glad to see the project moving forward, adding that he did not think an assessment for solar panel installation would slow the project down.
Roll Call Vote: Councilor Bloom, Dahle, Kaplan, DuQuenne, Hyatt and Hansen, YES, Motion passed.
Graham clarified staff direction regarding the solar ready roof. Council wants to hear from staff prior to the roof repair on what it will take to make it solar ready. Hansen explained that load calculation issues and the degree of adding equipment would dictate what type solar panels could be installed, adding that it would require an assessment.

3. Community Wildfire Protection Plan Contract Approval

Forestry Officer Chris Chambers described the Community Wildfire Protection Plan (CWPP), he spoke about how it was already covered by grant funding minus staff time which had already been approved by the Council and provided background. Graham confirmed the plan would include the watershed and town elements. Hyatt asked what are the key elements that will come from the plan. Chambers specified that it would cover evacuation, fire codes, establishing vulnerable populations, and what would happen after a large-scale fire occurred. Graham confirmed the plan would allow for grants to fund changes, with Chambers adding the current grant source for Ashland's CWPP would continue for another three years. Graham noted that Council would not see the CWPP until it was at the end stage of development. She asked if the Council could see an early draft as part of the initial round of public comment. Chambers stated that he was open to it but wanted to know if Council wanted to see the draft along with the public comments or before it's had any public comments. Graham responded that she'd prefer to see it before the public comment period had begun.

Councilor Hyatt/Bloom m/s to approve a public contract with MC Fire, LLC. In the amount of $153,965 for the purpose of completing an updated wildfire protection plan for the City of Ashland.
DISCUSSION: Both Hyatt and Bloom felt that the updates were much needed and long overdue. Dahle thanked Chambers and fire staff for their work. Graham praised the actions of Chambers and the Fire staff and was glad to see the plan revamped.
Roll Call Vote: Councilor Dahle, DuQuenne, Hansen, Hyatt, Kaplan, and Bloom, YES. Motion Passed.

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

1. Council Liaison Appointments

Graham addressed recent changes to the appointments, mentioning the removal of the Forest Lands Committee from the appointment list, the continuum of care liaisons being

moved to community relationships and the crisis response network not being present as it is not a traditional voting board.

Councilor Hyatt/Kaplan m/s to approve council liaison appointments.
Roll Call Vote: Councilor Kaplan, Hyatt, Dahle, Hansen, DuQuenne, and Bloom, YES. Motion Passed.
Graham talked about work structure changes for various committees as well as a proposed change to committee appointment limits which would move the end of term from April 30th to December 31st. Graham opened the floor to reports from the various committee liaison members. Kaplan provided a report from CEPAC regarding an electrification ordinance. The committee recommended a study session to discuss it further. Dahle agreed and encouraged the public to provide feedback. DuQuenne noted that SERJAC had welcomed a new member and had celebrated Dr. Martin Luther King's birthday. She thanked the Chamber, SOU, and SERJAC for their efforts to put the event together. Bloom is part of HHSC workforce housing work group and provided a status update. Kaplan provided status on the HHSC Homeless Master Plan subcommittee. The HHSC would select committee members at their next meeting. Bloom added both groups within the HHSC are meeting more than what is necessary. Kaplan spoke about the Ashland News' offer to have a council corner where councilors and the mayor could contribute weekly. Interested councilors can contact Kaplan and Cotta. Mayor asked the Council to judge the entries for the "If I Were Mayor" contest within the next few weeks.

XI. ADJOURNMENT OF BUSINESS MEETING

Councilor Bloom/DuQuenne m/s to adjourn the meeting at 8:59 p.m.
Voice Vote: ALL AYES.

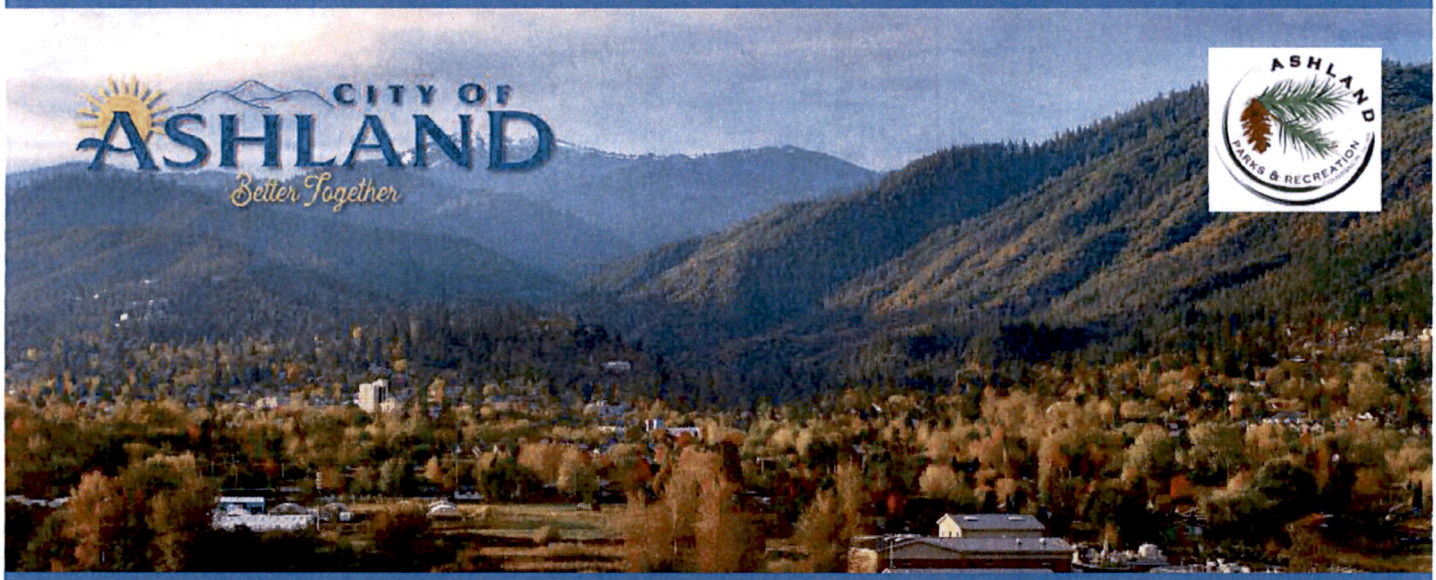
The meeting adjourned at 8:59 p.m.

Respectfully Submitted by:

Alissa Kolodzinski
City Recorder Alissa Kolodzinski

Attest:

Tonya Graham
Mayor Tonya Graham



Second Reading – 3226 – Parks Hours

1/16/24

PARKS HOURS

Parks Hours

Parks have experienced:

Increased vandalism
Increased damage to public property
Public safety concerns

- Many of these incidents occur during nighttime hours.
- Managing these issues has resulted in significant maintenance and financial burdens to APRC, as well as challenges to the Ashland Police Department (APD) enforcement efforts for public safety.

Currently, the Ashland Municipal Code 10.68.380 provides a "curfew" for exclusively Lithia park from 11:30PM to 5:30AM.

The proposed amendment to the AMC would establish hours of parks closure in all City parks ***between the hours of 12:00AM (midnight) and 5:00AM.***

The Ashland Municipal Code (10.68.010) defines the term "Parks" as inclusive of all parks, trails, and open space lands.

PARKS HOURS

Parks Hours

Key Points

- The proposed ordinance establishes baseline hours of closure that apply to all parks, trails and open spaces. It does **not** prevent APRC from establishing operating hours or additional restrictions on specific parks, facilities, or equipment.
- The proposed ordinance has been developed in collaboration with Ashland Police and Legal Departments and will not affect, impact or interact with the proposed camping ordinance.

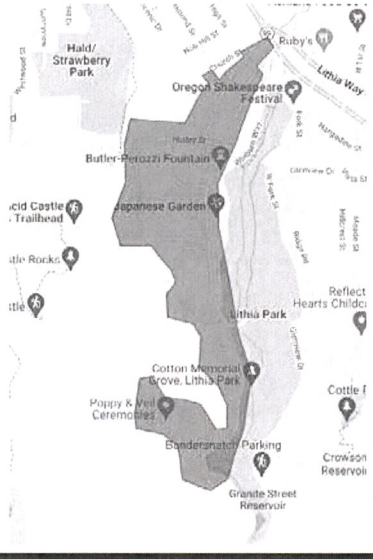
Selection Criteria

- Proximity to fiber splice cases
- Near other fiber projects
  - 20% of fiber ran around Granite St through other City projects
  - Billed other departments $8,500
- Diverse census data:

Neighborhood	Median Age	Avg Household Income	Median Home Value	Avg Household Size	Bachelor's Degree
SOU	25.4	$51,568	$415,200	1.9	51%
Granite St	60.5	$103,771	$570,300	1.98	71%
Quiet Village	53.4	$94,006	$412,300	2.18	56%
Clay St	43.4	$79,289	$471,200	2.07	55%
Ashland Average	48	$93,288	$476,500	2.05	63%

First Two Neighborhoods

Granite



SOU

Vendor Selection

- Adtran vs. Calix
- Final decision came down to what is best for our customers
- Calix offers more features:
  - **AFN branded** mobile application
  - **Security software** on residential gateway

    Anti-virus, anti-ransomware, malicious website protection, intrusion prevention detection, etc.
  - **Parental controls**

    Ability to block access to 15 predefined categories
  - **Group and prioritize devices**
  - **Block individual mobile apps**
  - **Additional Managed services**

    Anti bullying (Bark), and video security (Arlo Cameras)
  - **Advertising campaigns**

Who is Calix?

- Founded in 1999
- Headquarters in San Jose
- 1,400+ employees
- 1,800+ customers worldwide
- 53 service providers in WA and OR use Calix, 33 in Oregon
- North America's leader in Fiber To The Premises (FTTP) solutions
- Privacy minded – ***we own our customer data, not Calix***

Benefits to Residential Customers

- Open to *everyone* in Ashland – existing AFN customers and Spectrum & Century Link customers
- One-time setup fee
- Monthly recurring fee
- Remotely troubleshoot connection issues
  - Will reduce truck rolls
  - Increase customer satisfaction
- Routers easily mesh to cover any type of dwelling
- Manage home network and services through AFN branded app
- White glove setup
- Includes whole home network security and parental controls

Benefits to Business Customers

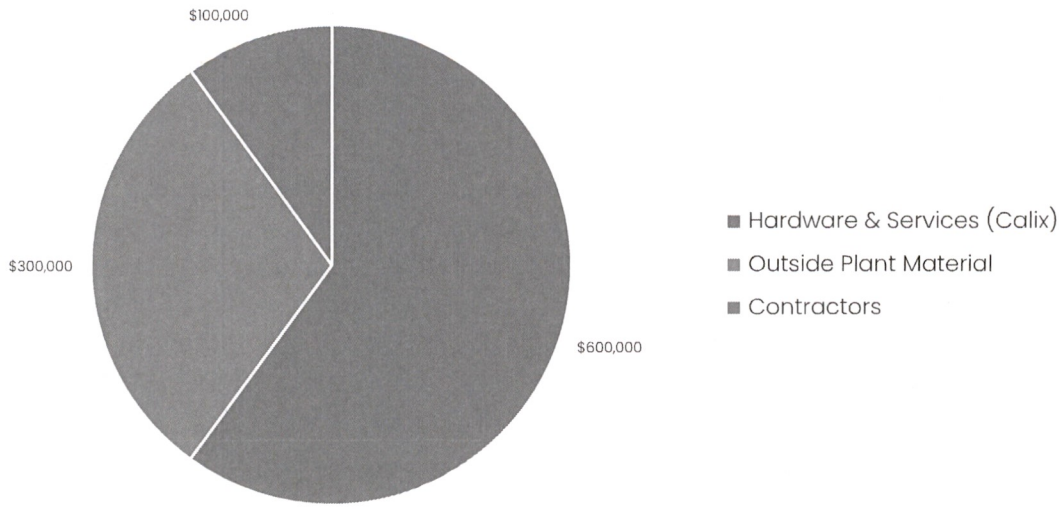
- Additional services for businesses:
  - **Multiple wireless networks**

    Point of Sale, back office, employees, and guests
  - **Captive portal for guests**

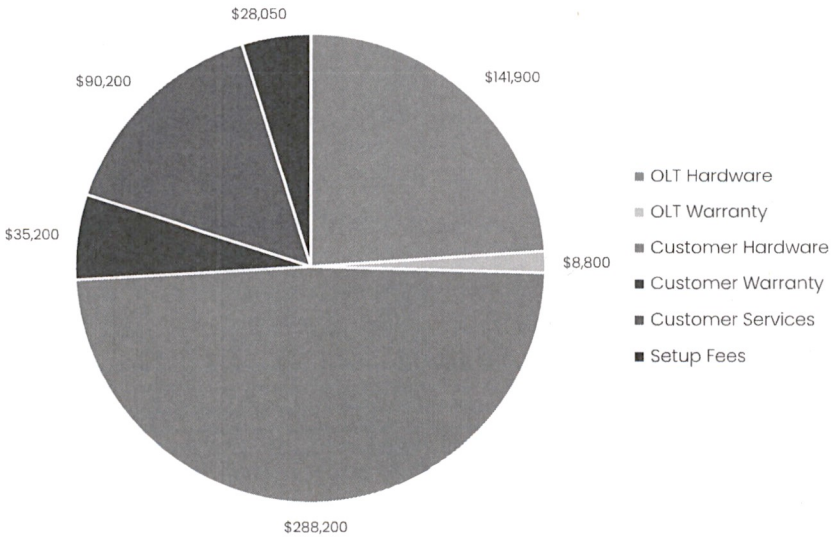
    Email address, Facebook integration, etc.
  - **Supports failover internet connection via wireless**

    If the primary internet connection goes down, business can failover to a wireless hotspot or our municipal wireless network
  - **Schedule when guest network is available**
  - **Content filtering**

Pilot Project Budget



Hardware & Services Details (Calix)



Three Year Projection

	Year 1 FY 2024	Year 2 FY 2025	Year 1 + 2 Totals	Year 3 FY 2026	Totals
OLT Hardware	$85,800	$56,100	$141,900	tbd	$141,900
OLT Warranty	$4,400	$4,400	$8,800	tbd	$8,800
Customer Hardware	$178,200	$110,000	$288,200	tbd	$288,200
Customer Warranty	$23,100	$12,100	$35,200	tbd	$35,200
Customer Services	$39,600	$50,600	$90,200	$70,400	$180,400
Setup Fees	$25,300	$2,750	$28,050	$2,750	$56,100
	$356,400	**$235,950**	**$592,350**	**$73,150**	**$665,500**

- Funds for years 1 & 2 (current fiscal biennium) are already allocated as part of the $1 million Pilot Project
- The ***tbd*** values in year 3 depend upon the success of the Pilot Project
- The estimated expenses in year 3 will be reimbursed from customer fees for services rendered

Timeline

- Construction for Phase I completed late spring 2024
- Begin selling wireless routers 60 to 90 days after signing the Calix contract
- Goal of 500 wireless routers deployed in first year
- Phase I PON customers online early summer 2024

Questions?

Spectrum Advanced WiFi for $5/month:

- Must be managed through the My Spectrum app
- Includes enhanced network security
- View who is connected to the router
- Group devices together
- Pause internet access for devices
- Set a schedule for devices

AFN WiFi for $6.49/month:

- Managed through the mobile app *or* the web interface
- Includes anti-virus, anti-malware, intrusion detection, malicious web site protection, anti-ransomware packet inspection
- View who is connected to the router
- Group devices together
- Pause internet per device or group of devices
- Set schedules for internet access per device or group of devices
- Proactively monitors network traffic
- Security alerts through mobile app with details of the threat
- Per-user usage reports available for daily, weekly or monthly basis (eg, how many hours are your kids on TikTok this past week)
- Enforce safe search (Google, Bing, and YouTube)
- Block comments on YouTube
- Enforce content restrictions based on age or categories
- Block individual websites
- Block specific categories like gambling, illegal/criminal, internet portals, comics/animation, cloud storage, online games, online shopping, online video/audio, nudity, P2P file sharing, social networks, pornography, and more
- Prioritize specific device, group of devices, or application (like Zoom)
- Block specific mobile app
- WiFi 6e with mesh units (tri-band 6 Ghz)
- WiFi 6 with mesh units (tri-band 5 GHz)

Council Business Meeting

February 6, 2024

Agenda Item	Approval of Liquor License Request for H&S Stations #5027	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for H&S Stations #5027, located at 2500 Ashland Street, Ashland, OR 97520.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review.

BACKGROUND AND ADDITIONAL INFORMATION

This is a liquor license application for a Change of Ownership with Off-Premises use of a commercial liquor license.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

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

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for H&S Stations #5027, located at 2500 Ashland Street, Ashland, OR 97520.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

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

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

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

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

Additional Information

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

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

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

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

- Complete the Authorized Representative and submit with the application.

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

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

- ☐ Primary location

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

Brewery

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location

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

☐ **Limited On-Premises**

☒ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
H&S Stations, LLC	Hasco Stations LLC
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
H&S Stations LLC, #5027

Premises street address (The physical location of the business and where the liquor license will be posted):
2500 Ashland Street

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
714-761-5426	m.haris@hasoil.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
2500 Hwy 66

City:	State:	Zip Code:
Ashland	Oregon	97520

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

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

Application Contact Name:
Moe Harris

[redacted]

LIQUOR LICENSE APPLICATION

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

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

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

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

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

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

Applicant name	Signature	Date
Dakota Pederson	Dakota Pederson	12/27/23

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

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

Council Business Meeting

February 6, 2024

Agenda Item	Approval of Liquor License Request for Mezcal Restaurant & Bar	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for Mezcal Restaurant & Bar, located at 23 North Main Street, Ashland, OR 97520.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review.

BACKGROUND AND ADDITIONAL INFORMATION

This is a liquor license application for a New Outlet with a Commercial Full On-Premises use of a commercial liquor license.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

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

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for Mezcal Restaurant & Bar, located at 23 North Main Street, Ashland, OR 97520.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

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

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

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

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

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

Additional Information

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

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

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

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

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

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

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

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

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

- ☐ Primary location

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

Brewery

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location

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

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

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

City OR County name: (not both)

(Please specify city **OR** county)

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name _____ Date _____

Signature _____

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
Fabian Garcia	Esteban Gonzalez
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
Mezcal Restaurant and Bar

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

City:	Zip Code:	County:
Ashland	97520	Jackson Co.

Business phone number:	Business email:
(541) 708-0927	Mezcal Ashland @gmail.com

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

City:	State:	Zip Code:
//	//	//

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

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

I give permission for the below named representative to:

☒ Make changes regarding this license/application on my behalf.
☒ Sign application forms regarding this license/application on my behalf.
☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name: Andres Garcia

[redacted]

[redacted]

LIQUOR LICENSE APPLICATION

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

Application Contact Name: Fabian Garcia

[redacted]

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

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

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

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

Print name	Signature	Date	Atty. Bar Info (if applicable)
Fabian Garcia	Fabian Garcia	1/10/24	

Council Business Meeting

February 6, 2024

Agenda Item	Approval of Liquor License Request for The Noble Fox Restaurant & Brewery	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for Carter Henry's LLC dba The Noble Fox Restaurant & Brewery, located at 101 Oak Street, Ashland, OR 97520.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review.

BACKGROUND AND ADDITIONAL INFORMATION

This is a liquor license application for a New Outlet with a Commercial Full On-Premises use of a commercial liquor license.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

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

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for The Noble Fox Restaurant & Brewery, located at 101 Oak Street, Ashland, OR 97520.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location

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

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name _____ Date _____

Signature _____

The Noble Fox Restaurant & Brewery

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
Carter Henry's LLC	
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
The Noble Fox Restaurant & Brewery

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

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
971 343 2521	jeramie@carterhenrys.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
PO Box 128

City:	State:	Zip Code:
Ashland	Or	97520

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

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

Application Contact Name:
Jeramie Mykisen

[redacted]

LIQUOR LICENSE APPLICATION

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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

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

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

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

LIQUOR LICENSE APPLICATION

The Noble Fox Restaurant & Brewery

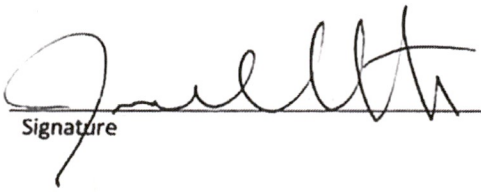
Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

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

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

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

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

Applicant name	Signature	Date
Jeramie Mykisen		1/14/2024

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

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

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Carter Henry's LLC Phone: 971 343 2521

Trade Name (dba): The Noble Fox Restaurant & Brewery

Business Location Address: 101 Oak Street

City: Ashland ZIP Code: 97520

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11am to 11pm
Monday 11am to 11pm
Tuesday 11am to 11pm
Wednesday 11am to 11pm
Thursday 11am to 11pm
Friday 11am to 11pm
Saturday 11am to 11pm

Outdoor Area Hours:

Sunday 11am to 11pm
Monday 11am to 11pm
Tuesday 11am to 11pm
Wednesday 11am to 11pm
Thursday 11am to 11pm
Friday 11am to 11pm
Saturday 11am to 11pm

The outdoor area is used for:

☐ Food service Hours: 11am to 11pm
☐ Alcohol service Hours: 11am to 11pm
☐ Enclosed, how BACK PATIO

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ■ Yes ☐ No If yes, explain: potentially shorter hours in winter, example 10pm vs.11pm

ENTERTAINMENT

Check **ALL** that apply:

- ■ Live Music
- ■ Recorded Music
- ☐ DJ Music
- ☐ Dancing ☐ Nude Dancing
- ☐ Live Entertainment
- ☐ Minor Entertainers
- ☐ Karaoke
- ■ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

***Minor Entertainers in an area prohibited to minors need prior approval from the OLCC**

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday 7p to 10p
Friday 7p to 10p
Saturday 7p to 10p

SEATING COUNT

Restaurant: 80 Outdoor: 52 Lounge: 32
Banquet: N/A Other (explain): 20 (front bar) Total Seating: 184

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ **Date:** 01/14/2024

www.oregon.gov/olcc

Rev: 2.1.23

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
  → A Director with 3% or more voting stock.
  → An individual who owns 20% or more of issued stock.

- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
  → A Member who owns 20% or more of the membership.
  → An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Mykisen Last	Jeramie First	Allen Middle

2. Other names used (maiden, other):

3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐
If yes, you must list your SSN: [redacted]

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☑

5. Date of Birth (DOB):	[redacted]		
	(mm)	(dd)	(yyyy)

6. Driver License or State ID #: [redacted]	7. State OR

8. Contact Phone: [redacted]

9. E-mail Address: jeramie@carterhenrys.com

10. Mailing Address:	[redacted]			
	(Number and Street)	(City)	(State)	(Zip Code)

11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?

No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, ***may not*** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Mykisen (Last)	Jeramie (First)	Allen (Middle)
Signature:		**Date:**	01/14/2024

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?

FULL ON-PREMISES, COMMERCIAL (F-COM)
FULL ON-PREMISES, FOR-PROFIT PRIVATE CLUB (F-FPC)
FOOD SERVICE AFFIRMATION

Applicant / Licensee Carter Henry's LLC

Trade Name of the Business (Name Customers Will See)
The Noble Fox Restaurant & Brewery

Business Address 101 Oak Street, Ashland 97520
(Number, Street Address, City, and Zip Code)

I affirm that I have read OAR 845-006-0459, OAR 845-006-0460, and OAR 845-006-0466 and

I affirm:

- I understand that "meal" means a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Food items that are appetizers, snacks, and desserts do not qualify as a meal. Examples include, but are not limited to, popcorn, peanuts, chips, a serving of food that is not sufficient to satisfy the appetite of one individual, and food items offered by the licensee as other than a meal.
- I understand that "dining seats" means seating at tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340 do not qualify as dining seating.
- I will have at least 30 dining seats during a time period which must last at least two hours prior to 10:00 p.m.
- I will make at least five different meals available at all times and in all areas where alcohol service is available. However, I may make fewer than five different meals available if the OLCC has determined that the clearly dominant emphasis in the areas with alcoholic beverage service is food service.
- I will always have a food preparation area and equipment on my licensed premises that are adequate to meet the food service requirements of this license.
- I am authorized to sign this form on behalf of the applicant or licensee.

Name (print) Jeramie Mykisen Date 1/14/2024

Signature

OREGON LIQUOR & CANNABIS COMMISSION

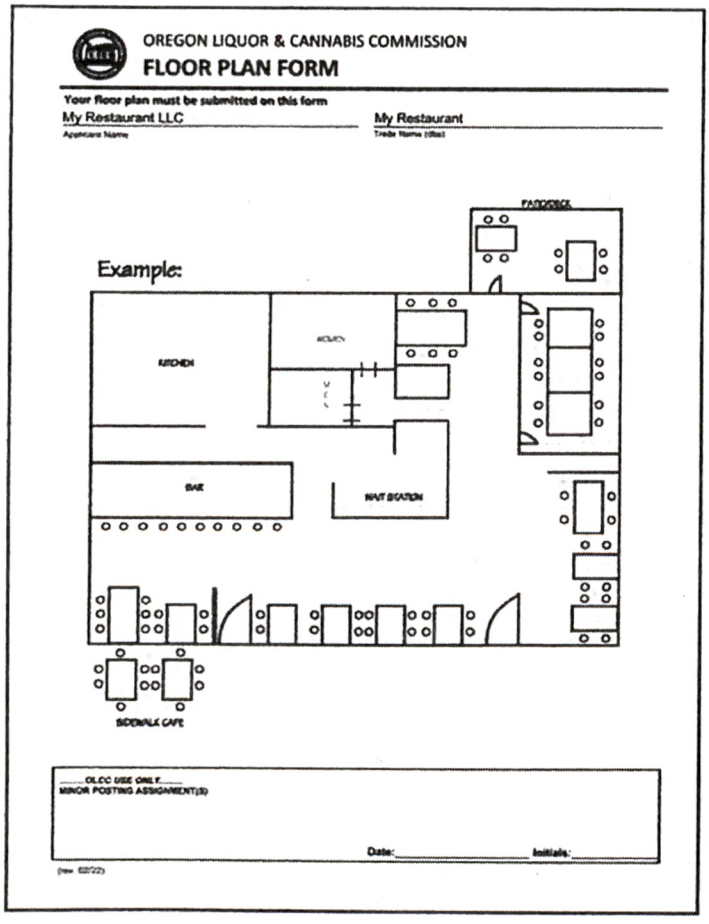
FLOOR PLAN

INSTRUCTIONS

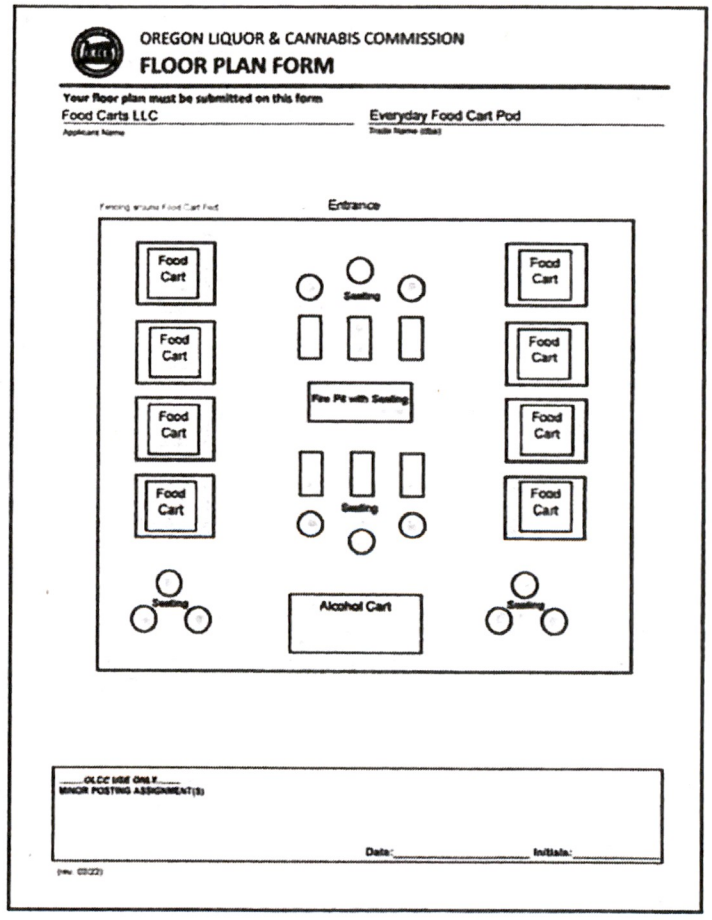
1. **Your floor plan MUST be submitted on the Floor Plan Form below**
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

RESTAURANT EXAMPLE



FOOD CART POD EXAMPLE



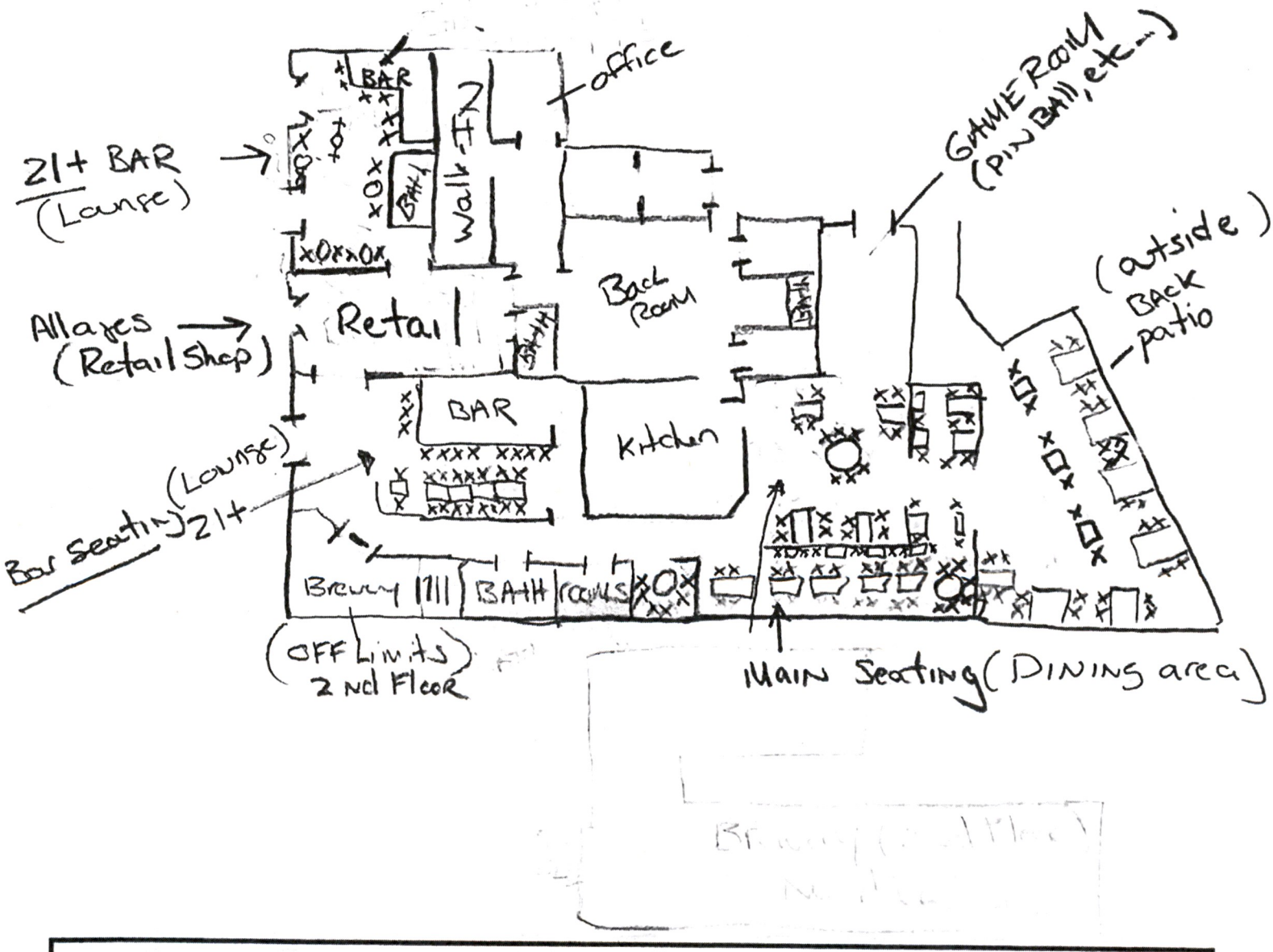
OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

Carter Henry's LLC
Applicant Name

The Noble Fox Restaurant & Brewery
Trade Name (dba)



.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date:_____ Initials:_____

(rev. 03/22)

OREGON LIQUOR & CANNABIS COMMISSION

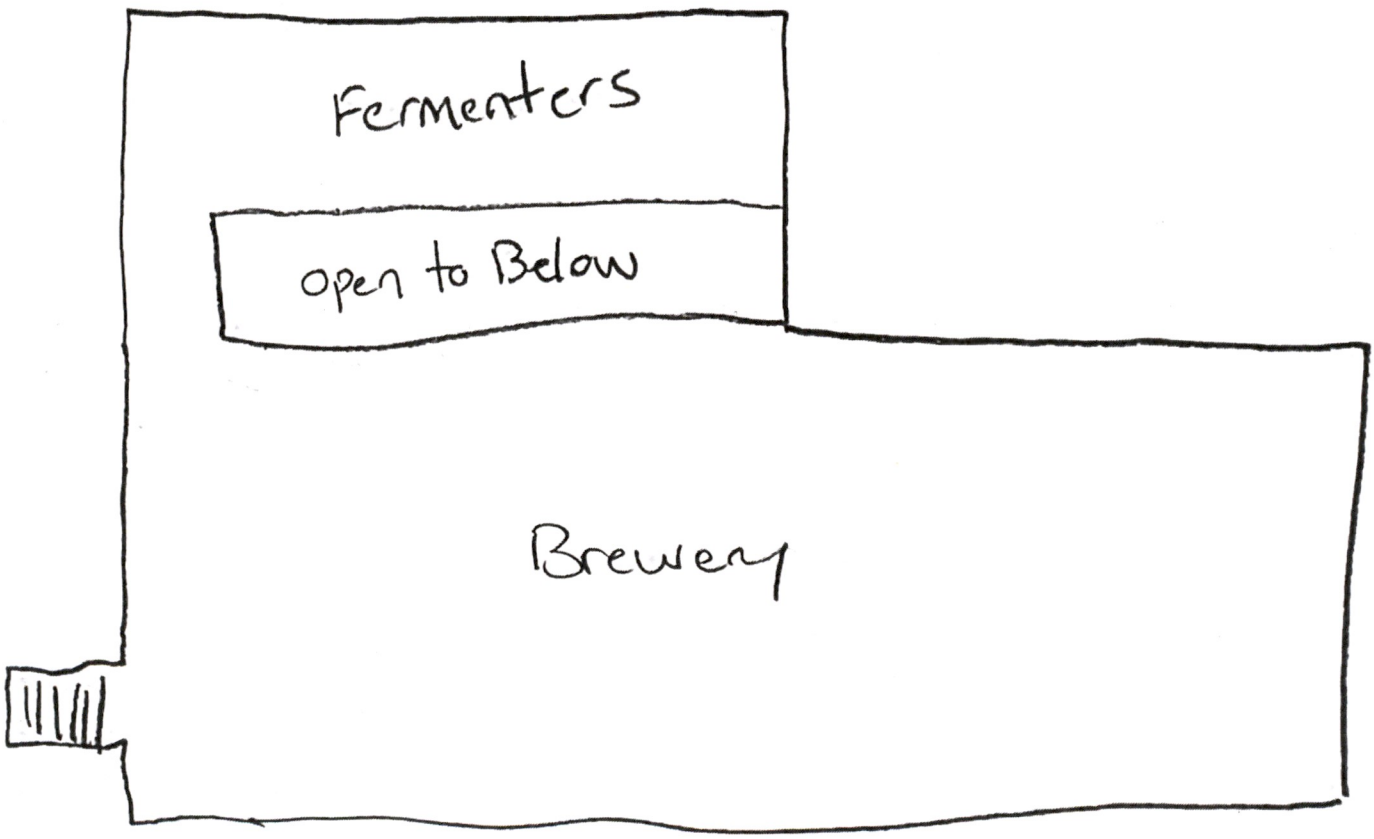
FLOOR PLAN FORM

Your floor plan must be submitted on this form

Carter Henry's LLC
Applicant Name

The Noble Fox Restaurant & Brewery
Trade Name (dba)

2nd Floor = No access to public



.....*OLCC USE ONLY*.....
MINOR POSTING ASSIGNMENT(S)

Date:_____ **Initials:**_____

(rev. 03/22)

Council Business Meeting

February 6, 2024

Agenda Item	Climate and Environment Policy Advisory Committee Appointment – ASD Representative	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us, 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of Mark Morrison, Position #1, Ashland School District Representative, with a term ending April 30, 2025.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the Mayor's recommendation for the appointment of Mark Morrison to the Climate and Environment Policy Advisory Committee as an Ashland School District Representative with a term expiring April 30, 2025.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Thursday, January 11, 2024 2:14:44 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Mark Morrison**
Committee or Commission intersted in: **Climate and Environment Policy Advisory Committee (CEPAC)**

[redacted]

Occupation : **Website Administrator - Ashland School District**
Educational background: **Undergraduate Degree Southern Oregon University - BS in Environmental Studies (2013-2017) Skills Learned: Environmental Data Modeling, Statistics, Excel Databasing, Grant Writing, and Communication/Presentation. Participated in University and Community-Led Events. Served as a Cultural Ambassador for the sister school, Ryutsu Keizai University. Maintained a strong rapport with colleagues, professors, and community stakeholders, especially pertaining to positions held in the Associated Students of Southern Oregon University (ASSOU). Student Government ASSOU - Chief Justice (2014-2015) Studied and maintained the history of laws and bylaws enacted by ASSOU. Resolved grievances through thorough review processes. Educated new members of ASSOU on Robert's Rules of Order and Oregon Public Meeting Law. ASSOU - Student Senator (2015-2017) Attended weekly senate meetings, annual/semiannual retreats & conferences, and various committee meetings as needed. Adhered to Oregon public meeting laws, setting agendas, keeping minutes, maintaining quorum, and practicing Robert's Rules of Order. Represented constituents and the ideals of the student body in environmental sciences. ASSOU - Green Fund Chair (2016-2017) Managed & allocated a multi-million dollar budget towards student projects, campus sustainability enhancements, and green investments. Refined the application process to include more checks and balances, reducing the risk of misappropriation and nepotism. Established a process in which funded projects were required to periodically check in and maintain a history of successes and failures.**
Related Experience: **In my role as the Website Administrator at Ashland School District, I am frequently in contact with key team members within the district. My interactions include regular communication with my direct supervisor, Steve Mitzel, who is the Director of Operations, as well as Samuel Bogdanove, the Superintendent, Robby Moles, the Director of Facilities, and Stacey Cheshire, the Director of Transportation. Additionally, I liaise with numerous site administrators and community leaders. Becoming a committee member for CEPAC would provide me with the opportunity to integrate more closely with district-wide operations, allowing me to stay informed about decisions and news within the district. Since graduating, my professional focus has primarily been in the fields of Information Technology and Project Management. Below are a few positions I have held over the years, highlighting my transferable experience. I am enthusiastic about the prospect of additional training and attending conferences related to the work with CEPAC. I believe there is an invaluable element in not only sharing cutting-edge knowledge with peers but also in connecting and forming rapport**

with communities at both local and state levels. Website & Technology Help Desk Administrator Ashland School District Managed the website, ensuring it was accessible and contained up-to-date information for the school and community. Efficiently addressed community inquiries, achieving optimal resolutions. Organized, set agendas for, and conducted meetings with multiple stakeholders regarding upcoming, pending, and in-progress projects. Conducted staff training sessions on website navigation and usage. Oversaw website migrations and maintenance, focusing on optimizing user experience and engagement. Utilized social media platforms to disseminate district news and alerts, thereby enhancing community interaction. Prioritized technology issues via helpdesk support, ensuring efficient customer service and swift resolution of issues. Developed user guides and training materials to aid in technology support. Customer Support Manager Shasta Networks Documented system and network updates, providing clear and concise reports to leadership. Implemented agile methodologies to improve team communication and project management efficiency. Coordinated daily stand-up meetings to identify challenges and solutions. Ensured adherence to project timelines through effective scheduling and regular follow-ups with stakeholders.
Interests: **Although my professional career has shifted towards the Information Technology field, my passion for Environmental Science remains undiminished. My interests are particularly focused on sustainable energy, infrastructure, and the implementation of emergent technologies. This passion is evident in my pursuit of staying current with the latest developments in green building architecture and corresponding climate systems that support them. I actively explore niche consumer technologies that enhance sustainability on both micro and macro scales. I closely follow regional and national emergent energy technology companies, assessing their growth opportunities and investing in green tech and energy ETFs. Additionally, I enjoy the analytical quantification and automation of environmental and energy principles, utilizing tools like Excel spreadsheets and modeling programs such as IBM SPSS.**
Availability: **I prefer and have the most availability for evening meetings; however, my work schedule can be adjusted to accommodate daytime meetings if necessary. Regularly scheduled meetings planned in advance will typically proceed without any issues once confirmed.**
Additional Information : **I moved to this community over ten years ago from Oahu, Hawaii, to attend Southern Oregon University. Over the years, I have formed deep bonds with both the people and the landscape of this valley, leading me to confidently consider it my home. With a wealth of experience and interest, I am eager to apply my skills and knowledge in serving the community meaningfully, benefiting both current residents and future generations.**
Signature: **Mark William Morrison**

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

CITY OF ASHLAND
Better Together

February 6, 2024

Letter to Senator Wyden and Congressman Bentz

Dear Senator/Congressman,

As you know, 27,019 Palestinians have been killed and 66,139 wounded since October 7, including 85 journalists and over 136 United Nations Relief and Works Agency aid workers. An estimated 70% of the Palestinians who have been killed are women and children. At the same time, 1,139 Israelis have been killed and over 13,000 wounded during and since the Hamas attack on October 7. There are currently 108 Israelis held hostage by Hamas.

The International Court of Justice in the Hague has ordered Israel to take all measures within its power to prevent acts of genocide against Palestinians in the Gaza Strip and the situation on the ground in Gaza is beyond desperate regarding the availability of food, clean water, medicine, and supplies. At the same time, the humanitarian crisis in Gaza is fueling destabilization in the region.

For all of these reasons, the Ashland City Council urges you to do everything in your power to bring forward a cessation of hostilities in Gaza, secure release of all hostages, and provide humanitarian aid necessary to ensure the survival of Palestinian civilians.

Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

Council Business Meeting

February 6, 2024

Agenda Item	First Reading – Revisions for Chapter 2.50 Public Contracting and Purchasing	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

In 2023, the State of Oregon amended elements of its Public Contracting & Procurement Code, increasing limits for small and intermediate procurements, among other items, to reflect overall cost increases in the market for purchasing goods and services.

Ashland Municipal Code (AMC) Chapter 2.50, Rules for Public Contracting, has not been updated since 2010. As such, procurement thresholds for municipalities in the State have increased while the City of Ashland's dollar thresholds have remained the same for over 13 years. In a recent review of the City's current contracting and purchasing practices and aligning with best practices as published by the Government Finance Officer's Association (GFOA) and the Institute for Public Procurement (NGIP), the City of Ashland seeks to amend its Contracting and Procurement Code to better align with Oregon Revised Statutes, ORS 279A, 279B and 279C.

The following is a proposed amendment to the procurement process under the AMC.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Further, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

On August 14, 2023, Staff provided Council a presentation on the City's current procurement practices in which it was summarized that duplicative procedures, inefficiencies, bottlenecks, and delays in the normal course of operations exist in a considerable way, in large part due to procedures that have not been updated in over a decade. As background, the council communication from that Study Session is included.

The primary objectives of contracting and procurement code and the related City policies is multi-pronged: to ensure compliance with applicable law, provide guidelines for operating departments to procure the goods and services needed, reduce risks, promote fairness and competition, maintain public trust that funds are spent prudently and without corruption, and to help promote the overall goals of the City.

This requires finding the appropriate balance, merging strong policies with tactical and strategic initiatives that are measurable and analytical. Establishing strong policies does not necessarily mean limiting the guard rails, but rather making them appropriate to do business effectively. Integrating a tactical and strategic response in the City's procurement procedures does not only mean high tech automation, but it also requires departmental collaboration and being a partner in procurement goals.

This amendment is part of the larger effort to update and streamline an essential and crucial operation for the City. It works to refresh and align our code to current times, but more importantly, to the updated Oregon Revised Statutes Chapter 279. It ensures that as the ORS changes, that our code keeps up.

Staff worked with a subject matter expert who is versed in Public Contracting, is certified as a Public Procurement Officer (CPPO) and a Professional Public Buyer (CPPB), and has received a specialization in construction procurement from the NIGP, National Institute of Government Procurement. With valuable input from Public Works Director Scott Fleury, the Consultant and the City Attorney, we submit the attached revised Ashland Municipal Code Chapter 2.50 – Rules of Procedure for Public Contracting and Purchasing.

The primary changes are as follows:

- Added an Ethical Code of Conduct for public purchasing
- Attached the City to the ORS limits and procedural updates. Specifically, it changes small procurement limits ($5K to $10K), intermediate procurement limits ($100K to $150K), equates the definition of Personal Services Contracts to the ORS, which removes a previous opt-out clause that should not have been possible in the first place.
- Added legal clarification on standard contracts "Approved as to Form"
- Added the ability to receive bids and proposals electronically so that we can begin to use technological applications that will streamline the Competitive Sealed Bidding and Proposal processes.
- Removed process redundancies and paper intensity that result in bottlenecks within the process, thereby utilizing our system software to automate the purchasing process.
- Removed redundant or inconsistent items in Code that were defined, described and/or referenced separately in the chapter.

FISCAL IMPACTS

It would take some time to fully quantify the cost-savings across the organization, but it is substantial. From the formal processes of competitive bidding and proposals to the informal processes of small and intermediate procurements. It affects all departments, especially Public Works and Fire. Accounting/Procurement will also be substantially impacted by improved efficiencies, reduction of paper, and an upgraded document storage system. The fiscal impact will not only be in staff time, reduction in materials, but establishing a more streamlined environment will lend itself to increasing cost oversight and strategic value.

SUGGESTED NEXT STEPS

Staff proposes City Council approve the First Reading of the AMC Chapter 2.50 amendment and move forward with the Second Reading.

ACTIONS, OPTIONS, & POTENTIAL MOTIONS

I move to approve the First Reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures, and move forward with the Second Reading.

REFERENCES & ATTACHMENTS

Attachment 1: August 14, 2023, Council Communication for Study Session on Procurement Process
Attachment 2: Draft Ordinance 3230 Amending AMC 2.50 Rules for Public Contracting

Attachment 1

Council Study Session

August 14, 2023

Agenda Item	Procurement and Contracting Process	
From	Mariane Berry; Finance Director	Scott Fleury, Public Works Director
Contact	Mariane.Berry@ashland.or.us; Scott.Fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☒ Request for Direction ☐ Presentation ☒ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

In a continued effort to streamline and improve operational procedures while maintaining the necessary internal controls, best practices and adherence to local and state laws, Staff seeks to update Council on the City's current Purchasing process as it applies to the Ashland Municipal Code (AMC) Chapter 2.50 and the Oregon Public Contracting Code, specifically Oregon Revised Statutes (ORS) Chapters 279A, 279B and 279C. In doing so, we hope to provide Council with a more comprehensive understanding of the City's current operational workflow for Contracting and Purchasing and make Council aware of Staff's intent to amend parts of the AMC Public Contracting chapter through a proposed ordinance in the near term.

POLICIES, PLANS & GOALS SUPPORTED

This supports the Council Value Statements: Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Specifically, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

The current Ashland Municipal Code Chapter 2.50 for Public Contracting Rules of Procedure, which has not substantively been amended since 2010, lags behind the State's contracting code in these key areas:

	AMC	Oregon
• Small Procurement Limit:	$5,000	$10,000
• Intermediate Procurement Limit: *(for goods and services)*	$100,000	$150,000

While the differences may at first glance seem immaterial, the City's volume of expenditures between $5-10K that necessitates the formal competitive bidding process has created a considerable drain on staffing resources. Many of the City's small procurements are in this dollar range. Facilities is a prime example, however it has consequentially impacted all City departments. A typical workflow is as such: Department arranges 3 quotes from different contractors/vendors, may include site visits, creates, reviews and awards the contract, acquires legal review and approval to form, obtains insurance per the contract, completes internal forms and routes it throughout the city for signatures. This is simply to start the purchase order process in Finance.

Better Together

Further the AMC's Intermediate Procurement limit for goods and services that the Public Contracting Officer/City Manager may approve is $100,000. This requires staff to submit to Council contracts over $100,000 but less than the state's limit of $150,000, for expenditures that are part of the normal course of city business, such as chemicals for the treatment plants or enterprise software. It should be noted that these expenses have already been appropriated during the budget process, and therefore approved by both Council and the Citizen's Budget Committee.

Operational Update

The City's current Purchasing process is very paper-intensive, as well as process-intensive due to the AMC limits. We have plans to automate the process in conjunction with our next Accounting ERP (Tyler Munis) upgrade in the Fall. At that time, we also hope to implement best practices such as the use of electronic document signing, routing and storage. There are other procedural aspects we are evaluating that will create additional efficiencies.

In the near term, we intend to bring to Council a request to consider an ordinance that will address all the above. Particularly, we suggest aligning the AMC to our current operational realities which would also parallel the State code as it relates to contracting and procurement limits.

FISCAL IMPACTS

The fiscal impact of reviewing and eventually updating the current AMC Chapter 2.50 is ultimately a financial savings in staff time and resources. While it is challenging and time-consuming to quantify, it can be said that every department will benefit from it immediately, and thereby will increase productivity in a meaningful way. Procurement is a daily process for every City department, so the impact will be significant.

The system upgrade in Tyler Munis has been a plan for some time and does not have an additional cost attached to it. At the date of this council communication, there are no costs associated with adding the Purchase Order process into the accounting system as it is a module that is already part of our software.

With implementing best practices such as electronic document signing and routing, the impact will also again, improve staff time and dramatically reduce paper.

SUGGESTED NEXT STEPS

Staff will work on drafting an ordinance that will amend the Ashland Municipal Code Chapter 2.50 on Public Contracting.

REFERENCES & ATTACHMENTS

Ashland Municipal Code Chapter 2.50
Reference link for ORS 279 A/B/C: https://www.oregon.gov/das/Procurement/Pages/Authlaw.aspx

ORDINANCE NO. 3230

AN ORDINANCE AMENDING THE RULES OF PROCEDURE FOR PUBLIC CONTRACTING IN ASHLAND MUNICIPAL CODE CHAPTER 2.50

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

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

SECTION 1.

Chapter 2.50
RULES OF PROCEDURE FOR PUBLIC CONTRACTING AND PURCHASING

Sections:

2.50.010 ~~Short Title~~ Title and Purpose
2.50.020 ~~Purpose~~ Ethical Code of Conduct
2.50.030 Adoption of State Law
2.50.040 Definitions
2.50.050 Applicability
2.50.060 Local Contract Review Board Authority
2.50.070 Public Contracting Officer Authority
2.50.080 Formal Processes - Competitive Sealed Bidding and Proposals
2.50.090 Exemptions from Formal Competitive Selection Procedures
2.50.095 Additional Requirements for Exemptions Pursuant to 2.20.090(I)
2.50.100 Informal Process - ~~Process for Exempt~~ Small and Intermediate Procurements
~~2.50.110 Electronic Advertisement of Public Contracts~~
~~2.50.120 Personal Services Contracts~~
2.50.125 Cost and Feasibility Determinations
2.50.130 Record Keeping
2.50.140 Protests of Procurement Process and Solicitation Award

2.50.010

~~Short Title~~ Title and Purpose

~~The provisions of this chapter and all rules adopted hereunder may be cited as the Ashland Public Contracting Code.~~ **Chapter 2.50 shall be known as the "Ashland Public Contracting and Purchasing Code." The term "code" used in this chapter shall mean the contracting and purchasing code unless context otherwise requires. This code establishes uniform, efficient and economical contracting and purchasing policies, procedures, rules and regulations for the City in accordance with the City Charter and Chapters 279A, 279B, 279C of the Oregon Revised Statues.**

The purpose of this code is to ensure that goods and services are procured using competitive processes that result in the best overall quality and cost to the City. This is achieved by:

A. Promoting open and transparent competition;

B. Using solicitation materials that contain clear specifications, requirements, and contract provisions;

C. Using procurement methods that follow ORS and OAR guidelines and meet the contracting needs of the City;

D. Providing direction to City staff regarding purchasing practices and purchasing authority that result in a systematic and uniform administration of public contracts.

The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the best overall cost through responsible and responsive quotations and/or ~~or~~ proposal.

(Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.020

~~Purpose~~ Ethical Code of Conduct

~~The purpose of the Ashland Public Contracting Code is to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:~~

~~A. Promoting open and impartial competition;~~

~~B. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements;~~

~~C. Taking full advantage of evolving procurement methods that suit the contracting needs of the City; and~~

~~D. Providing direction to city staff regarding purchasing practices and purchasing authority those results in a systematic and uniform administration of public contracts.~~

~~The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the lowest and best responsible bid, quotation or proposal.~~

All purchasing shall be conducted in compliance with the code of ethics set forth in AMC 2.010.080, Code of Ethics, and ORS Chapter 244, Government Ethics.

ORS Chapter 244, Oregon Government Ethics Law establishes the minimum standard of ethical conduct and behavior for elected officials, public employees (public officials), members of county and municipal advisory boards and judicial bodies. City employees as

defined in ORS 244.020 are considered public officials and responsible for following the Ashland Public Contracting and Purchasing Code in a responsible and ethical manner.

Further, conflicts of interest shall be avoided. A conflict of interest may include any private or professional activity that would create the appearance of impropriety such as, but not limited to:

A. **Accepting money, loans, credits or prejudicial discounts, gifts, gratuities, favors, or entertainment from present or potential suppliers which might influence or appear to influence a procurement decision/process**

B. **Allowing suppliers to pay to be included on an approved or preferred supplier list;**

C. **Requesting donations of goods or services from suppliers;**

D. **The use of arbitrary or unfair purchasing leverage or influence when dealing with suppliers;**

E. **Exertion of undue influence or abuses of purchasing power;**

F. **Accepting paid meals or other hospitality with suppliers**

(Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.030

Adoption of State Law

Except as specifically provided herein, or by subsequent ordinance or resolution, the Model Rules, Oregon Administrative Rules (OAR) Chapter 137, Divisions 46, 47, **48** and 49, adopted by the Attorney General under ORS Chapters 279A, 279B, and 279C, as they now exist, are hereby adopted as the City of Ashland's Public Contracting Code. A copy of the Oregon Public Contracting Code and Model Rules shall be maintained in the City Recorders Office. Words and phrases used in these rules that are defined in Oregon Revised Statutes (ORS) Chapters 279A, 279B, 279C, and in the Model Rules shall have the same meaning as in those statutes and rules, except as may be provided for herein. In the event that the rules adopted by the local contract review board do not address a particular situation, the Model Rules apply. (Ord. 3013, added, 05/18/2010)

2.50.040

Definitions

Words and phrases that are used and defined in the Model Rules and the Oregon Public Contracting Code shall have the same meaning as in those statutes and rules, except for the following:

A. "City Attorney" shall mean the Ashland City Attorney or his/her designee as specified by written order.

B. "Department" shall mean City of Ashland instead of Oregon Department of Administrative Services.

~~C. "Director" shall mean Public Contracting Officer as defined in this section instead of the Director of Administrative Services.~~

C~~D~~. "Findings" are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations; value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability; performance; and funding sources.

D~~E~~. "Finance Director" shall mean the Director of the City's Finance Department or his/her designee as specified by written order.

E~~F~~. "Local Contract Review Board" shall mean the Ashland City Council.

F~~G~~. "Public Contracting Officer" means the City Manager or his/her designee as specified by written order.

G~~H~~. "Model Rules" means the public contracting rules adopted by the Attorney General pursuant to ORS 279A.065.

H~~I~~. "Oregon Public Contracting Code" means ORS Chapters 279A, 279B and 279C.

I~~J~~. ~~"Personal services contract" means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The Public Contracting Officer shall have discretion to determine whether additional types of services not specifically mentioned in this definition fit within the definition of personal services.~~ **"Personal Services" and "Personal Services Contract" shall have the same meaning as put forth in the Model Rules 137-046-0110(24) and Model Rules 137-046-0110(25), respectively.** (Ord. 3192 § 35, amended, 11/17/2020; Ord. 3013, added, 05/18/2010)

2.50.050

Applicability

The Ashland Public Contracting **and Purchasing** Code shall apply to procurements by all City departments and divisions, including Ashland Parks and Recreation. (Ord. 3013, added, 05/18/2010)

2.50.060

Local Contract Review Board Authority

The Local Contract Review Board shall have all the duties and authority of a contracting agency that are granted under state and local law. **It shall approve the award of all contracts for which the Ashland Municipal Code or the Oregon Public Contracting Code require formal competitive solicitations or formal competitive bids.** The Local Contract Review Board may delegate its powers and responsibilities by ordinance, resolution, or board order consistent with the Model Rules and the Oregon Public Contracting Code. (Ord. 3013, added, 05/18/2010)

2.50.070

Public Contracting Officer Authority

A. Except as otherwise provided by this code, the Public Contracting Officer shall have authority to:

1. Purchase and contract for all materials, supplies, equipment, services and public improvements for which funds have been appropriated by the City Council **up to the higher amount stated in ORS 279B.070, Intermediate Procurements;** ~~and the contract price does not exceed $100,000;~~

2. Contract for all personal services**, excluding architectural, engineering and related services as defined by ORS 279A.055 up to the higher amount stated in ORS 279B.070;** ~~as long as the contract price does not exceed $75,000; and~~

3. **Contract for architectural, engineering, and land surveying services and related services as defined in ORS 279C.100 and outlined in OAR Model Rules Chapter 137 Division 48;**

4. Sell or dispose of all personal property of the City in accordance with AMC 2.54.

5. Enter into any intergovernmental agreement as long as the annual cost to the City does not exceed ~~$25,000~~ **the Public Contracting Officer's authority herein,** ~~and~~ the agreement does not create a new intergovernmental entity.

6. **Purchase and contract for equipment that is scheduled to be replaced in the City's fleet inventory and has been appropriated by the City Council in the adopted budget using appropriate procurement practices.**

Contracts approved under this section require no further approvals by the Local Contract Review Board.

B. Except when this Chapter, or the Oregon Public Contracting Code and Model Rules, specifically requires the Local Contract Review Board to take action or exercise its discretion and delegation is not allowed, any act required or permitted to be performed by an "agency," "head of a contracting agency," "local contract review board" or the "director" under the Model Rules or Oregon Public Contracting Code shall be performed by the Public Contracting Officer.

C. The Public Contracting Officer may develop such forms that are convenient to the administration of the City's contracts and may promulgate procedures reasonably necessary to accomplish the purposes of this Chapter, the Model Rules, and the Oregon Public Contracting Code. The City Attorney may promulgate standard forms for use by the Public Contracting Officer. (Ord. 3136, amended, 2017; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.080

Formal Processes - Competitive Sealed Bidding and Proposals

Except as otherwise expressly provided herein, in addition to the requirements of the Model Rules and the Oregon Public Contracting Code:

A. The Finance Director must sign off that there are appropriate funds for the project before the project is **advertised or solicited** ~~put out for bids~~.

B. The City Attorney must determine that the contract is ~~appropriate as to form~~ **Approved as to Form, or AATF,** before the project is **solicited** ~~put out for bids~~. **AATF from the City Attorney ensures the contract is clear, terms are consistent, risk is mitigated, the parties have legal authority to sign and the contract is enforceable.** In addition, the City Attorney shall review all formal competitive solicitations or formal competitive bids to ensure that the appropriate process is being followed.

~~C. The Local Contract Review Board shall approve the award of all contracts for which the Ashland Municipal Code or the Oregon Public Contracting Code require formal competitive solicitations or formal competitive bids.~~

C. ~~D~~. ~~*Electronic Solicitation.*~~ Competitive sealed bids and competitive sealed proposals may be available online **or issued in hard copy. Proposals will be submitted and received according to ORS 279B.060.** ~~but applicants will NOT be able to submit their proposals and/or responses online. Bids and proposals must be delivered in hard copy form to the City in accordance with the requirements for the competitive solicitation. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.~~ (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005)

2.50.090

Exemptions from Formal Competitive Selection Procedures

All Public Contracts shall be based upon Competitive Sealed Bidding (Invitation to Bid) or Competitive Sealed Proposals (Request for Proposal) pursuant to ORS 279A – 279C and the Model Rules except for the following:

A. Contracts listed in ORS 279A.025(2).

B. Purchases through federal programs as set forth in ORS 279A.180.

C. Public Improvement Contracts that qualify for exemption as set forth in 279C.335.

D. ~~Small Procurements – a public contract not exceeding $5,000.~~

~~1. Small Procurements shall be awarded in accordance with ORS 279B.065, OAR 137-047-0800, OAR 137-047-0265 and all other applicable provisions of law.~~

~~E. Intermediate Procurements – a public contract for goods and services greater than $5,000 and less than $100,000.~~

~~1. Intermediate Procurements shall be awarded in accordance with ORS 279B.070, OAR 137-047-0800, OAR 137-047-0270 and other applicable provisions of law.~~

D~~F~~. Sole Source Procurements – a public contract in which the Department Head finds in writing that there is only one provider of a product or service of the quality and type required available.

1. Sole-source procurements shall be awarded in accordance with ORS 279B.075 and all other applicable provisions of law.

E~~G~~. Special Procurements – a public contract for a class special procurement, a contract specific procurement or both, based upon a contracting procedure that differs from procedures described in ORS 279B.055, 279B.060, 279B.065, 279B.070. The contracting approach may be custom designed to meet the procurement needs.

1. Special procurements shall be awarded in accordance with ORS 279B.085 and all other applicable provisions of law.

F~~H~~. Emergency Procurements – a public contract that is necessary because an emergency exists meaning there are circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health, safety, welfare, or property that could not have been reasonably foreseen and requires prompt execution of a public contract to remedy the condition.

1. Emergency procurements shall be awarded in accordance with ORS 279B.080 and all other applicable provisions of law.

G~~I~~. The following classes of contracts are ~~hereby~~ specifically exempted from the Oregon Public Contracting Code and Model Rules pursuant to ORS 279A.025(t):

1. Contracts for the purchase of materials where competitive bids for the same materials have been obtained by other public agencies or the federal government whose processes for bid and award are substantially equivalent to those set forth herein, and the contract is to be awarded to the party to whom the original contract was awarded as long as no material change is made to the terms, conditions, or prices of the original contract.

2. Contracts for licenses and maintenance of computer hardware, computer software, and telecommunications products (including cable, video and television products).

3. Purchase of items or services of an artistic nature, including, but not limited to public art.

4. *Contracts for removal, cleanup or transport of hazardous materials.* As used in this Subsection, "hazardous materials" include any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in the Resources Conservation and Recovery Act (42 USC 6901 et seq.).

5. Contracts for purchase of used motor vehicles, defined as any motor vehicle that is at least one year old.

6. Contracts for the purchase of used heavy construction equipment.

7. Contracts for the purchase of copyrighted materials where there is only one supplier available within a reasonable purchase area for such goods.

8. Contracts for the purchase of advertising, including legal advertising intended for the purpose of giving public notice.

9. Contracts for the purchase or sale of all utilities including, but not limited to, electric power, gas, water, sewage, internet, cemetery lots, cable and telecommunication services, and the sale of telecommunication materials or products or other services, materials or products traditionally provided by the City.

10. Contracts for the purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state or local regulating authority. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010)

2.50.095

Additional Requirements for Exemptions Pursuant to 2.20.090(I)

Any contract exempted under 2.20.090.I shall additionally satisfy these criteria:

A. The performance bond requirements of ORS 279C.375 and 279C.380, unless an emergency exemption exists in accordance with the Oregon Public Contracting Code and Model Rules.

B. The construction and landscape contractor registration and requirements of ORS Chapter 671.630 et seq. and Chapter 701;

C. Any other law applicable to such a contract; and,

D. To the extent that BOLI applies, the City and the contractor shall comply with the prevailing wage provisions of ORS 279C.800 - 279C.870. (Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)

2.50.100

Informal Process - ~~Process for Exempt~~ Small and Intermediate Procurements

The following process shall apply to all contracts that are exempt from formal competitive selection procedures in AMC 2.50.090.

~~A. The Public Contracting Officer is responsible for determining whether a project is subject to an exemption pursuant to AMC 2.50.090 that will allow a process other than a formal solicitation. Except for small procurements and emergency procurements, it is the responsibility of the Public Contracting Officer to evaluate whether an exemption exists and write findings consistent with Oregon law to document the exemption. A copy of the written findings shall be given to the City Attorney. If an exemption is approved all applicable provisions of the Oregon Public Contracting Code and the Model Rules must be followed. Notwithstanding the exemptions, the City Attorney, the Public Contracting Officer, or Local Contract Review Board may require a formal competitive solicitation to ensure the purposes of this Chapter.~~

A~~B. Except for small procurements equal to or less than $5,000, and emergency procurements, any informal procurement process, listed in AMC 2.50.090 shall require the Public Contracting Officer to obtain written authorization from the Finance Director to ensure that adequate funds are available for the project.~~ **Small procurements as set forth in ORS 279B.065 are subject to the City's Purchasing Policies.**

B~~C~~. ~~For~~ ~~i~~**Intermediate** procurements **as set forth in ORS 279B.070 are subject to the City's Purchasing Policies.** ~~of any amount~~ ~~t~~**T**he contracting agency shall use ~~a~~ written ~~solicitation~~ **specifications** to obtain quotes, bids, or proposals **and must go through the City's Purchase Order and Contracting process. The City Attorney must determine that the contract is Approved as to Form before the contract is awarded. Utilizing a City standard form contract without changes eliminates the requirement for legal approval in informal contracting procedures.**

~~D. For all contracts over $5,000 the City Attorney must determine that the contract is appropriate as to form before the contract is awarded. Use of a City standard form contract negates the need for legal sign off on all informal contracting processes.~~

C~~E~~. After the procurement process is complete, the Public Contracting Officer must execute the procurement contract, and the Finance Director must endorse the amount of the contract if the value of the contract exceeds the amount originally approved by the Finance Director on the requisition documents.

D~~F~~. The Public Contracting Officer must execute any change orders or amendments to the contract that are authorized under the Oregon Public Contracting Code or the Model Rules. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)

~~**2.50.110**~~

~~**Electronic Advertisement of Public Contracts**~~

~~The City may publish the advertisement for Offers by posting it on the website of the City, or if applicable, another governmental entity as long as the content required by the Model Rules and Oregon Public Contracting Code is available. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials. (Ord. 3013, added, 05/18/2010)~~

~~**2.50.120**~~

~~**Personal Services Contracts**~~

~~A. A personal service contract that does not exceed $35,000 may be awarded by direct appointment. Personal Services Contracts that are for contract amounts greater than $35,000, but less than $75,000 shall follow the process for Intermediate Procurements as outlined above. In addition, for personal services contracts greater than $5,000, but less than $75,000, the Public Contracting Officer shall make findings that City personnel are not available to perform the services, and that the City does not have the personnel or resources to perform the services required under the proposed contract. However, the City Attorney, the Public Contracting Officer, or Local Contract Review Board, can require a formal solicitation for bids to ensure that the purposes of this chapter are upheld.~~

~~1. *Class Exemption – Attorney Services.* Personal service contracts for legal counsel, legal services, expert witnesses, court-appointed attorneys, stenographers and other legal services are exempt from the competitive procurement requirements of this section and may be entered into based upon the judgment of the City Attorney. The City Attorney shall obtain City Council~~

~~approval of any expenditure for legal services paid to a single legal services provider that is expected to exceed $50,000 prior to entering into the contract. In addition, except for legal counsel hired by the City to provide legal services to indigent criminal defendants prosecuted by the City, the City Attorney shall select and retain all outside legal counsel hired by the City subject to the approval of the City Council.~~

~~2. *Pre-qualified Pool Exemption.* The City may directly award a personal services contract that does not exceed $100,000 to a provider that has been selected to be on a list of:~~

~~a. The City's current list of qualified providers through a formal process; or~~

~~b. From another public contracting agency's current list of qualified providers as long as the public contracting agency uses a process substantially similar to the City's to derive the list.~~

~~3. *Continuation of Work Exemption.* Personal service contracts of not more than $100,000 for the continuation of work by a contractor who preformed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Public Contracting Officer determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.~~

~~B. The Local Contract Review Board is hereby opting out of OAR 137-048 regarding architectural, engineering, and land surveying services.~~

~~C. The standard procurement rules adopted above shall apply to such contracts, as well as the following personal services selection criteria:~~

~~1. Specialized experience in the type of work to be performed;~~

~~2. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;~~

~~3. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration where applicable;~~

~~4. Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of designing or techniques peculiar to it, where applicable;~~

~~5. Cost of the services; and~~

~~6. Any other factors relevant to the particular contract. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)~~

2.50.125

Cost and Feasibility Determinations

The Public Contracting Officer shall make written cost or feasibility findings pursuant to ORS 279B.030. If the Public Contracting Officer is performing a cost analysis pursuant to ORS 279B.033, the Public Contracting Officer shall add a profit margin of ten percent (10%) of the cost of the project when estimating the total cost of hiring a contractor. (Ord. 3013, added, 05/18/2010)

2.50.130

Record Keeping

All records shall be retained in accordance with OAR 137-047-0620. To facilitate contract file record keeping and reduce accounting and auditing difficulties in having dispersed contract files, each city department will maintain a complete file on all contracts executed on behalf of that department. Information to be included in the file shall include, at a minimum:

A. Any and all invitation for bids, requests for proposals, and any advertisements;

B. Council consent authorizing contract execution when applicable;

C. Copies of the signed contract, any required insurance certificates, bonds, or other bid security;

D. Any approved Local Contract Review Board waivers; and

E. List of who the solicitation documents were sent out to or the list of plan holders.

The City Recorder's Office shall retain the original executed contract as well as original copies of any required insurance certificates, performance bonds, and payment bonds or other bid security. The department which is responsible for the procurement shall continually monitor insurance certificates to ensure the City remains an additional insured and that the other party has sufficient coverage. (Ord. 3013, added, 05/18/2010)

2.50.140

Protests of Procurement Process and Solicitation Award

A. The Uniform Administrative Appeals Process outlined in AMC 2.30 shall apply to all protests of the procurement process and award of public contracts except that the timelines of this section shall govern when determining whether an appeal is filed timely.

B. *Timelines for Submitting Protests.*

1. Protests regarding the process or specification shall be received no later than ~~ten (10)~~ **seven (7)** calendar days prior to bid closing.

2. Protests regarding the award of the contract shall be received within seven (7) calendar days from the notice of intent to award the public contract.

C. Failure to strictly comply with the applicable protest requirements, including but not limited to the required elements for the written protest required by the Model Rules and the Oregon Public Contracting Code, payment of the applicable appeal fee pursuant to AMC 2.30, and time for filing as specified in this section, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal. (Ord. 3013, added, 05/18/2010)

SECTION 2. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

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

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

Council Business Meeting

February 6, 2024

Agenda Item	Resolution for City Recorder Charter Amendment for May election	
From	Sabrina Cotta	Interim City Manager
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☒	

SUMMARY

At the October 16, 2023, Study Session staff was directed to provide to Council a timeline and ballot language for charter changes for the spring election.

- Article 3 – Elective Officers and Article 6 – Recorder
  - Remove the City Recorder as an elected official and any article provisions related to the duties of that role in recognition of the substantial reduction in the position's responsibilities to become solely administrative in nature.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City Services.
Sustainability through creativity, affordability, and right sized service delivery.

BACKGROUND AND ADDITIONAL INFORMATION

In response to the issue that was raised at the January 19th meeting on whether the Recorder should have a residential requirement please see the attached legal memo. In summary: On par, it is advisable to *not* add in the residential requirement.

Timeline – May 21, 2024, Election Day

December 19, 2023 – City Council consider proposed ballot language
January 16, 2024 – City Council vote on final ballot language resolution
March 1, 2024 - City ballot title filing deadline (SEL 805)
March 21, 2024 - City measure filing deadline (City-SEL 802)
March 25, 2024 - Voters' pamphlet filing deadline (measure arguments)

Proposed Ballet Language

See attached SEL 802 and Explanatory Statements.

FISCAL IMPACTS

Article 3 - Elective Officers and Article 6 – Recorder: Human Resources will need to conduct a thorough review of job description to include duties and research comparable cities wages. There is potential for long-term salary savings to better align job responsibilities and salary by transitioning this position to a non-elected position.

2024 Spring Election Cost: No fiscal impact to the City of Ashland. The Jacson County elections office has confirmed that when a ballot measure is included in a Primary or General Election in even numbered years, the County Clerk budgets and pays for election costs.

SUGGESTED NEXT STEPS

- I move to approve Resolution 2024-02 A Resolution of the City of Ashland Submitting to the Voters at the May 21, 2024 Primary Election a Proposed Amendment to Article III and Article VI of the Ashland City Charter.

REFERENCES & ATTACHMENTS

- October 16, 2023 Study Session Council Communication
- SEL802 Recorder
- Explanatory Statement - Recorder
- Resolution 2024-02 A Resolution of the City of Ashland Submitting to the Voters at the May 21, 2024 Primary Election a Proposed Amendment to Article III and Article VI of the Ashland City Charter.
- Draft Recorder job description
- Legal memo: Issue: Can the City impose a residency requirement upon an employee position of the City Recorder?

Council Study Session

October 16, 2023

Agenda Item	Charter Amendment Discussion	
From	Joesph Lessard	City Manager
Contact	Joe.lessard@ashland.or.us 541-552-2103	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

Over time the City's operational requirements have changed creating a need to update sections of the City Charter. At the request of Council, staff has reviewed prior Charter Commission recommendations and current internal processes finding two areas for addressing within the charter that relate to its following articles:

- Article 14 - Chief of Police: Powers and Duties, Section 2
- Article 3 – Elective Officers and Article 6 – Recorder

Staff recommends, due to operational needs, that Council begin consideration of placing two ballot items on the upcoming spring ballot to:

1) Update the language in Article 14, Section 2 allowing the Chief of Police to designate an officer to attend City Council meetings and act in his/her stead as Sergeant-at-Arms; and

2) Remove the City Recorder as an elected official and any article provisions related to the duties of that role in recognition of the substantial reduction in the position's responsibilities to become solely administrative in nature.

If the Charter amendment to the Recorder's office passes, a City staff member would take on the City Recorder role, aligning it more closely with the evolving nature of the position, which over time, has transitioned from one that primarily involved discretionary functions to one predominantly focused on administrative responsibilities. The Recorder position will be under the supervision of the office of management to ensure timeliness and professionalism befitting for the City of Ashland.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City Services.
Sustainability through creativity, affordability, and right sized service delivery.

BACKGROUND AND ADDITIONAL INFORMATION

Article 14 – Chief of Police: Powers and Duties, Section 2

This article states: "The Chief of Police shall attend all meetings of the City Council and perform the duties of the Sergeant-at-Arms of that body..." Staff has determined this language in the Charter is too restrictive and recommends the Charter be amended to state *The Chief of Police, or their designee.* This wording would allow the Chief of Police the discretion to make operational decisions for the department based on needs and staffing and allow greater flexibility to the Chief of Police regarding work schedule.

Article 3 – Elective Officers and Article 6 - Recorder

These articles outline the Recorder as an elected position, term, powers and duties, vacancy, and absence guidelines. Staff has determined the following:

- Ashland is unique in that no other City recorders in the area are elected.
- The duties of this position have changed over time particularly in regard to financial duties. The Recorder no longer conducts audits nor performs fund accounting for the City.
- The City is in need of a trained position filled by an individual who can complete records requests & management, records retention, licensing needs and council duties in a thorough and timely manner.
- This position as an elected officer presents considerable risk to the City of job duties are unfulfilled or completed in a manner not in accordance with state law.
- The job duties of the recorder do not need to be done by an elected official.
- The League of Oregon Cities did research in 2016 and found that Ashland, Elgin, Jacksonville and Prescott were the only cities in the entire state that had elected recorders.

FISCAL IMPACTS

Article 14 – Chier of Police : Powers and Duties, Section 2: No fiscal impact

Article 3 - Elective Officers and Article 6 – Recorder: Human Resources will need to conduct a thorough review of job description to include duties and research comparable cities wages. General research was conducted on recorder wages and the following was found:

City	Population	Low Salary	High Salary	Elected
Lake Oswego	41,148	$3,843	$4,671	No
Keizer	39,376	$3,154	$4,114	No
McMinnville	34,515	$3164	$4,747	No
Tualatin	27,914	$3098	$3935	No
West Linn	27,420	$3295	$4500	No
Klamath Falls	22,501	$2589	$3748	No
Ashland	**21,642**	**$3846**	**$3846**	**Yes**
Milwaukie	21,305	$3108	$3966	No
Sherwood	20,22	$3760	$4769	No

Along with ensuring efficiencies within the office by transitioning the position to a professional position, there is potential for long-term salary savings to better align job responsibilities and salary by transitioning this position to a non-elected position. More research will need to be done if this position is removed from the charter to determine role and responsibilities and commensurate salary.

2024 Spring Election Cost: No fiscal impact to the City of Ashland. The Clerk of the City Council Pro Tem has contacted the Jackson County elections Office and confirmed that when a ballot measure is included in a Primary or General Election in even numbered years, the County Clerk budgets and pays for election costs.

SUGGESTED NEXT STEPS

Provide staff with direction to return to Council with potential timeline and ballot language of potential charter changes to be considered for spring election ballot measures.

REFERENCES & ATTACHMENTS

- City Charter - Article 3 Elective Officers
- City Charter - Article 6 Recorder
- City Charter – Article 14 Chief of Police: Powers and Duties

ARTICLE 3 Elective Officers

Section 1. Elective Officers The elective officers of the City shall be: a Mayor, Recorder, six (6) Council Members, five (5) Park Commissioners and a Municipal Judge. (Charter amendment 5-23-78)

Section 2. Qualifications All elective officers except the Municipal Judge shall be residents and qualified voters in the City. (Charter amendment 5-23-78).

Section 3. Salaries Any change in the amount of the present compensation received by elective officers, except for the Recorder and Municipal Judge, shall be submitted to the vote of the people; however, the salary of the elected Recorder shall be in the amount being paid in 1974 and be adjusted starting with the fiscal year 1974-75 in the same percentage as the average salary adjustments of the other supervisory employees and department heads of the City of Ashland; further, the salary of the Municipal Judge will initially be the same as for the year 1978-79 and thereafter to be adjusted in the same percentage as the average salary adjustment of the other supervisory employees and department heads of the City of Ashland. (Charter amendment 5-23-78).

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.

Section 5. Term The term of all elective officers shall begin the first day of January following their election.

Section 6. Interest in City Contracts During the term of office, no elective officer shall violate any provision of the State of Oregon Code of Ethics as contained in ORS Chapter 244. (Amended by vote 11-8-94.)

ARTICLE 6 Recorder

Section 1. Term The Recorder in office at the time this Charter takes effect shall continue in office until the end of his/her term of office as fixed by the Charter of the City in effect at the time this Charter is adopted. At each biennial general election held in 1970, and every fourth year thereafter, a Recorder shall be elected for a term of four (4) years.

Section 2. Powers and Duties The Recorder shall act as Clerk of the Council and shall keep plain and correct records of all business and proceedings of the Council. He/she shall maintain a file of all papers presented to him/her officially, and safely keep all files, records and papers of the corporation pertaining to his/her office, and these shall be open to the public. At the expiration of his/her term of office, he/she shall turn over to his/her successor any and all records, books, and papers pertaining to said office.

The Recorder must draw all orders for the proper payment of monies against the proper funds that have been appropriated by the City Council, and, together with the Mayor, sign the same. He/she may make periodic audits of all City accounting records.

The Recorder, shall, as soon as the Council shall make a general levy of the taxes for the city, certify the same, together with any and all special benefits and assessments then due, to the Clerk of the County Court.

The Recorder shall record, in a book to be kept for that purpose, all ordinances and resolutions passed by the City Council, and the same shall be signed by the Recorder, as well as signed and approved by the Mayor therein.

Section 3. Vacancy A willful absence of the Recorder from the City for more than thirty (30) days without the consent of the Council, carelessness or inattention to the duties of the Recorder, shall be grounds for the Council to declare the office vacant; and it may fill such vacancy in the same manner as vacancies in the office of Council members are filled.

Section 4. Absence In the Recorder's absence, the Mayor shall appoint a Clerk of the Council Pro Tem who, while acting in that capacity, shall have all the authority and duties of the Recorder.

Notice of Measure Election

City

SEL 802

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

Notice

Date of Notice	Name of City or Cities	Date of Election
TBD	City of Ashland	May 2024

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

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

Proposed Amendment to the Ashland City Charter removing the Recorder as an Elective Officer.

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

Shall the Ashland City Charter be amended to remove the Recorder and Recorder Duties as an elected position from the City Charter?

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

A "Yes" vote for this measure amends the City Charter to allow for the City of Ashland to hire an individual with appropriate training and skill to fill the Recorder position.

A "No" vote for this measure maintains the existing language in the City Charter which outlines the sole qualifications for being elected Recorder as residing within City limits and current registration to vote.

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

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

Explanatory Statement Attached? ☐ Yes ☐ No

Authorized City Official Not required to be notarized.

Name	Title
Mailing Address	**Contact Phone**

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

Signature	Date Signed

EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

NAME OF PERSON RESPOSIBLE FOR CONTENT: TBD

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

BALLOT TITLE CAPTION: Proposed Amendment to the Ashland City Charter removing the Recorder as an Elective Officer.

MEASURE NUMBER: TBD

(Explanatory Statement Shall Be Typed)

A "Yes" vote for this measure amends the City Charter to allow for the City of Ashland to hire an individual with appropriate training and skill to fill the Recorder position to include public records retention law, public meeting law, and election process. Currently there are no minimum professional skill qualifications for this position. The only qualifiers are residing within City limits and being a registered voter. The recorder is an administrative position that requires decision to be made based on knowledge, skills, and abilities outside of the number of votes garnered in an election.

A "No" vote for this measure maintains the existing language in the City Charter which outlines the sole qualifications for being an elected Recorder and fulfilling the necessary job duties as being a resident and registered voter within the City of Ashland.

WORD COUNT TOTAL: _____

THE TOTAL WORD COUNT CANNOT EXCEED 500 WORDS.

_____ _____

SIGNATURE OF PERSON RESPONSIBLE FOR THE CONTENT OF THE EXPLANATORY STATEMENT DATE

INSTRUCTIONS FOR EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

1. Explanatory Statement **must be typed.**

2. Explanatory Statement will not be returned for proofreading.

3. The word total for an explanatory statement must not exceed 500 words or numbers. If an explanatory statement exceeds the 500 word/number limit, the county clerk shall end the statement at 500 words or numbers.

4. An explanatory statement must be signed by the person responsible for the content of the argument.

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY OF ASHLAND SUBMITTING TO THE VOTERS AT THE MAY 21, 2024 PRIMARY ELECTION A PROPOSED AMENDMENT TO ARTICLE III AND ARTICLE VI OF THE ASHLAND CITY CHARTER

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

SECTION 1. The City Council submits to the qualified voters of the City the question of approving or rejecting an amendment to the Ashland Municipal Charter to remove the elected position of the Recorder from the city charter and provide for the city manager to appoint the position according to standards and duties to be set forth in ordinance.

SECTION 2. The City Council refers this question to the ballot of May 21, 2024.

SECTION 3. The City Recorder shall cause to be delivered to the Elections Officer of Jackson County, Oregon, the attached ballot measure notice, not later than 61 days prior to the election. The Election Officer is requested to give notice to the electorate of the City that the election shall be conducted by mail, pursuant to Oregon law;

SECTION 4. The City Recorder shall give notice of the election as provided in the laws of the State of Oregon and the Charter and ordinances of the City of Ashland.

SECTION 5. The ballot title for this measure is set forth in Exhibit A, attached.

SECTION 6. The proposed amendment to the city charter is set forth in Exhibit B, attached.

SECTION 7. The City Attorney is authorized to alter the language of the ballot title only for the purpose of complying with any rules, procedures, and practices of the Election Officer of Jackson
County to implement the requirements of Oregon law, but shall make no changes to the Charter amendment language in Exhibit B without the consent of the Council.

This resolution is referred to the electors of the city of Ashland for approval at the Primary Election in Jackson County, set to occur on May 21, 2024.

This resolution is effective upon signing by the mayor.

ADOPTED by the City Council this ____ day of _____, 2024.

ATTEST:
SIGNED and APPROVED this _____ day of _____, 2024,

_____ _____
Alissa Kolodzinski, City Recorder Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M McGeary,
Acting City Attorney

EXHIBIT A
(Ballot Title)

Proposed Amendment to the Ashland City Charter removing the Recorder as an Elective Officer.

Shall the Ashland City Charter be amended to remove the Recorder and Recorder Duties as an elected position from the City Charter?

A "Yes" vote for this measure amends the City Charter to allow for the City of Ashland to hire an individual with appropriate training and skill to fill the Recorder position.

A "No" vote for this measure maintains the existing language in the City Charter which outlines the sole qualifications for being elected Recorder as residing within City limits and current registration to vote.

(Explanatory Statement)

A "Yes" vote for this measure amends the City Charter to allow for the City of Ashland to hire an individual with appropriate training and skill to fill the Recorder position to include public records retention law, public meeting law, and election process. Currently there are no minimum professional skill qualifications for this position. The only qualifiers are residing within City limits and being a registered voter. The recorder is an administrative position that requires decision to be made based on knowledge, skills, and abilities outside of the number of votes garnered in an election.

A "No" vote for this measure maintains the existing language in the City Charter which outlines the sole qualifications for being an elected Recorder and fulfilling the necessary job duties as being a resident and registered voter within the City of Ashland.

EXHIBIT B

The following amendments are proposed to the Ashland City Charter. Only these articles and sections as delineated herein are amended by this Resolution. Except for otherwise proposed amendments to the Charter by separate resolution and Ballot Title , all other language in the Charter shall be unchanged.

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

ARTICLE 3 Elective Officers

Section 1. Elective Officers The elective officers of the City shall be: a Mayor, ~~**Recorder,**~~ six (6) Council Members, five (5) Park Commissioners and a Municipal Judge.

Section 2. Qualifications All elective officers except the Municipal Judge shall be residents and qualified voters in the City.

Section 3. Salaries Any change in the amount of the present compensation received by elective officers, except for the ~~**Recorder and**~~ Municipal Judge, shall be submitted to the vote of the people; ~~**however, the salary of the elected Recorder shall be in the amount being paid in 1974 and be adjusted starting with the fiscal year 1974-75 in the same percentage as the average salary adjustments of the other supervisory employees and department heads of the City of Ashland; further, t**~~ **T**he salary of the Municipal Judge will initially be the same as for the year 1978-79 and thereafter to be adjusted in the same percentage as the average salary adjustment of the other supervisory employees and department heads of the City of Ashland.

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.

Section 5. Term The term of all elective officers shall begin the first day of January following their election.

Section 6. Interest in City Contracts During the term of office, no elective officer shall violate any provision of the State of Oregon Code of Ethics as contained in ORS Chapter 244.

PART 2. ARTICLE 6 Recorder

Section 1. Term The Recorder in office at the time this Charter takes effect shall continue in office until the end of his/her term of office as fixed by the Charter of the City in effect at the time this Charter **provision** is adopted. ~~**At each biennial general election held in 1970, and every fourth year thereafter, a Recorder shall be elected for a term of four (4) years.**~~ **Upon the expiration of the Recorder's term, if any, the City Manager is granted the authority to appoint a Recorder to fulfill the powers and duties of this position. The selection of the Recorder will be based on their education, experience, and other qualifications ensuring that the individual is suitably qualified for the position of City Recorder as defined by ordinance.**

~~**Section 2. Powers and Duties. The Recorder shall act as Clerk of the Council and shall keep plain and correct records of all business and proceedings of the Council. He/she shall maintain a file of all papers presented to him/her officially, and safely keep all files, records and papers of the corporation pertaining to his/her office, and these shall be open to the public. At the expiration of his/her term of office, he/she shall turn over to his/her successor any and all records, books, and papers pertaining to said office. The Recorder must draw all orders for the proper payment of monies against the proper funds that have been appropriated by the City Council, and, together with the Mayor, sign the same. He/she may make periodic audits of all City accounting records. The Recorder, shall, as soon as the Council shall make a general levy of the taxes for the city, certify the same, together with any and all special benefits and assessments then due, to the Clerk of the County Court. The Recorder shall record, in a book to be kept for that purpose, all ordinances and resolutions passed by the City Council, and the same shall be signed by the Recorder, as well as signed and approved by the Mayor therein.**~~

Section 3. ~~**Vacancy A willful absence of the Recorder from the City for more than thirty (30) days without the consent of the Council carelessness or inattention to the duties of the Recorder, shall be grounds for the Council to declare the office vacant; and it may fill such vacancy in the same manner as vacancies in the office of Council members are filled.**~~

~~**Section 4. Absence In the Recorder's absence, the Mayor**~~ **City Manager** ~~**shall appoint a Clerk of the Council Pro Tem who, while acting in that capacity, shall have all the authority and duties of the Recorder.**~~

JOB DESCRIPTION

CITY OF ASHLAND

OVERTIME: __ Exempt _x_ Non-Exempt

JOB TITLE:	**City Recorder**
CLASSIFICATION:	Confidential
DATE:	January 9, 2024

PURPOSE OF POSITION:
Under general supervision of the City Manager, this position acts as the Clerk of the City and performs administrative duties, program support and specialized work as the City Recorder to maintain the custody and management of official City records. Oversees public records retention and management for the City. Ensures compliance with applicable laws governing public meetings, retention of official records and documents, and local elections. Responsible for the coordination and appropriate noticing of City Council meetings and standing committee meetings and prepares and distributes agendas and informational packets. Oversees documentation of ordinance and Charter changes; interact with the public and public officials from the City and other agencies on public records requests and elections inquiry. Performs other related duties as required.

SUPERVISORY RESPONSIBILITIES:
May directly supervise subordinate administrative/clerical staff if necessary; however, supervision is not a regular function of this position. May also provide training and orientation to Committee and Commissions members, elected officials, and departments regarding records management.

ESSENTIAL JOB FUNCTIONS:
The duties listed below are only intended as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related and/or a logical assignment to the classification.

Serve as the ex-officio Clerk of the Council and attend all meetings of the Council; oversees distribution of Council agenda and packets, assists departments with preparation of packet documentation and reviews agenda for completeness.

Works with the City Manager and City Attorney to ensure compliance with public meetings law; drafts, edits and submits council meeting minutes for approval and posting. Attend Council meetings to take minutes of the meetings, conduct roll-call votes; set up and strike the meeting room before and after meetings, and obtain Mayor's signature on ordinances, resolutions and contracts. Keep track of ordinance and resolution numbers; and assign numbers to new ordinances and resolutions. Produce minutes of the meeting, capturing actions and deliberations of the City Council.

Function as the City Elections Officer, responsible for process of preparing, overseeing and filing of all pertinent election materials for candidates, ballot measures and required finance/campaign reports in local elections in cooperation with the Jackson County officials responsible for conducting elections; works with candidates and newly elected officials providing election information and proper paperwork. Educate city staff on restrictions on political activity as public employees.

Oversee City-wide records management and retention; maintain, coordinate and distribute approved municipal code, ordinances and resolutions to appropriate commissions and staff. Prepare, record and post council approved code, ordinances and resolutions.

Perform administrative support functions for City boards and commissions. Ensure that the Ashland Municipal Code (AMC) is updated to reflect ordinance enactments and made available electronically.

Provide information to the public regarding public records, and review requests for information to determine, in coordination with the City Attorney, legal obligations for release of information under Oregon Public Records Law. Respond appropriately to the public regarding requests for information and provide cost estimates for requests that involve extensive staff research for records.

Prepare, issue and record all cemetery deeds; maintain docket of City liens and prepare lien reports as requested; maintain file of legal notices; keep City Charter available to the public. Process liquor license requests.

AUXILIARY JOB FUNCTIONS:
Maintain proficiency by attending training, conferences and meetings, and reading professional literature. Maintain work area in a clean and orderly manner and follow all safety rules and procedures established for work areas.

PREFERRED MINIMUM QUALIFICATIONS:
Education: Associate degree or two years of post-secondary study in business administration, public administration or related degree; and/or equivalent combination of education and experience sufficient to successfully perform the essential job functions. Current technical/professional knowledge of complex principles, methods, standards and techniques associated with the scope of work of a recognized profession, such as:

- Knowledge of laws, rules and regulations concerning the operation of municipal government, parliamentary procedures, and public meeting laws.
- Knowledge of administrative principles, practices, research methods, systems and operations, excellent written, verbal and interpersonal communications kills,
- Use of computer and other office equipment effectively and efficiently
- Proficiency in use of Microsoft Office applications

Experience: Five (5) years of administrative and records management experience

Desirable Additional Qualifications:
Municipal Clerk (CMC) or Master Municipal Clerk (MCC) certification, Notary Public

SPECIAL REQUIREMENTS
Possession or the ability to obtain and retain, a valid Oregon driver's license with an insurable driving record by the time of appointment. Notary Public (possession of or ability to obtain within 1 year of appointment).

PHYSICAL DEMANDS OF POSITION:
The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1) Mobility: frequent sitting for long periods of time; occasional bending or squatting. (2) Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. (3) Vision: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. (4) Dexterity: frequent use of keyboard; frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. (5) Hearing/Talking: frequent hearing and talking, in person and on the phone. (6) Emotional/Psychological: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone.

WORKING CONDITIONS:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in a typical office environment and is subject to moderate noise. Attendance at meetings outside of the normal work schedule is required.

CITY MANAGER APPROVAL _____ **Date** _____

Memo

To: City Council
From: The Legal Department, written by Carmel Zahran
Date: 1.29.23
Issue: Can the City impose a residency requirement upon an employee position of the City Recorder?

Fundamental Right To Travel:

Background: An individual has a fundamental right to migrate from state to state and to be treated equally after moving into a new state. This right does not have textual origins. Rather, the fundamental right to travel developed from case-law – like the right to privacy. Residency requirements implicate the fundamental right to travel, on the rationale that residency restrictions can deter someone's freedom of travel. If a restriction is classified as "**durational,**" the court applies strict scrutiny. For strict scrutiny, the burden is on the government to prove the law is necessary to achieve a compelling governmental interest. If a restriction is classified as "**bona fide**" the court will apply rational review. For rational review, the burden is on the challenger to prove that the law is rationally related to a legitimate government interest.

For context, examples where residency requirements were found invalid include: one-year residency to receive full welfare benefits, one-year residency to vote in state. As you might imagine, there is an array of different scenarios where the state might want to impose residency requirements, and each scenario will have to be evaluated on a case-by-case basis. *Perez v. Pers. Bd. Of City of Chicago,* 690 F. Supp. 670, 673-675 (N.D. Ill. 1988) summarized the standard of review nicely, which is still the standard of review:

> "The Supreme Court has recognized that residence requirements by their very nature implicate the right to interstate travel. Thus, the government must justify any statute, regulation or policy that denies an individual a benefit or privilege on account of the individuals status as either a non-resident or new resident. To aid the analysis, the Supreme Court classifies residence requirements as 'bona fide' or 'durational,' viewing the latter as potentially a greater burden on the right to travel and accordingly warranting closer scrutiny.
>
> A bona fide residence requirement restricts the receipt of certain benefits, services or privileges to current residents and is constitutional if it can withstand 'minimum scrutiny', that is, the government can prove that the requirement is rationally related to a legitimate policy goal. The Supreme Court has invariably upheld bona fide residence requirements:
>
> > A bona fide residence requirement, appropriately defined and uniformly applied, furthers the substantial state interest in assuring that services provided for its residences are enjoyed only by residents..."
>
> Durational residence requirements, on the other hand, differentiate between new and old residents, requiring an individual to reside in a jurisdiction for a specified period of time before becoming eligible for a benefit or service. Durational requirements in effect penalize during the qualifying period those individuals who have recently traveled to and established residence in the state or municipality. *Dunn v. Blumstein,* 405 U.S. 330, 334 (1972). If the benefit or privilege is so substantial that its denial to new residents in a jurisdiction deters individuals from taking up

residency in that jurisdiction, the residence requirement significantly impacts interstate travel and runs afoul of the Constitution if the government cannot prove that the requirement is necessary to meet a compelling state interest (strict scrutiny).

Application: Applied here, the residency restriction falls within the durational leg of the analysis. Bona fide restrictions pertain more to benefits. While someone can always make the strict scrutiny argument, I believe this restriction would be evaluated under the rational basis tests. A lot of the other durational cases involve individuals who were restricted from an employment opportunity after they had proven their residency (e.g. 1-year or 3-year, 60-day proof of residency before eligible). Here, the proposal is arguably less severe since it doesn't put on that additional time requirement.

This case mimics *Walsh v. City & Cnty of Honolulu,* 423 F. Supp. 2d 1094 (2006), which appears to be the main 9th circuit case that addresses this question. Similar to the proposal by Council, this case required an applicant be a resident.

In *Walsh,* the court found that Hawaii's condition of employment fell was subject to rational basis review and granted a preliminary injuntion against the city (the defendants). However, the *Walsh* court did not find that any of Hawaii's stated reasons for the residency restriction were rationally related to the statute. Rather, the court surmised that the restriction was to prevent migration to Hawaii (there were previous cases to lend this view). Additionally, some of the arguments the court considered but dismissed as being insufficient were: (1) loyal, committed employees to prevent quick turnover, (2) non-residents being more likely to leave after hire, (3) a general inability by the City to articulate the practical difference between residents and non-residents, (4) the rationale that residents better understand local issues since the residency requirement had no rational connection to whether the applicant had the capacity and fitness, (5) environmental concerns.

Other considerations: Another argument that residency has been brought up as been under an Equal Protection, disparate impact argument (sometimes called an unintentional discriminatory practice). The issue would be if the residency requirement would have a disparate impact a protected class (e.g. *NAACP v. Town of Harrison,* 907 F.2d 1408). Disparate impact arguments rarely come up in residency cases (they are more reserved for housing discrimination cases). There is a significant work-up involved in litigating those cases and the low-hanging fruit argument is outlined above. But, in theory, someone could look into it if it turns out that the practice has an unintentional discriminatory effect.

Conclusion: On par, it is advisable to *not* add in the residential requirement. Someone can always make the strict scrutiny argument. But beyond that, it strikes me that the arguments made for mandating that the recorder be a resident are similar to what the *Walsh* court said was not rationally related to a legitimate state interest. The *Walsh* case was slightly different in that it came on the heels of other Hawaii cases that tried to restrict migration to the islands – which, I can only imagine involved some deeper political interests. Here, Ashland does not have that same stain. Nonetheless, the arguments are the same and the court found them insufficient.

Another point of emphasis is that the other areas of employment where residency is given a radius is specifically related to that person's type of employment (i.e. utility and public safety employees) so that they can have a quick response time in the event of an emergency. The restriction, however, is not for residency. The fact that the recorder job is largely administrative (except for council meetings) weakens the argument that residency is rationally related to the restriction.

CITY OF ASHLAND
Better Together

February 6, 2024

Oregon House Speaker Dan Rayfield
Oregon Senate President Rob Wagner

RE: Capital Construction Request – Emergency Communications of Southern Oregon (ECSO 911)

Dear Speaker Rayfield and President Wagner,

The Ashland City Council is submitting this letter with our strong support for the Capital Construction Request on behalf of Emergency Communications of Southern Oregon (ECSO 911) and their current county-wide public safety radio infrastructure build-out project.

ECSO 911 is an ORS 190 organization comprised of approximately 30 law enforcement, fire, and emergency medical service providers in the region. ECSO 911 serves all of Jackson County and Crater Lake National Park, providing 911 call handling and dispatching services to citizens and public safety agencies. The service area of the member agencies also includes parts of Josephine, Klamath, Douglas, Curry and Siskiyou (CA) Counties.

In 2014, ECSO 911 began a study and preliminary work on upgrading the outdated public safety radio infrastructure to modernize the system and provide more robust coverage in our geographically diverse region. After conducting the study and consultation with a national radio consulting firm, ECSO 911 approached Jackson County voters with a $28,000,000 measure in 2019 to approve general obligation bonds to improve the public safety radio system. The measure passed with 58% voter approval.

Bonds were issued by Jackson County in 2020 and the project moved forward. As a result of inflation, unexpected circumstances, and expenses beyond the control of ECSO 911, the cost for completing the project has increased. ECSO 911's conservative estimate of a budget shortfall is approximately $4.5 million.

We are facing a critical timeline. Bond proceeds must be spent by March 2026. For the system to go live, construction must be completed in 2024, and the new system must be up and running simultaneously with the current one for approximately six months. Services will then shift to the new system, which must also be operated for a few months before system acceptance. The final release of bond funds hinges upon final system acceptance. Cleary, every month counts.

Our region is extraordinarily vulnerable to wildfire—six of the top ten communities at risk of wildfire in Oregon are within Jackson and Josephine Counties. With the rising threat of wildfire, a Cascadia earthquake event, severe storms and other climate-related extremes, reliable emergency communication is imperative.

The Ashland City Council respectfully requests the Oregon Legislature support the Capital Funding Request made on behalf of ECSO 911. While residents of the region have stepped up with a bond initiative, additional funding is vital to the safety of citizens and first responders in the region.

Sincerely,

Tonya Graham, Mayor, City of Ashland

Office of the Mayor, City of Ashland
20 East Main St.
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488.6002
tonya@council.ashland.or.us
council@ashland.or.us (email all of Council)

Better Together

Council Business Meeting

February 6, 2024

Agenda Item	2024 Council Retreat	
From	Sabrina Cotta	Interim City Manager
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

An annual City Council planning retreat will take place this Spring to discuss work plan priorities and initiatives without the consideration of business actions.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City services.

BACKGROUND AND ADDITIONAL INFORMATION

Proposed location: Ashland Hills Hotel or like location

Proposed dates: March 8th | March 15th | March 22nd

Tentative Proposed agenda:

9:00AM- 10:00AM Council training: Roles and Authority of High Functioning Council

10:00AM-11:00AM Ethics Awareness: Understanding your legal obligations

11:00AM-12:00PM Community Engagement and Communications Overview

12:00- 1PM Lunch

1PM- 3PM Workplan overview & discussion

FISCAL IMPACTS

Estimated room rental: $1400 budgeted in Mayor & Council budget

DISCUSSION QUESTIONS

Is Council in agreement on proceeding with a retreat? Does Council have any suggestions for any additional agenda topics? Which March date works the best for the retreat?

SUGGESTED NEXT STEPS

Determine which date works for Council. Staff will proceed with arrangements.

REFERENCES & ATTACHMENTS

N/A

Better Together

Council Business Meeting

February 6, 2024

Agenda Item	Fee Waiver Request - Habitat for Humanity Affordable Housing	
From	Linda Reid	Housing Program Manager
Contact	Linda.reid@ashland.or.us 541-552-2043	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

Habitat for Humanity is requesting the City Council waive fees totaling $9,617.24 for a project involving two affordable housing units. The fees include $2,959.15 per unit for the Community Development Fee and $1,849.47 per unit for Engineering Services Fee. The construction of these units is mandatory as per a previous planning approval, but the decision to waive these specific fees is at the discretion of the City Council.

BACKGROUND AND ADDITIONAL INFORMATION

In 2021 The City of Ashland approved the annexation of a 7.9 Acre parcel with Planning Action T3-2021-00003. Condition H(9) of Planning Action T3-2021-00003 required the dedication of lots to a non-profit affordable housing provider to satisfy the annexations affordable housing requirement. Two of the lots designated for affordable housing were dedicated to Habitat for Humanity Rogue Valley (HFHRV). The affordable housing units to be developed by HFHRV are deed restricted to be affordable to homeowners at 80% AMI and below and therefore qualify for a deferral of the System Development Charges (SDCs) assessed on those properties as per Resolution 2020-24. The units are required to be affordable as a condition of the planning approval and in accordance with ALUO 18.5.8.050.G and Resolution 2020-24 these units are not automatically eligible for an additional waiver of Community Development and Engineering fees, however a waiver of Community Development and Engineering fees may be approved at the discretion of the City Council.

Resolution 2020-24, Section 1.1:

> *All qualifying ownership or rental units required to be affordable through density bonuses, annexation, zone change, condominium conversion, or other land use approval under the Ashland Land Use Ordinance (ALUO) shall not be eligible to receive a waiver of the Community Development and Engineering Services fees Associated with the development of said affordable units unless a waiver is approved by the Ashland City Council.*

The affordable housing development does qualify to receive an automatic deferral of System Development Charges in accordance with Resolution 2020-24, Section 1.2:

> *All qualifying ownership or rental units required to be affordable through density bonuses, annexation, zone change, condominium conversion, or other land use approval under the*

ALUO [Ashland Land Use Ordinance] shall be eligible to receive a deferral of the System Development Charges associated with the development of said affordable units.

The two mandatory affordable housing units are eligible for an automatic deferral of $27,382.14 in System Development Charges. This deferral is separate from the requested waiver of Community Development and Engineering fees. In 2022, the City granted Habitat for Humanity Rogue Valley (HFHRV) $60,000 from the Affordable Housing Trust Fund (AHTF) to enhance energy efficiency in these units, ensuring they match the standard of the market rate units in the development. The amount of this AHTF grant could be revised based on the specific energy efficiency improvements HFHRV decides to implement.

FISCAL IMPACTS

The non-collection of fees for this project, amounting to $5,918.30 for the Community Development Department and $3,698.94 for the Engineering Department, will lead to a corresponding decrease in revenue for these departments. The proposed fee waiver does not require an expenditure of City funds.

SUGGESTED NEXT STEPS

I move to waive the fees for two affordable housing units developed by Habitat for Humanity, consisting of $5,918.30 in Community Development Fees and $3,698.94 in Engineering Services Fees, for a combined total of $9,617.24.

REFERENCES & ATTACHMENTS

Attachment 1: Ashland Fee Waiver requests
Attachment 2: Rogue Valley HFHRV 501c3 letter

CITY OF
ASHLAND

APPLICATION FOR QUALIFICATION
FEE WAIVER REQUEST
Community Development and Engineering Services Fees

APPLICANT INFORMATION

Name Of Organization : Habitat for Humanity Rogue Valley
Name of Applicant John Fields
What type of Organization? (CHDO, CDC, Inc, LLC, LLP, sole proprietor, etc.) Non Profit Corporation 501 (C) (3)
Who will sign the Regulatory Agreement? Denise James
What is their position within the organization? (Director, Board, owner, president, etc) Executive Director
Address: 2233 S. Pacific Hwy City Medford Zip 97501
Phone: 541-773-3411 Fax:

PROJECT INFORMATION

Is there City of Ashland funding in the Project? How much? No
Project Address: 194 Village Park Dr. Ashland, OR 97520
Assessors Map and tax lot #: 39 1E 10 TL Lot 12 of the Beach Creek sub division Permit # TBA
Brief Project Description: # of Units- New ___1__ Rehab _____ Total ____1 Mixed use?:no
Note: a completed fee waiver request is required for each unit covered under a separate building permit.

OWNER OCCUPIED UNITS		RENTAL HOUSING UNITS	
Affordable to Households @ 80% AMlor Below (see attached for incomes by family size)		Affordable to Households @ 60% AMI or Below (see attached for allowable rents by family size)	
Sales Price of Affordable Unit(s)	$241,000 farnily size: 3	Rent (Tenant Paid)	$
Number of Units by Bedroon Number:	1 -3 bedroom 1 3br	Number of Units by Bedroon Number:	1bdr 2br 3br

Household Income (if known): _ 62,050.00

REQUIRED EXHIBITS FOR APPLICATION (ATTACHED)

x	501 (C) (3) Certificate of Incorporation (if applicable)
x	Evidence Of Property Ownership Or Site Control (Partition Map and Warranty Deed)
x	Cover Letter describing project and request.

ESTIMATED FEE WAIVERS REQUESTED

Building Permit Submittal Date	10/30/2023	Permit #: BD TBA
Community Development Fee (per building permit calculation)	$2,959.15	
Engineering Services Fee (per building permit calculation)	$1,849.47	
TOTAL FEE WAIVER REQUESTED (Does not include SDCs)	$4,808.62	

CERTIFICATION

Applicant certifies the following:

- For **rental projects**, 1) unit(s) **rents will be restricted** to 0-60% Median Family Income Households for a period of not less than **30 years** and 2) tenants meet **income guidelines**.
- Units must be rented or leased at rent levels that do not exceed the maximum allowable rents for the targeted income during the required Term of Affordability. Please see attached for current rent schedules
- Applicant will providethe City of Ashland a certification of rents and occupancy requirement within 60 days of initial occupancy and at any change in tenants.

- For **homeownership projects**, 1) sales price of affordable units to be consistent with SDC Deferral Program requirements and 2) have household incomes **not exceeding 80% of Median Family Income**.
- The Applicant has the burden of proving to the City Housing Program Specialist's satisfaction that rents and , housing prices in fact, qualify for this exemption. In the event a qualifying Low Income Housing development fails to maintain qualifying rent or price levels, the amount the Owner must repay will be determined to be in accordance with the SDC Deferal Program resolution 2006-013.

Organization HABITAT For Humanity Rogue Valley

Contact: John Fields **Phone:** 541-944-2262 Email:John@golden-Fields.net
Authorized Signatory (type or print): Denise James 541-773-3411 **Date**
Signature Denise James

CITY OF ASHLAND APPROVAL

Signature **Date**
Approval Granted by City Council

CITY OF
ASHLAND

APPLICATION FOR QUALIFICATION
FEE WAIVER REQUEST
Community Development and Engineering Services Fees

APPLICANT INFORMATION

Name Of Organization : Habitat for Humanity Rogue Valley
Name of Applicant John Fields
What type of Organization? (CHDO, CDC, Inc, LLC, LLP, sole proprietor, etc.) Non Profit Corporation 501 (C) (3)
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What is their position within the organization? (Director, Board, owner, president, etc) Executive Director
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x	Evidence Of Property Ownership Or Site Control (Partition Map and Warranty Deed)
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Organization HABITAT For Humanity Rogue Valley

Contact: John Fields **Phone:** 541-944-2262 Email:John@golden-Fields.net
Authorized Signatory (type or print): Denise James 541-773-3411 **Date**
Signature Denise James

CITY OF ASHLAND APPROVAL

Signature **Date**
Approval Granted by City Council

Habitat for Humanity®

We build strength, stability, self-reliance *and* shelter.

June 17, 2022

Rogue Valley HFH
PO Box 688
Medford, OR 97501-0046

RE: Rogue Valley HFH, Tax Exempt Verification # 93-0971629

Dear Affiliate:

This letter will confirm that Rogue Valley HFH, with employer identification number 93-0971629 is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated Feb. 4, 2021 provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms Rogue Valley HFH, subordinate status and provides evidence of its tax-exempt status under Section 501(c)(3) of the Code.

In partnership,

Jim Mellott
VP Finance

Enclosure

Council Business Meeting

February 6, 2024

Agenda Item	Approval of a Professional Services Contract with The Freshwater Trust for a Flow Augmentation Feasibility Study-Phase 2 Thermal Benefits Analysis	
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 phase 2 "Thermal Benefits Analysis" of the flow augmentation feasibility study. This study in total is a regulatory requirement associated with the City's Wastewater Treatment Plant National Pollution Discharge Elimination System Permit (NPDES). The augmentation study has three (3) components: Feasibility, Thermal Benefits and Trading Plan Development.

The study is meant to determine the feasibility and benefits of cold water release from Reeder Reservoir along with developing a trading plan that trades cold water flow for thermal benefits in meeting NPDES requirements. It was previously determined that from late October through mid-November when under worst case scenario the Water Quality Trading (Shading) program 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

PREVIOUS COUNCIL ACTIONS

Council has taken numerous actions over the past decade that have had a nexus to renewal of the NPDES permit to ensure regulatory compliance for the Wastewater System. The Council approved

phase 1 of the Contract with the Freshwater Trust to develop the Feasibility and Limitations Study at the February 21, 2023 Business Meeting (Staff Report).

BACKGROUND AND ADDITIONAL INFORMATION

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:

Complete (February 2024 Final Report):

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. The final report on feasibility must be submitted to DEQ by March 1, 2024.

Current Proposed Scope:

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.

Future Scope and Fee Proposal:

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 excess thermal loads (ETL) limit compliance must be fully achieved by March 1, 2027.

Feasibility and Limitations Study

The Freshwater Trust is almost complete with phase 1 of the project, which is the development of the draft Feasibility and Limitations Study. The executive summary is referenced as attachment #1. The final report is in progress and will be submitted to DEQ by March 1, 2024 as required by the compliance schedule.

With respect to the Feasibility and Limitations Study, the consulting team first defined the timing and magnitude of the City's potential 2040 ETL exceedance after accounting for actions already taken. This analysis found that the City has a forecasted 2040 ETL exceedance up to 4.95 million kcal/day in the period between October 15 and November 15. This is a period when deciduous trees are typically shedding their leaves and allow more solar penetration through the tree canopy, thereby making the City's existing riparian WQT program less effective at blocking incoming solar

load. The consulting team determined through various alternatives outlined in the study that it is feasible to obtain the necessary thermal reductions through cold water release from Reeder Reservoir. The various alternatives are outlined in attachment #2, Feasibility and Limitations Executive Summary Draft.

With phase 1 essentially complete it is necessary to move to phase 2, Thermal Benefits Analysis in order to model the actual temperature benefits from the various alternatives and develop the final report required to be submitted to DEQ by March 1, 2025, per the compliance schedule. The Freshwater Trust has developed the phase 2 scope and fee document, reference attachment #1.

NPDES Permit Background

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.

FISCAL IMPACTS

The proposed fee for the scope of work is $215,038 and is budgeted for in the 2023-2025 Budget Biennium as part of the professional services allocation.

DISCUSSION QUESTIONS

Does the Council have any questions regarding phase 1 or phase 2 of the project?

SUGGESTED NEXT STEPS

Next steps include providing The Freshwater Trust with formal notice to proceed for phase 2 and submit the final Feasibility and Limitations report to DEQ.

REFERENCES & ATTACHMENTS

Attachment #1: Scope of Service- Thermal Benefits Analysis
Attachment #2: Feasibility and Limitations Study Executive Summary "Draft"

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 9, 2024

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 intended to begin contract negotiations with TFT for professional services for Phase 1 of Project #2021-12 Flow Augmentation Water Quality Trading Plan for Excess Thermal Load. The City is contracting for each phase of the project separately. Below is the proposed Scope of Work and Budget for Phase 2 submitted by TFT and its partners Jacobs Engineering Group (Jacobs) and Applied Ecosystem Sciences (AES), collectively the "Consulting Team".

Project Objectives

As outlined in the Request for Qualifications Based Proposals and summarized here, Ashland's Flow Augmentation Water Quality Trading Plan for Excess Thermal Load project will facilitate regulatory compliance with Excess Thermal Load (ETL) water quality provisions and compliance schedule requirements in the City's recently renewed National Pollution Discharge Elimination System (NPDES) Permit, effective March 1, 2022. The NPDES Permit regulates effluent discharges from Ashland's 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 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 thermal benefit Alternatives identified in Phase 1. 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 Alternatives to generate thermal benefit in Bear Creek and offset the City's ETL, including cold-water releases from

Reeder Reservoir, flow augmentation in Ashland Creek, and expansion of the City's existing riparian WQT program. 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 Alternatives identified in Phase 1 and selected by the City for further analysis. A final report on the thermal benefits analysis must be submitted to DEQ by March 1, 2025.

- **Phase 3: Water Quality Trading Plan Development** - Develop a DEQ-approved 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 Phase 1, the Consulting Team is completing a study identifying the feasibility and limitations of Alternatives for the City to offset its ETL by generating thermal benefit to Bear Creek and is supporting the City in discussing findings with the Oregon DEQ. Based on its feasibility and limitations analysis of thermal benefit Alternatives, the Consulting Team provided a recommendation to proceed with Phase 2 on November 1, 2023. The draft Feasibility and Limitations Report will be delivered to the City by January 31, 2024 with a final report delivered in February 2024, ahead of the City's deadline to submit the final report to DEQ by March 1, 2024. Contracting and initiation of Phase 2 of the project concurrent with the completion of Phase 1 is necessary to allow the City to stay on track with its NPDES Permit Compliance Schedule.

Proposed Scope of Work

Phase 2 of the project is organized into four tasks. The tasks include:

Phase 2: Thermal Benefit Analysis

- Task 1 Project Management
- Task 2 Thermal Model Development
- Task 3 Thermal Benefits Report
- Task 4 Regulatory Support

The work included under each task is described in more detail 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 February 9, 2024.
- The City will provide the Consulting Team with all data in the City's possession relating to services provided in this scope in response to data requests. The Consulting Team will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

Additional assumptions are noted under individual subtasks.

Phase 2: Thermal Benefit Analysis

In Phase 2, TFT will work with the Consulting Team to develop a stream temperature model and quantify the thermal benefits at the WWTP outfall site in Bear Creek resulting from the cold-water release and flow augmentation alternatives presented in Phase 1. TFT and the Consulting Team will also support the City in discussing findings with DEQ.

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 as required during the project duration, including to review the scope, budget, schedule, and deliverables. TFT shall prepare monthly invoices and progress reports including:

- 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 3 of the project.

Assumptions:

- Task begins in Q1 2024 and continues through Q2 2025, for a 16-month duration.
- Regular meetings will occur 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 3 contracting will occur by November 27, 2024. Upon written approval from the City, TFT will initiate preparations for Phase 3 contracting to be ready to begin Phase 3 work by March 1, 2024.

Task 2 Thermal Model Development

The Consulting Team will formalize the temperature modeling methodology and develop a stream temperature model for Ashland Creek that quantifies thermal benefits resulting from the thermal benefit Alternatives identified in Phase 1 and selected by the City for further analysis, which may include cold-water releases, flow augmentation, expansion of the City's existing riparian WQT program, and combinations thereof. The model will be capable of accounting for potential heating and cooling in Ashland Creek as thermal benefits propagate downstream to the mouth of Ashland Creek as well as any additional temperature benefit from flow augmentation (e.g., volume increases and residence time decreases). Steps in thermal model development will include (firms with lead responsibility are indicated in parentheses):

- Integrate new Reeder Reservoir water quality profile data collected fall 2023 by the City and update analyses of thermocline dynamics and temperature differences between 30-ft and 60-ft intakes, and pH and DO as related to WTP treatment (AES)
- Compile and integrate new data from 2010-2015 provided by the City in fall 2023 for additional years of reservoir water level vs intake depths as well as temperature of water entering Ashland Creek via the bypass, and update analyses based on new data (AES)
- Compile and format data needed to complete the thermal benefits analysis in HeatSource (TFT/Jacobs)
    - LiDAR data
    - Aerial imagery

    - Meteorological data
    - Stream temperature data, including data collected fall 2023
    - Stream flow data
    - Stream channel profiles
    - Water inflow and diversion points.
- Collection of limited additional field data (TFT)
    - Collection of wetted channel measurements is expected to be necessary. Channel measurements will be collected at multiple locations (up to 5 locations) along Ashland Creek to define stream bathymetry. Locations of irrigation diversions and potential stormwater inflows will also be identified for inclusion in the model.
- Develop a shade model of Ashland Creek (TFT)
- Develop a hydrodynamic thermal model of Ashland Creek in HeatSource (TFT/Jacobs)
    - Model structure set-up
    - Tuning model flow (based on limited data)
    - Calibration using stream temperature data
- Model application (TFT/Jacobs)
    - Compute change in temperature across model domain resulting from each thermal benefit Alternative
    - Quantify the thermal benefits produced at the mouth of Ashland Creek resulting from likely thermal benefit scenarios (combination of Alternatives) for the October 15 to November 30 time period of forecasted future (2040) ETL exceedance
- Identify temperature benefits at discrete locations along Ashland Creek resulting from the likely thermal benefit scenarios (Jacobs/TFT)
- Quantify ancillary benefits such as the creation and expansion of cold-water refugia (Jacobs/TFT)
- Develop regression equations to translate the range of model results into applicable ETL offset of WWTP effluent discharge. Regression equation inputs will be based on measurable indicators of changed Reeder Reservoir and Ashland Creek operations (Jacobs/TFT)
- Refine operational considerations of thermal benefit Alternatives based on updated analyses, including dynamics of Reeder reservoir drawdown given potential increases in outflow (AES/Jacobs)

Assumptions:

- The model used for this analysis will be Heat Source (thermal model) and its Shade-a-lator module (shade model).
- The region covered by the temperature model will be Ashland Creek starting at the Ashland Creek bypass at the upstream end and the confluence of Ashland Creek and Bear Creek at the downstream end.
- The annual period of time the model will be calibrated around is October 15 through November 30.

Task 3 Thermal Benefits Report

The Team will compile the core components of the model development and results into a report that documents the thermal benefits and any ancillary benefits of these actions to offset the City's ETL at the Bear Creek outfall and discusses how these results can support a Water Quality Trading (WQT) plan that includes the thermal benefit Alternatives as eligible credit-generating actions. A draft Thermal Benefits report will be provided to the City by January 2025. A final Thermal Benefits report that integrates feedback and other discussion will be provided to the City by February 2025, ahead of the City's deadline to submit the final report to DEQ by March 1, 2025.

Assumptions:

- It is assumed that the City will review and provide comments on the draft Thermal Benefits report within approximately two weeks of draft report submittal.

Task 4 Regulatory Support

The Team will assist the City in responding to questions or concerns from DEQ related to the Thermal Benefits 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 2 Timeline:

Q1 2024 – Q2 2025 for 16 months to complete

Phase 2 Estimated Cost: $215,038

Phase 2 Deliverables:

A) Monthly progress reports submitted with invoice documentation.
B) Draft Thermal Benefits report provided to the City by January 2025.
C) Final Thermal Benefits report provided to the City by February 2025, ahead of the City's deadline to submit the final report to DEQ by March 1, 2025.

Optional Task A – WTP Treatability Analysis

The Team will assist the City in further analysis of potential water treatment optimization at the new WTP required to address elevated TOC, iron, and manganese when withdrawing water from the 60-ft intake for cold water release.

Assumptions:

- Jacobs will prepare a sampling and analysis plan for the City to utilize in collecting additional reservoir water quality samples.
- The City will conduct all sampling and analysis during Oct-Nov 2024 and will provide sampling results to Jacobs.
- Jacobs will conduct analysis of potential water treatment process optimization to address elevated TOC, iron, and manganese.
- Results will be summarized in a brief (up to 5 page) technical memorandum.

Optional Task A Estimated Cost: $20,226

Schedule

The following schedule is estimated for work on Phases 1 and 2, assuming a Notice to Proceed for Phase 2 is issued on or before February 9, 2024.

	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**	**May**
Phase 1: Feasibility Study																											
Phase 2: Thermal Benefit Analysis																											

Estimated Budget

TFT will perform work on a time and materials basis. The budget for Phase 2 is $215,038, plus a budget for Optional Task A of $20,226. A detailed breakdown of hours, labor costs, expenses, and total cost by task is provided in the attached Exhibit A.

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

Exhibit A – Phase 2 budget breakdown of hours, labor costs, expenses, and total cost by task

Organization	TFT	TFT	TFT	TFT	TFT	TFT	Jacobs	Jacobs	Ja
Employee	Olivia Duren	Tim Wigington	Chris Thomas	Eugene Wier	Tommy Franzen	Heather Jones	Jason Smesrud	Enoch Nicholson	Tim
Role	Project Manager	VP - Finance & Policy	Policy Specialist	Restoration Program Manager	GIS Analyst	Bookkeeper	Principal Water Resources Engineer	Senior Drinking Water Engineer	Proje Resou i
Phase 2 (Feb 2024-May 2025) Rate	$150	$210	$165	$150	$150	$75	$289	$278	$
Phase 2: Thermal Benefit Analysis									
Task 1 - Project Management									
Monthly Invoices and Progress Reports	45					20			
Monthly Meetings with City PM	50	25	10	5	10		25		
Task Total	*95*	*25*	*10*	*5*	*10*	*20*	*25*	*0*	
Task 2 - Thermal Model Development									
Collection & Analysis of Model Input Data	5			20	80		16		
Temperature Model Development and Calibration	10			10	195		32		
Application of Model to Develop Trading Plan Metrics	20	15	40	5	25		32		
Task Total	*35*	*15*	*40*	*35*	*300*	*0*	*80*	*0*	
Task 3 - Thermal Benefits of Cold Water Releases Report									
Draft Report	50	5	10		25		20		
Final Report	20	5	5		10		14		
Task Total	*70*	*10*	*15*	*0*	*35*	*0*	*34*	*0*	
Task 4 - Regulatory Support									
Support of City in DEQ Coordination & Meetings	10	15	20	5	5		12		
Task Total	*10*	*15*	*20*	*5*	*5*	*0*	*12*	*0*	
Phase 2 HOURS TOTAL	***210***	***65***	***85***	***45***	***350***	***20***	***151***	***0***	
Phase 2 SUBTOTAL COST	***$31,500***	***$13,650***	***$14,025***	***$6,750***	***$52,500***	***$1,500***	***$43,639***	***$0***	***$1***
Optional Task A - WTP Treatability Analysis									
SAP and Coordination	2						4	8	
Treatment Process Modeling							2	24	
Draft and Final TM	2						8	18	
Optional Task A Hours	***4***	***0***	***0***	***0***	***0***	***0***	***14***	***50***	
Optional Task A Cost	***$600***	***$0***	***$0***	***$0***	***$0***	***$0***	***$4,046***	***$13,900***	

City of Ashland Flow Augmentation for Excess Thermal Load: Phase 1, Feasibility and Limitations Study

January 16, 2024
Version # 0.6 DRAFT: EXECUTIVE SUMMARY EXCERPT

Prepared for:

City of Ashland

Prepared by:

The Freshwater Trust
700 SW Taylor St., Ste. 200
Portland, OR 97205
www.thefreshwatertrust.org

Jacobs Engineering Group Inc.
2020 SW 4th Ave., Ste. 300
Portland, OR 97201

Aquatic Ecosystem Sciences
295 E Main St., Ste. 7
Ashland, OR 97250

DRAFT

EXECUTIVE SUMMARY

This report was prepared for the City of Ashland under Phase 1 of its Flow Augmentation Water Quality Trading Plan for Excess Thermal Load project. This project facilitates regulatory compliance with Excess Thermal Load (ETL) water quality provisions and compliance schedule requirements in the City's 2022 National Pollution Discharge Elimination System (NPDES) Permit. The NPDES Permit regulates effluent discharges from the City's Wastewater Treatment Plant (WWTP) to receiving waters in Bear Creek and Ashland Creek and provides three major requirements for full temperature compliance by March 1, 2027:

1. A Water Quality Trading (WQT) program for thermal offsets through riparian reforestation in the Bear Creek watershed which increases shade and reduces solar loading to waterways, with verification that credits have been obtained
2. Relocation of Ashland's WWTP outfall from Ashland Creek to Bear Creek to address compliance obligations for mixing zones, temperature, and toxics
3. Study of a WQT program for thermal offsets through cold-water releases and/or flow augmentation into Ashland Creek for thermal benefit in the fall time-period after riparian reforestation projects lose most of their shade-blocking potential, including submission of a draft WQT Plan for such a program

An evaluation of the third item, potential thermal benefit from cold-water release and flow augmentation, is broken into three project phases that match the requirements established in the City's NPDES Permit Compliance Schedule and include: (1) Phase 1: Feasibility/Limitations Study; (2) Phase 2: Thermal Benefit Analysis quantifying thermal benefits available from cold-water release and flow augmentation at the WWTP outfall site in Bear Creek; and (3) Phase 3: Water Quality Trading Plan Development.

This Phase 1 report outlines the feasibility and limitations of three major Alternatives available to the City to produce thermal offsets at its point of compliance. These Alternatives include (1) Alternative A: Release of colder water from the 60-ft intake at Reeder Reservoir into Ashland Creek, (2) Alternative B: Flow augmentation in Lower Ashland Creek, and (3) Alternative C: Expansion of the City's existing riparian WQT program. The flow augmentation Alternative was further defined to include three methods to increase flow in Ashland Creek: discharge of treated filter backwash water from the new Water Treatment Plant (WTP), additional releases from Reeder Reservoir without purchasing supplemental water supply, and additional releases from Reeder Reservoir balanced by purchasing supplemental water supply.

For the purposes of assessing the feasibility and limitations of the thermal benefit Alternatives within the context of the City's offset need, the consulting Team first defined the timing and magnitude of the City's potential 2040 ETL exceedance after accounting for actions already taken. This analysis found that the City has a forecasted 2040 ETL exceedance up to 4.95 million kcal/day in the period between October 15 and November 15. This is a period when deciduous trees are typically shedding their leaves and allow more solar penetration through the tree canopy, thereby making the City's existing riparian WQT program less effective at blocking incoming solar load. After evaluating the ability of each Alternative to offset this relatively small potential 2040 ETL exceedance, the Team identified feasibility and limitations as summarized below.

Alternative A: Release of colder water from the 60-ft intake at Reeder Reservoir into Ashland Creek

Stream temperature could be reduced by releasing colder water from deeper in Reeder Reservoir through the 60-ft intake instead of the 30-ft intake from which water is normally drawn. Reservoir water levels have historically been sufficient to operate either the 30-ft or 60-ft intake, except in rare instances such as drought conditions in 2020. For this study, we identified a threshold temperature difference of 1.0 degree C between the 30-ft and 60-ft intakes associated with thermal benefits. Historical data show that this threshold temperature difference between intake levels was present in most years until October 31, after which the thermocline typically breaks down and the thermal benefit from releasing water through the lower intake is likely to be minimal. Temperature differences between the two intakes in some years have been as great as 3.9 degrees C in the October 15 to October 31 period.

For cold-water releases to provide a thermal benefit and ETL offset, the modified operation must result in lower stream temperature at the mouth of Ashland Creek and sufficient flow must be present at the mouth to transmit that benefit. Preliminary calculations suggest that stream temperature reductions at the mouth of Ashland Creek of 0.5 to 2.0 degrees C combined with Ashland Creek stream flow at the mouth of 1.0 to 4.0 cfs may produce sufficient thermal benefits to offset the City's maximum projected future ETL excess of 4.95 million kcal/day during the period of interest. A stream temperature model of Ashland Creek is required, and will be developed in Phase 2, to quantify thermal benefit at the mouth of Ashland Creek resulting from modified reservoir operations.

Water drawn from Reeder Reservoir through either intake is released both to Ashland Creek and to the City's WTP. The impact of reservoir intake operations and water quality changes on water treatment within the WTP were assessed as part of the analysis. The primary impact on water treatment is the lower pH of water at the 60-ft intake requiring increased caustic soda for pH control in the WTP. More water quality monitoring for total organic carbon, iron, and manganese is necessary to fully understand whether drawing from the 60-ft intake will create additional water quality issues at the WTP.

The primary costs for this alternative are additional water treatment and monitoring costs. The cost of pH adjustment with additional caustic soda demand is $192/day when using the 60-ft intake, resulting in a $5,760 cost each year for 30 days of fall period operations, plus any additional water treatment costs that may be needed to address other water quality issues that require additional data and further study to define. Installation of a new temperature monitoring system at Hosler Dam with monitoring at the 30-ft and 60-ft intakes is estimated to cost $100,000.

While cost effective and operationally available, Alternative A would need to be combined with sufficient flow at the mouth of Ashland Creek to produce thermal offsets. In addition, after thermocline breakdown in late October, Alternative A would need to be combined with other Alternatives to fully offset the City's 2040 ETL exceedance.

Alternative B: Flow augmentation to Lower Ashland Creek

For flow augmentation to provide a thermal benefit and ETL offset, the modified operation must result in lower stream temperature at the mouth of Ashland Creek and sufficient flow must be present at the mouth to transmit that benefit. Flow augmentation can reduce water temperature by reducing the residence time of water in the creek and reducing heating as water travels downstream. As noted for Alternative A, a stream temperature model of Ashland Creek is required to fully assess the ETL benefits, and will be developed in Phase 2, to quantify thermal benefit at the mouth of Ashland Creek resulting from modified reservoir operations. However, relationships between stream cooling effects and stream flow were developed in Phase 1 to gauge the potential feasibility of flow augmentation on Ashland Creek. Preliminary calculations suggest that Ashland Creek stream flow at the mouth of 1.0 to 4.0 cfs combined with stream temperature reductions at the mouth of Ashland Creek of 0.5 to 2.0 degrees C may produce sufficient thermal benefits to offset the City's maximum projected future ETL excess of 4.95 million kcal/day during the period of interest.

Ashland Creek flow augmentation may be available from three sources which are presented below as Alternatives B1, B2, and B3.

Alternative B1 (Discharge of Treated WTP Filter Backwash Water): WTP filter backwash could be treated and discharged into Ashland Creek instead of into the sewer and the WWTP per current practice. With this alternative, Ashland Creek flow would increase but the temperature of a Reeder Reservoir release would remain unchanged. This alternative will not be available until the new WTP and its filter backwash treatment systems become operational in 2027-2028. The feasibility of this Alternative also assumes the new treatment system will be effective to meet discharge requirements. Due to the small flow rates made available for flow augmentation from this alternative (0.06 to 0.15 cfs), this alternative alone is not capable of offsetting all projected ETL excesses in the future. However, the reduction in sewer inflows and WWTP effluent discharges (0.1 MGD reduction from current conditions) could produce a meaningful thermal benefit by roughly halving the maximum ETL excess from WWTP effluent discharges projected for 2040 to 2.30 million kcal/day and eliminating the smaller ETL exceedances during the period of interest. Costs beyond normal operations are expected to be minimal or negligible but some additional monitoring may be required to allow treated filter backwash water to be returned to Ashland Creek.

Alternative B2 (Additional Releases from Reeder Reservoir without Purchasing Additional Water Supply): Additional water could be released from Reeder Reservoir into Ashland Creek when reservoir levels are adequate to support additional releases; in Alternative B2, no additional supply would be purchased to replace reservoir water released downstream. For this alternative, Ashland Creek flow would increase but the temperature of the Reeder Reservoir release would remain unchanged.

The release of an additional 2.0 cfs would result in 0.315 feet per day or 2.2 feet per week of reservoir drawdown. Based on an analysis of historical data (2015-2022), releasing an additional 2.0 cfs from Reeder Reservoir during October 15-November 15 was feasible (i.e., did not lower the reservoir level below the 30-ft intake) in 5 of the 8 years evaluated (63% probability) and was infeasible in 3 of the 8 years evaluated (37% probability).

Additional release would entail no additional cost unless it caused water levels to drop below the 30-ft intake, which would result in additional water treatment costs (see Alternative B3) or trigger the need to purchase water supply from the Talent Ashland Phoenix (TAP) water delivery pipeline from Lost Creek Reservoir (see Alternative B3). Some increased power generation revenue would be possible (see Alternative B3).

While Alternative B2 would have been feasible at times in recent years, growing municipal demand for the City's supply in Reeder Reservoir as well as climate change may limit the ability to release additional water in the future. By 2043, municipal water demands are projected to increase by 12-13% from current demands and future climate change is expected to reduce water supplies in the summer and fall months affecting available Reeder Reservoir water supplies. Therefore, this alternative would likely become less feasible in the future without the support of supplemental water imports. During years in which Alternative B2 is infeasible, Alternative B3 could be evaluated for application.

Alternative B3 (Additional Releases from Reeder Reservoir Balanced by Purchasing Replacement Water): More water could be released from Reeder Reservoir into Ashland Creek and additional supply would be purchased to replace reservoir water released downstream. In this alternative, Ashland Creek flow would increase but the temperature of Reeder Reservoir releases would remain unchanged. Alternative B3 is similar to Alternative B2 but addresses potential supply limitations by replacing released water with water purchased from the TAP pipeline if Reeder supplies are not sufficient on their own to fully offset the City's 2040 ETL exceedance while also meeting future demand.

Based on forecasted annual municipal demands, it is anticipated that all the City's 1,000 ac-ft annual TAP allocation will be required to satisfy projected municipal water demands by 2047, at which time this Alternative would become infeasible. Until that time, the unused portion of the City's allocation could be utilized to provide in-lieu replacement for additional Reeder Reservoir flow augmentation releases. In addition to contractual limits, water imports from TAP are also constrained by the physical ability to convey TAP water within the City's distribution system. The current TAP pipeline capacity for water deliveries to Ashland is 2.13 MGD but future upgrades are planned to increase this capacity to 3.00 MGD. In dry years such as 2018 and 2020, the unused TAP delivery capacity could have supported approximately 2 cfs of Ashland Creek flow augmentation, if the firm capacity for the Ashland TAP booster pump station were increased to 3.0 MGD.

The cost for operating this alternative includes increased TAP water costs, partially offset by increased power generation through releases from Reeder Reservoir. TAP water is purchased at a raw water rate of $810/MG but this cost is partially offset by additional power generated by releases at a benefit of $0.08/kWh. If a hypothetical 2 cfs (1.3 MGD) flow augmentation was released for 30 days, the City would spend $31,416 on TAP water purchase, offset by $2,340 of increased power revenue, for a net cost of $29,076 each year. Net costs would double to $58,152 for a release of 4 cfs (2.6 MGD) over the same period. This annual cost would only be required in years in which additional ETL offsets are needed.

Alternative C: Expansion of the City's existing riparian WQT program

This Alternative does not involve changes to reservoir operations or flow/temperature of water in Ashland Creek. Instead, additional thermal offsets would be produced by growing new tree canopy to block incoming solar radiation from waterways. The feasibility of the City's existing riparian WQT program has been proven by its successful delivery of currently targeted thermal offsets. However, program expansion to cover the City's potential future exceedance in mid-fall would need to adjust to two major factors: (1) the date of thermal offset needed in late October/early November when tree canopy is less effective at providing thermal offsets due to lower sun angle and less incoming solar load, as well as the onset of seasonal leaf drop; and (2) a more constrained supply of remaining potential project sites. Because the City's existing program is almost complete, the major components necessary to operationalize an expanded program are already in place. For example, riparian restoration is an approved Best Management Practice for thermal offset in the City's DEQ-approved WQT Plan and is part of the City's NPDES permit. However, an expanded riparian program is unlikely to be the City's most cost-effective Alternative: the Class 4 cost estimate to fully offset the City's 2040 ETL exceedance is $1.43 million to $2.42 million in 2023 dollars. This cost covers the 25-year life of a program. Further, the feasibility and cost of an expanded riparian program would be strongly tied to the willingness of specific landowners to participate. If the City wishes to consider this Alternative more thoroughly, the Team recommends that the City complete an initial recruitment check of remaining priority sites, and perhaps even secure option agreements to lock in the future right to replant for thermal offset.

Conclusion:

After studying the three alternatives presented in this report, the Team believes that the City could develop a new or expanded WQT program based on a combination of the three alternatives to achieve compliance with its excess thermal load limits. While cold-water release and flow augmentation are expected to be the most cost-effective alternatives when they are feasible, additional work is required in Phase 2 to develop a stream temperature model that will allow a more certain conclusion on the feasibility of each alternative to provide thermal benefits and the conditions under which each could offset future ETL exceedances. The Team also concluded that the City could expand its existing riparian WQT program, but this is likely to be a less cost-effective approach if Phase 2 work confirms that flow augmentation and cold-water release can offset future ETL exceedances.

In Phase 2 of the City of Ashland's Flow Augmentation Water Quality Trading Plan for Excess Thermal Load project, a complete thermal benefits analysis will be conducted that will enable the Team and the City to confirm the feasibility of flow augmentation and cold-water release. Due to the work completed in Phase 1, the Team now has the primary background datasets necessary to begin the thermal benefits analysis in Phase 2. Phase 2 will entail the development of a HeatSource stream temperature model of Ashland Creek as well as empirical equations useful for operationalizing and tracking flow augmentation and cold-water release. Phase 2 will conclude with an updated analysis of conditions over which these actions are likely feasible to offset future ETL exceedances as part of a draft WQT Plan to be developed in Phase 3.

Council Business Meeting

February 6, 2024

Agenda Item	Award of Construction Contract for Ivy Morton Waterline Project	
From	Jason Strait PE Scott Fleury PE	Project Manager Public Works Director
Contact	jason.strait@ashland.or.us Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve a public improvement contract with Central Pipeline to install a new waterline from Morton Street to Ivy Lane. The Ivy Morton Waterline project is an approved part of the Capital Improvement Plan (CIP) and a key project identified for implementation as part of the approved 2020 Water Master Plan. Bids were received from two contractors with Central Pipeline providing the low bid at $1,187,680. If the contract is approved staff will work with the contractor to develop a schedule to perform onsite activities during the Spring and early Summer of 2024.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals, Visions and Values:

- Public Safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment
- Essential Services
- Infrastructure

Department Goals:

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

PREVIOUS COUNCIL ACTION

The Council approved the 2020 Water Master Plan in August of 2020. The Ivy Morton Waterline is a recommended project within the 2020 Water Master Plan. The Council also approved the 2023-2025 CIP at the April 4, 2023 Business Meeting (Staff Report) and the budget which appropriated funds for the project at the June 6, 2023 Business Meeting.

BACKGROUND AND ADDITIONAL INFORMATION

The Ivy Morton Waterline Project has been a part of both the 2012 and 2020 approved Water Master Plans. The proposed project serves two primary purposes. The first is to connect the Crowson 8 and 4 pressure zones and eliminate the South Mountain pump station which currently provides water to Crowson zone 4. The South Mountain pump station is in poor condition and must undergo significant repairs if not taken out

of service. The second purpose is to provide higher fire flow rates within Crowson zone 4, which the current South Mountain pump station cannot achieve.

The invitation to bid for the Ivy Morton Waterline Project was posted on OregonBuys, Oregon's procurement network on November 02, 2023. Notice was given in the Daily Journal of Commerce and placed on the City's website the following day. Bids were received on December 19, 2023, with two contractors submitting bids. Both bids were deemed responsive and contained the required bonds, documentation, and acknowledgements. Bidding information is shown on the attached bid summary form (Attachment #1).

Project Description:

Install approximately 2,000 feet of buried, new, 12" class 54 ductile iron pipe from Morton Street along Waterline Road and then from Waterline Road up to Ivy Lane as shown in Attachment #3.

The pipeline will run over City rights of way and property recently acquired by Parks and Recreation. The planning process has been implemented and the notification and comment period has closed. The project will involve the removal of multiple trees identified in the plans (15) and possible additional trees which may be damaged by the installation of the pipe. The project has an engineer approved erosion and sediment control plan.

Following pipeline installation, the road will be restored and seeding, and revegetation completed as per the Oregon Standard Specifications and the Special Provisions (Attachment #4).

FISCAL IMPACTS

The Ivy Morton Waterline project is funded within the water fund using current appropriations for the biennial budget. The project will be cash funded from water rate revenues collected as outlined in the Hansford Economic Consulting water rate analysis previously presented to Council. This project will also present long-term savings to the water fund by the elimination of the South Mountain pump station, saving maintenance and electrical costs.

DISCUSSION QUESTIONS

Does the Council have any questions about the Ivy Morton Waterline Project?

SUGGESTED NEXT STEPS

Next steps include issuing notice to proceed after award of contract and to begin coordinating the schedule of work activities with Central Pipeline. Once the project schedule is developed notification to Ashland residents directly affected by the construction will be made. Modifications to plans will be considered where possible to minimize impact.

Staff will also coordinate with the City's Communication Officer about posting appropriate information on the City's website.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to award a public improvement contract to Central Pipeline for Project No. 2014-04 Ivy Morton Waterline, in the amount of $1,187,680.
- I move to request Public Works perform a new solicitation for the Ivy Morton Waterline project.

- I move to deny the contract with Central Pipeline for the Ivy Morton Waterline.

REFERENCES & ATTACHMENTS

Attachment #1 - 20231220 2014-04 Bid Summary Final
Attachment #2 - Central Pipeline Bid Form
Attachment #3 – Drawings
Attachment #4 – Special Provisions

CITY OF ASHLAND - ENGINEERING DIVISION
SUMMARY OF PROPOSALS

Project: Ivy Morton Water Line
Project No.: 2014-04
Date of Bid Opening: December 19, 2023 at 2:00 PM

Corrected Engineer's Estimate: Not Available
No of Addenda: 1

	1	2	3	4
Name of Bidder & Address	Northcore 36259 Hwy 226 Albany OR 97322	Central Pipeline PO Box 2430 White City OR 97508		
Sum of Bid	NA	NA		
Add Alternate **(Grand Total)**	($1,298,213.55)	($1,187,680.00)		
Name of Bonding Co.	Merchants Bonding Company	Old Republic Surety		
Amount of Bid Bond.	10%	10%		
Nos. of Addenda Acknowledged (should be 2)	1 of 1	1 of 1		
Completed & Signed Bid Form (including subcontract disclosure)	Yes	Yes		
Responsive Bid?	Yes	Yes		

CITY OF ASHLAND

BID AND BID SCHEDULE

NAME OF BIDDER Central Pipeline Inc

CONTACT Steve Sparkman

ADDRESS P.O. Box 2430

CITY White City STATE OR ZIP 97503

TELEPHONE NO. 541-826-2659

FAX NO. 541-826-2686

EMAIL ADDRESS cpi@centralpipeline.net

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the Ivy Morton Waterline, Project 2014-04 (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications or any supplemental documents. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site (including without limitation utility interference) or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. The undersigned has notified the City of any conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

4. A mandatory pre-bid meeting will be held. The meeting will take place at 10:00 am on November 16th at the project location, starting from the intersection of Morton Street and Waterline Road. All statements made by the Contracting Agency's representatives shall be non-binding upon the Contracting Agency unless confirmed by written addendum.

5. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: Demonstrated previous experience with a similar scope of work.

6. As Pre-qualification the bidder shall submit a list of at least five (5) previous projects of a similar scope to that described in this ITB as part of their bid package.

7. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

8. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

9. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

10. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

    Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;

    Certificates of Insurance for Liability and property damage coverage;

    Certificates of Coverage for Workman Compensation and unemployment insurance;

    All other bonds, permits, licenses, information, etc. as required in the contract documents.

11. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit

price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

12. The undersigned submits the unit prices as those at which s/he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

13. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

14. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

15. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

16. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

17. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx . The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

18. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

19. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10%, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions

of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

20. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

21. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

22. The undersigned agrees that the time of completion shall be defined in the special provisions, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

    - The work shall be commenced within thirty (30) calendar days after receipt of the written Notice to Proceed.
    - The work shall be completed in all respects within 120 calendar days from Notice to Proceed.
    - The undersigned agrees that the "Time of Completion" shall be as defined in the special provisions and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

23. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

24. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

25. The undersigned is aware that no person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

26. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

- The Bidder is X or is not _____ a Resident Bidder as defined in ORS 279A.120.

27. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

28. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

29. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

30. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

31. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

32. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

33. The undersigned, by the act of submitting a bid, affirms that the undersigned has investigated and is satisfied as to the site subsurface condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

34. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. Addenda will be posted to the OregonBuys website for download. The bidder must check the OregonBuys website frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER 1 THROUGH 1 HAVE BEEN REVIEWED

35. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid per OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form (Exhibit K).

36. Instructions for First-Tier Subcontractors Disclosure.
    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, bidder must disclose the following information about that subcontract within two working hours of bid closing:

- The subcontractor's name and address;
- The subcontractor's Construction Contractor Board registration number, if one is required, and;
- The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

THE CITY WILL REJECT A BID IF THE BIDDER FAILS TO SUBMIT A PROPERLY COMPLETED DISCLOSURE FORM WITHIN TWO HOURS OF BID CLOSING.

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

37. Bidder Information and Signature

CENTRAL PIPELINE INC
Firm Name of Bidder

Signature of Bidder

STEVE SPARKMAN
Printed Name of Bidder

PROJECT MANAGER
Official Title

OREGON
State of Incorporation

155239
CCB Number

Dated this 19TH day of ~~OCT~~ DECEMBER 2023.

Name of Bidder CENTRAL PIPELINE INC

Address P.O. BOX 2430, 97503

Telephone No. 541-826-2659

Bid Item	Spec No	Item Description	Unit	Unit Quantity	Unit Price	Total Price
1	210	MOBILIZATION/DEMOBILIZATION (5% OF CONSTRUCTION COST)	LS	1	$ 120,000.00	$ 120,000.00
2	221	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	$ 5,000.00	$ 5,000.00
3	280	EROSION AND SEDIMENT CONTROL	LS	1	$ 9,000.00	$ 9,000.00
4	00280 02320	CONSTRUCTION ENTRANCE, TYPE 1	EA	1	$ 1,500.00	$ 1,500.00
5	1160	HYDRANT ASSEMBLY	EA	2	$ 8,700.00	$ 17,400.00
6	1150	DUCTILE IRON 12" GATE VALVE	EA	7	$ 7,500.00	$ 52,500.00
7	1140	12" DIAMETER DUCTILE IRON POTABLE WATER PIPE WITH CLASS B BACKFILL	LF	1885	$ 450.00	$ 848,250.00
8	645	RECYCLED ASPHALT PRODUCTS IN BASE, 6" THICK	SQYD	105	$ 75.00	$ 7,875.00
9	1140	BLOWOFF ASSEMBLY, 2"	EA	1	$ 6,800.00	$ 6,800.00
10	NA	PIPE SUPPORT PIER	CUYD	0.8	$ 2,000.00	$ 1,600.00
11	620	COLD PLANT ASPHALT REMOVAL, 3" DEEP	SQYD	20	$ 100.00	$ 2,000.00
12	445	CONCRETE PIPE SLOPE ANCHORS	EA	13	$ 1,000.00	$ 13,000.00
13	330	14" PIPE REMOVAL	LF	507	$ 15.00	$ 7,605.00
14	330	FILL ABANDONED 14" PIPE WITH CLSM	CUYD	30	$ 200.00	$ 6,000.00
15	610	RECONDITION EXISTING ROADWAY BY CAPPING ROAD SURFACE WITH 3" OF 1"-0 MINUS CRUSHED ROCK & ADDITIONAL FILL	TON	190	$ 90.00	$ 17,100.00
16	1140	DUCTILE IRON REDUCER 12" CONNECTION TO 8" CONNECTION	EA	1	$ 1,550.00	$ 1,550.00
17	1140	DUCTILE IRON REDUCER 12" CONNECTION TO 6" CONNECTION	EA	1	$ 1,500.00	$ 1,500.00
18	1140	DUCTILE IRON PIPE TEE, 12" X 12"	EA	2	$ 5,000.00	$ 10,000.00
19	1140	INSTALL HAND TRACER WIRE HANDHOLE ACCESS POINT	EA	1	$ 500.00	$ 500.00
20	1140	WATERLINE PIGGING, HYRDO-TESTING, BACTERIAL TESTING AND DISINFECTION	EA	1	$ 7,500.00	$ 7,500.00
21	290	REMOVE EXISTING TREES	EA	15	$ 1,000.00	$ 15,000.00
22	NA	POTHOLES	EA	60	$ 300.00	$ 18,000.00
23	NA	REMOVAL OF HARD ROCK	CUYD	10	$ 300.00	$ 3,000.00
24	150	PERFORM SURVEY WORK	LS	1	$ 7,500.00	$ 7,500.00
25	290.42	TREE PROTECTION FENCING	LF	500	$ 15.00	$ 7,500.00
					Total	**$ 1,187,680.00**

STEVE SPARKMAN	1,187,680
Name of Authorized Representative	*Total Written in Dollars*
St S	12/19/23
Authorized Representative Signature	*Date*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 11:00 a.m. after a 9:00 a.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and:
    - o Deliver to the following address where it can be time and date stamped

      City of Ashland
      Community Development and Engineering Services Building
      51 Winburn Way
      Ashland, OR 97520, or

Instructions for First-Tier Subcontractor Disclosure

The City estimates that this project will exceed $100,000. As such, Bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370) if the contract amount of a first-tier subcontractor is greater than or equal to: 1) 5% of the total bid or $15,000, whichever is greater or 2) $350,000, regardless of the percentage of the total project Bid.

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Bidder will not be using any first-tier subcontractors as defined above, the Bidder is still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name IVY MORTON WATERLINE

Project Number 2014-04

Bid Opening Date 12/19/2023

Name of Bidding Contractor CENTRAL PIPELINE INC

☒ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

EXHIBIT D: BONDS (BID, PERFORMANCE, PAYMENT)

Bid Bond

We, Central Pipeline, Inc., a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "**PRINCIPAL,**" and,

We, Old Republic Surety Company, a corporation or partnership duly organized under the laws of the State of WI, and authorized to transact business in the State of Oregon, as "**SURETY,**"

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($ 10%)
Ten percent of total amount bid and no/100*** Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the *Ivy Morton Waterline Project No. 2014-14* , which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 19th day of December , 20 23.

Old Republic Surety Company	Central Pipeline, Inc.
Surety	Principal
10260 SW Greenburg Rd, Suite 1060, Portland, OR 97223	PO Box 2430, White City, OR 97503
Address	Address
By: Kristen McGillvrey	By:
Kristen McGillvrey Attorney-In-Fact	
Attorney -in-Fact	

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh,

James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of November, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 5930

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 19th day of December, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

HUB Int'l Northwest LLC

MEDFORD WATER COMMISSION
PREQUALIFICATION FORM SUPPLEMENT

(Note: The information on this form may be used by Medford Water Commission to consider whether a bidder has met the standards of responsibility as set forth in ORS 279C.375. Bidder authorizes MWC to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information shall be grounds for bid rejection.)

1) List foreman or personnel that are experienced in the installation of ductile iron water pipe, who will be on the job and wish to be prequalified:

Schuyler VanWart	
Todd Stockebrand	
Paul Sanford	
Kevin Leonardo	

2) List previous projects of similar size and scope where your firm and/or personnel have successfully completed ductile iron waterline work:

NAME OF PROJECT	ADDRESS	WATERLINE WORK DESCRIPTION	NAME OF REFERENCE	TELEPHONE NUMBER
Summerfield Phase 22	Summerfield Subdivision	New 8" waterline	Mahar Homes Inc Randy Jones	541-726-1200
Horse Arena	Colemine Road	Water/Sewer	Pacific Trend Building Dan Mahar	541-773-4385
Saddle Ridge	Saddle Ridge Subdivision	Water/Sewer	Mahar Homes Randy Jones	541-726-1200
South Stage Subdivision	Kings Highway	Water/Sewer	KDA Homes Mark Knox	541-944-7730
Kestrel Park	Ashland Oregon	Water/Sewer	KDA Homes Mark Knox	541-944-7730
Middle Fork Phase 2 & 3	Middle Fork Subdivision	Water/Sewer	Mahar Homes Randy Jones	541-726-1200

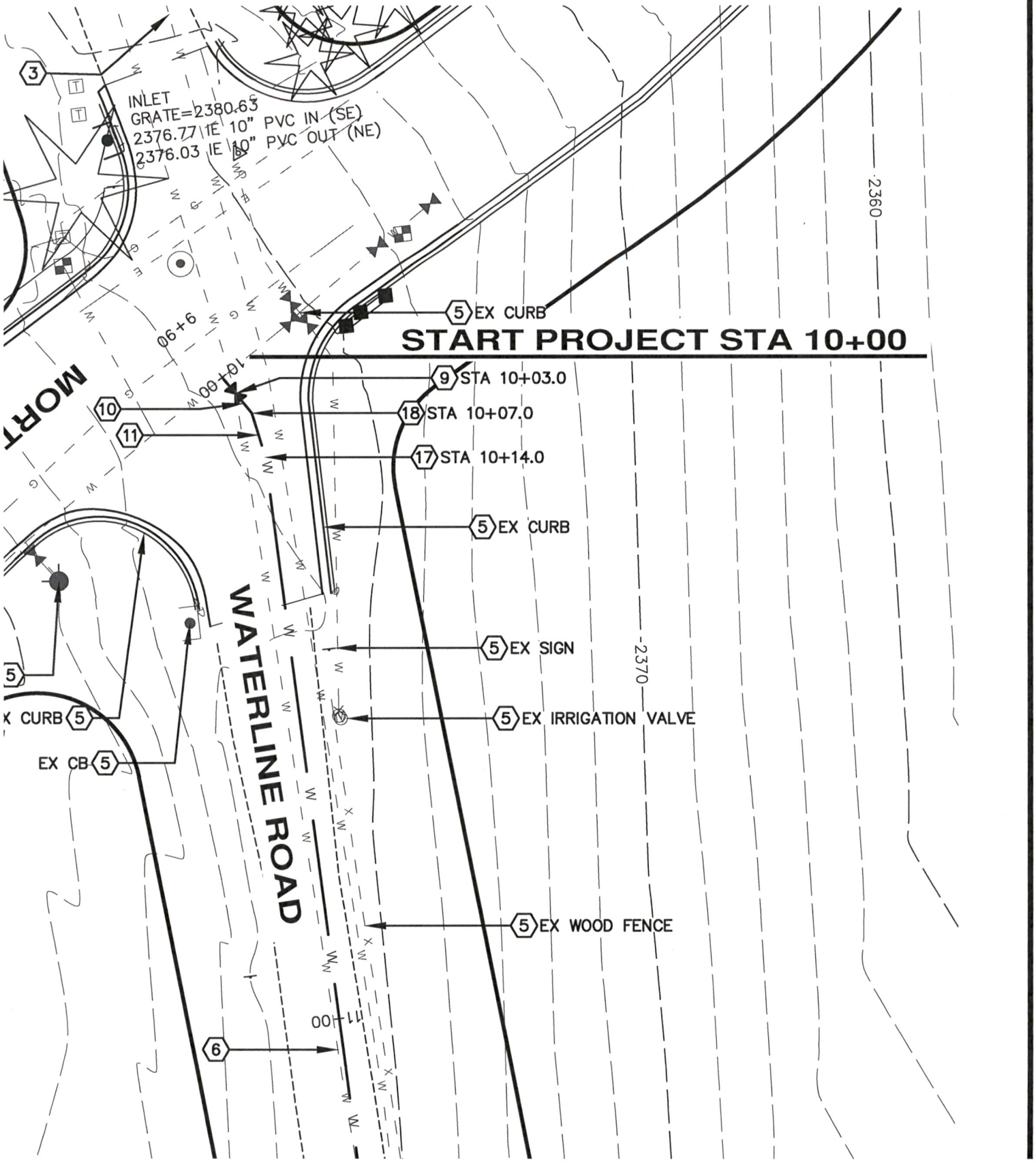
MORTON STREET TO

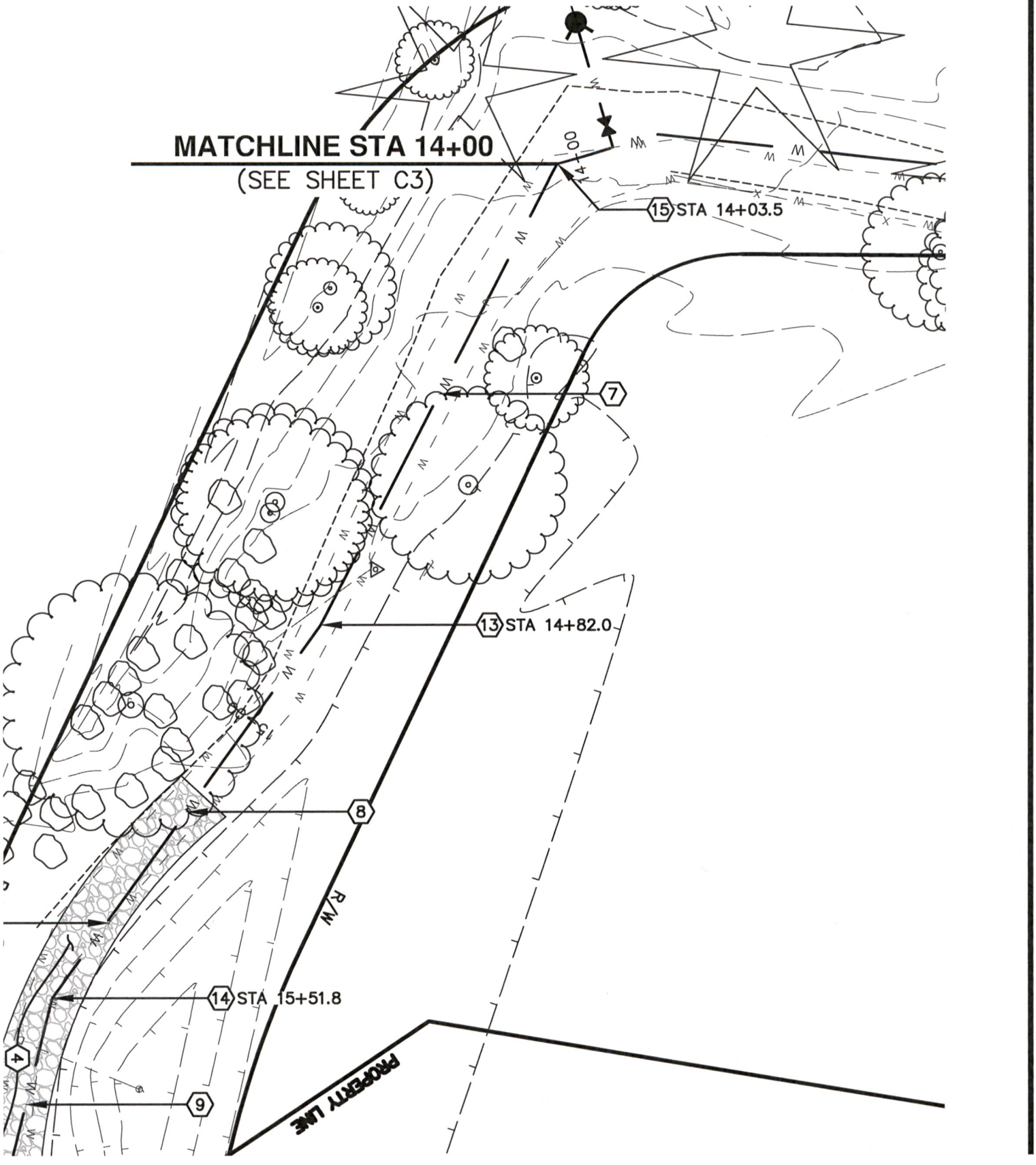
LEGEND

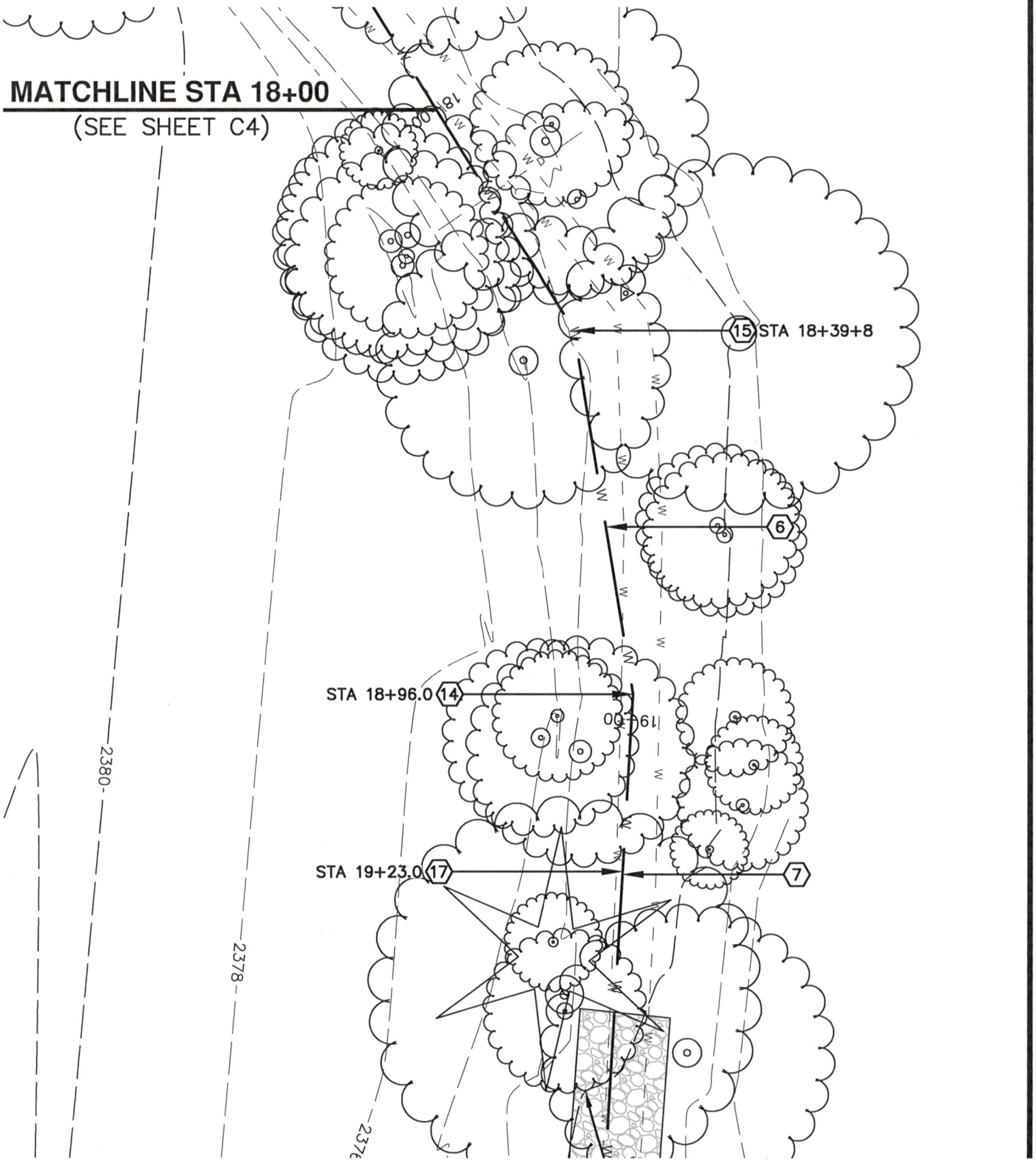
EXISTING

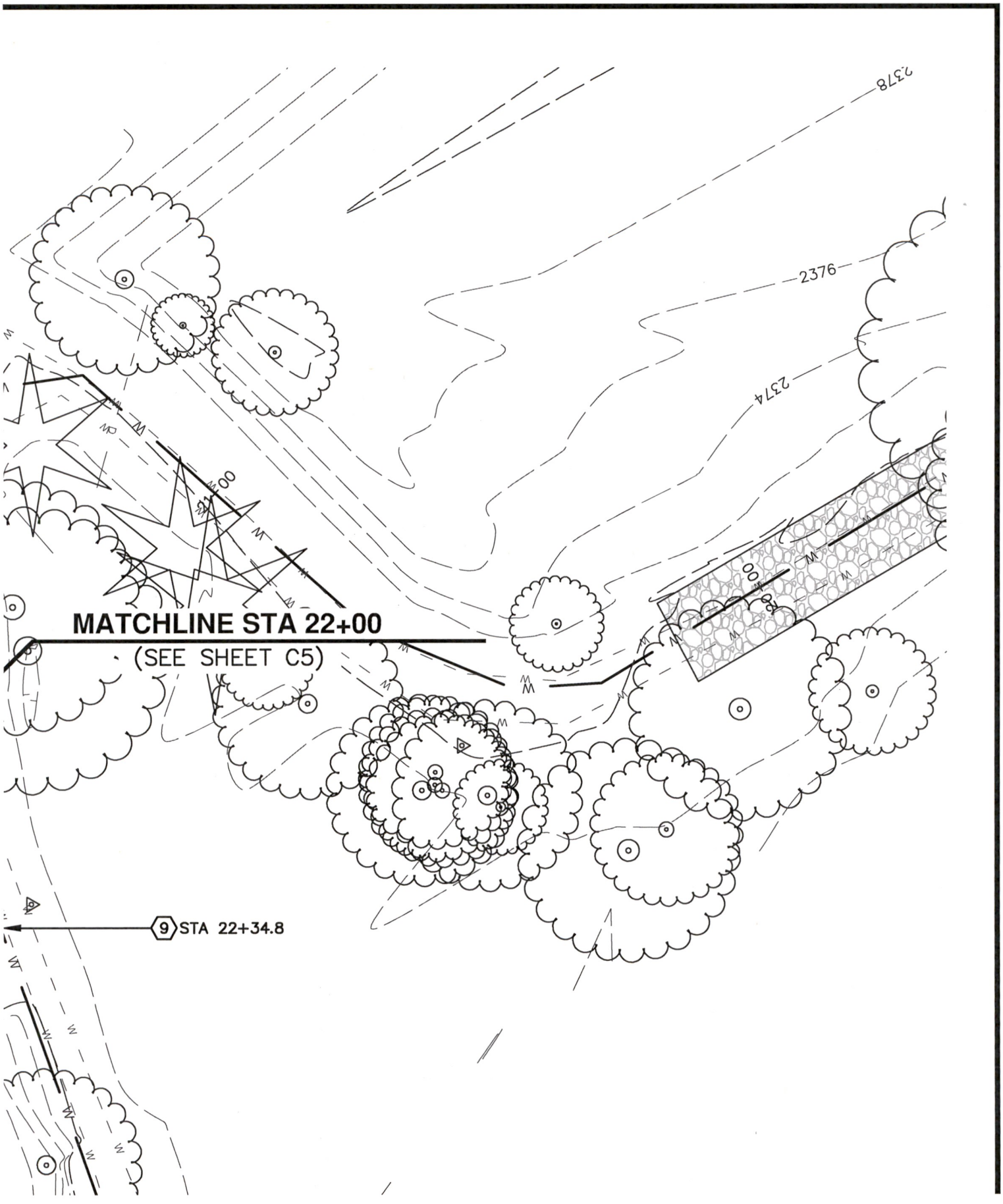
———	RIGHT–OF–WAY OR PROPERTY LINE
——-4210-——	CONTOUR LINE
— — — — W —	WATER LINE
— — — — S —	SANITARY SEWER LINE
— — — — D —	STORM LINE
— — — — G —	NATURAL GAS LINE
— — — —E(OH)—	OVERHEAD POWER
— — — — C —	COMMUNICATION LINE
— — — — X —	FENCE
	PAVED SURFACE
⊙	SANITARY SEWER MANHOLE
▣	STORM MANHOLE
⊸	POWER POLE
⋈	WATER VALVE
●	FIRE HYDRANT
Ⓧ	CORE SAMPLE

SHEET C3
2390
2388
2386
2384
2370
2360
9+90
10+00
11+00
12+00


INLET
GRATE=2380.63
2376.77 IE 10" PVC IN (SE)
2376.03 IE 10" PVC OUT (NE)
START PROJECT STA 10+00
5 EX CURB
9 STA 10+03.0
18 STA 10+07.0
17 STA 10+14.0
5 EX CURB
5 EX SIGN
5 EX IRRIGATION VALVE
5 EX WOOD FENCE
6
EX CB 5
X CURB 5
WATERLINE ROAD
2360
2370
9+90
10+00
11+00


MATCHLINE STA 14+00
(SEE SHEET C3)
14+00
15 STA 14+03.5
7
13 STA 14+82.0
8
R/W
14 STA 15+51.8
4
9
PROPERTY LINE

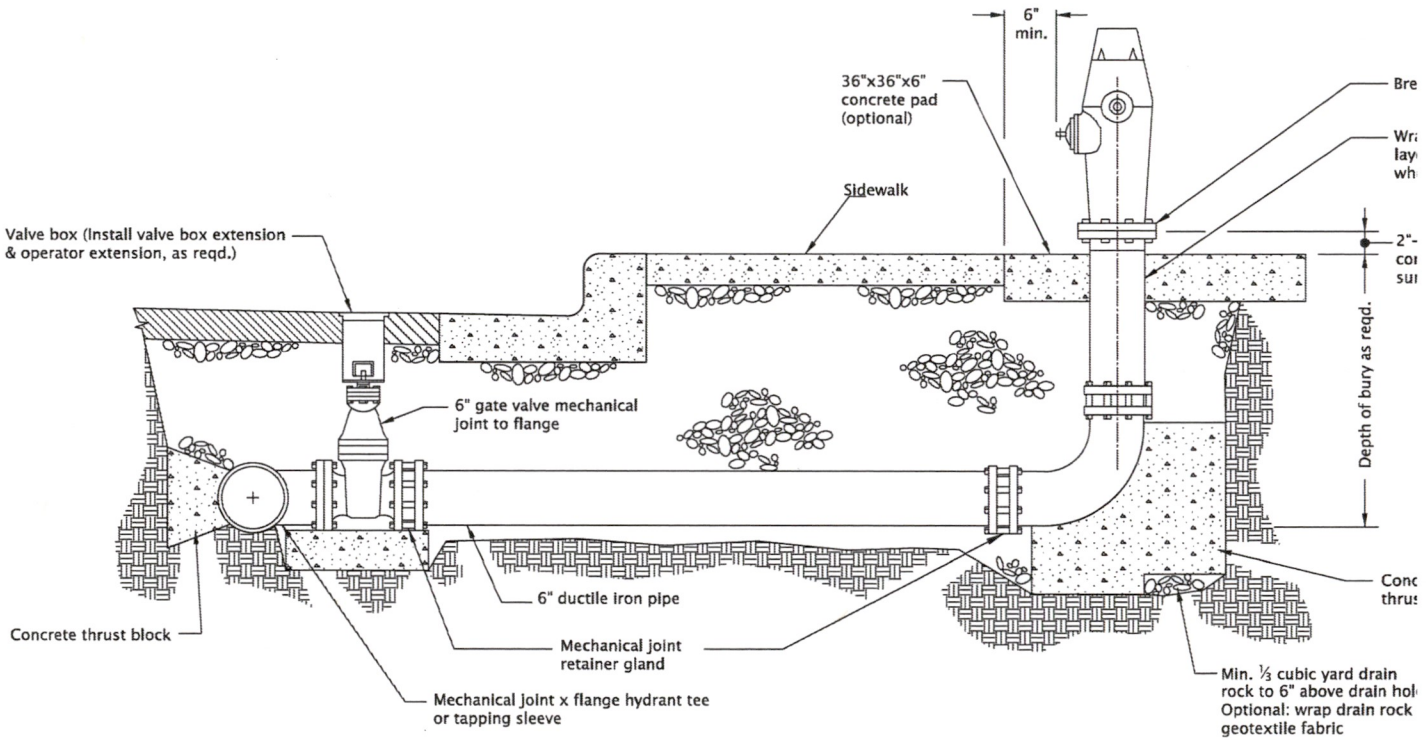

MATCHLINE STA 18+00
(SEE SHEET C4)
15 STA 18+39+8
6
STA 18+96.0 14
19+30
STA 19+23.0 17
7
2380
2378


2378
2376
2374
MATCHLINE STA 22+00
(SEE SHEET C5)
9 STA 22+34.8

TREE REMOVAL	
NO.	SIZE & DESCRIPTION
1	8" OAK
2	6" RUSSIAN OLIVE
3	6" OAK
4	8" RUSSIAN OLIVE
5	6" OAK
6	(2) 18" MADRONES
7	16" MADRONE
8	8" OAK
9	6" OAK
10	8" MADRONE
11	10" OAK
12	12" OAK
13	(4) 12" MADRONES
14	8" FIR
15	12" MADRONE

20-JUL-2020

RD254.dgn



HYDRANT ASSEMBLY

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. When pipe is shorter than 18', no joints allowed. Use mechanical joint retainer glands. Two ¾" galvanized tie rods may be used in lieu of thrust blocks for installations less than 18' long. Coat tie rods with two coats of coal tar epoxy.

6. Extensions required for hydrant systems shall be installed to the manufacturer's specifications.

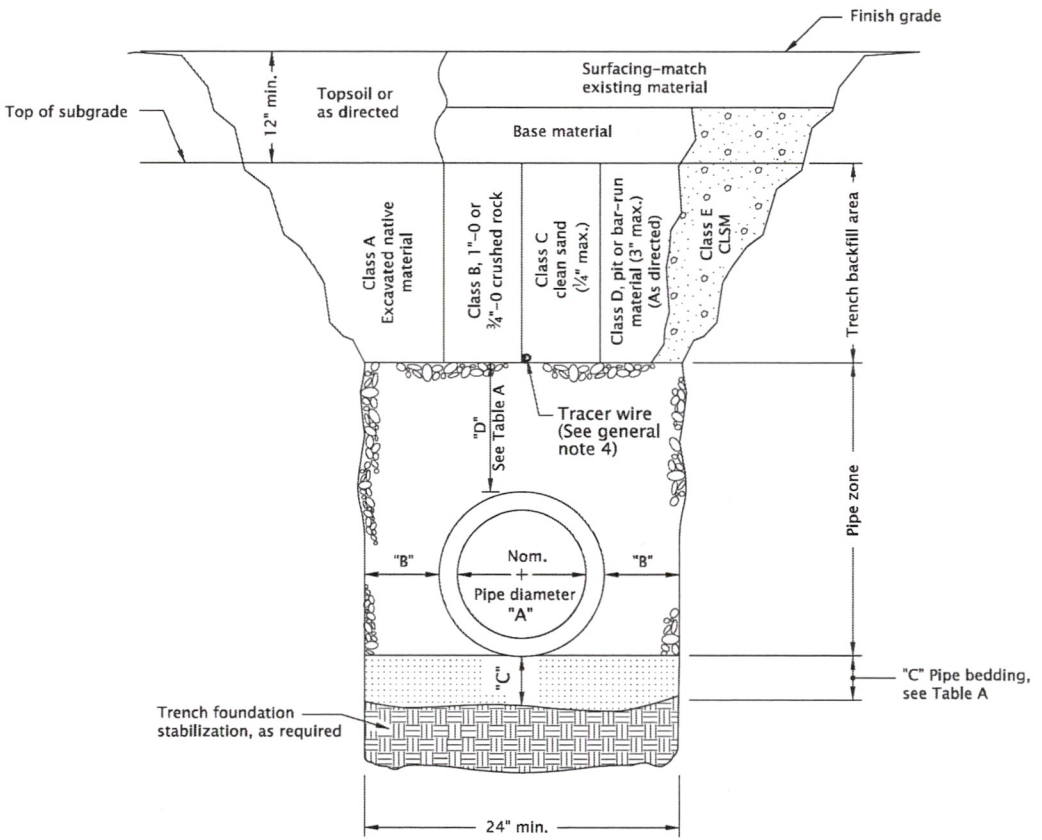
7. Hydrants shall be placed to provide a minimum of 5' clearance from driveways, poles, and other obstructions.

RD300.dgn 20-JUL-2020

TABLE A

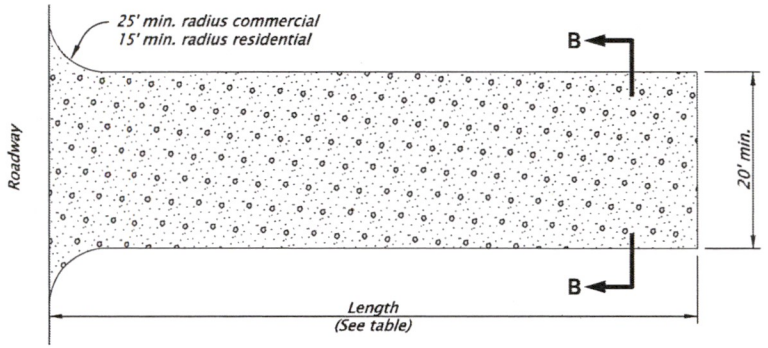
"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter, see general note 3.



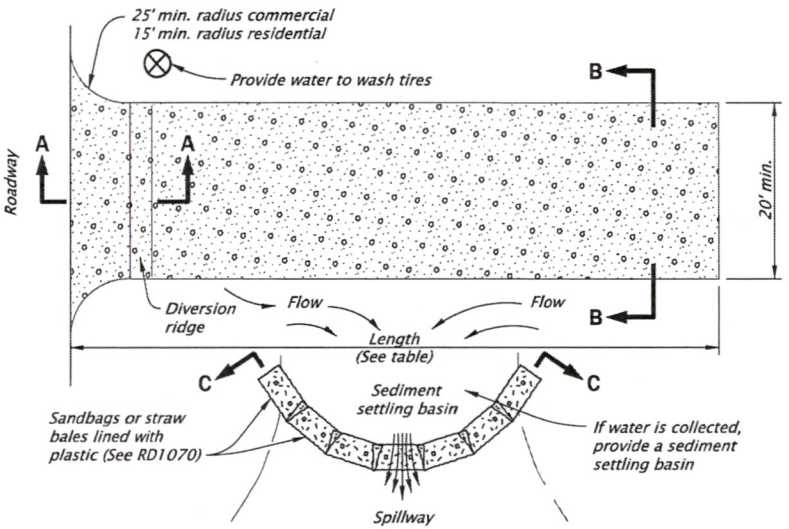
20-JAN-2021

RD1000.dgn



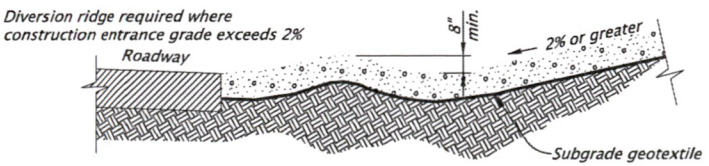
CONSTRUCTION ENTRANCE - TYPE 1

NOT TO SCALE



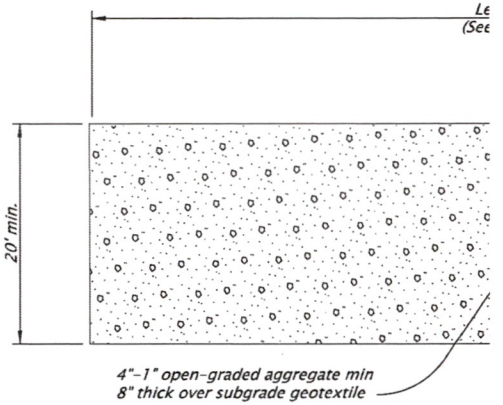
CONSTRUCTION ENTRANCE - TYPE 2

NOT TO SCALE



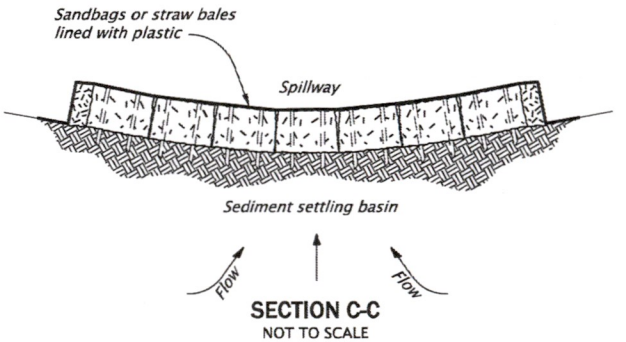
SECTION A-A

NOT TO SCALE



CONSTRUCTION ENTR
(TYPE 1 OR 2 WITH EX

NOT TO SCAL



SECTION C-C

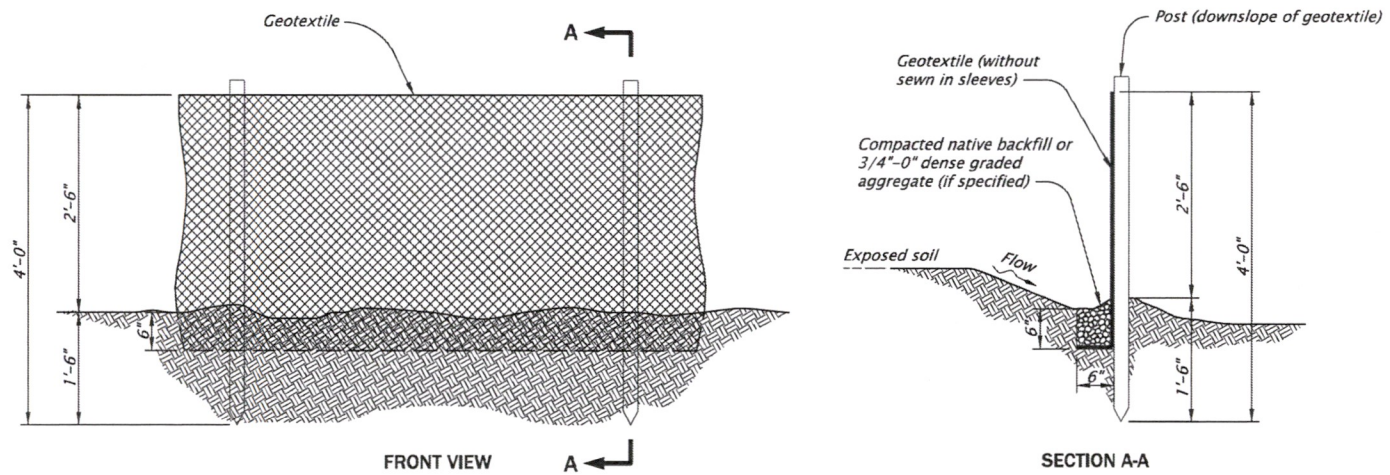
NOT TO SCALE

NOTES:

1. The Type 1 entrance is a simple entrance without a diversion ridge or settling basin.
2. The wooden ramp may be used on either Type 1 or Type 2 entrances in situations where there is curb and the curb is not removed for the construction entrance.

CONSTRUCTION ENTRANCE TABLE MINIMUM LENGTH

The sel
Standar

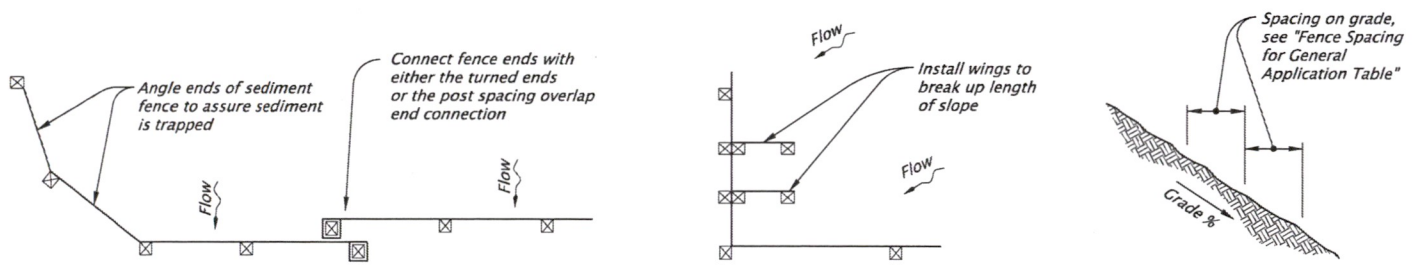


FRONT VIEW

SECTION A-A

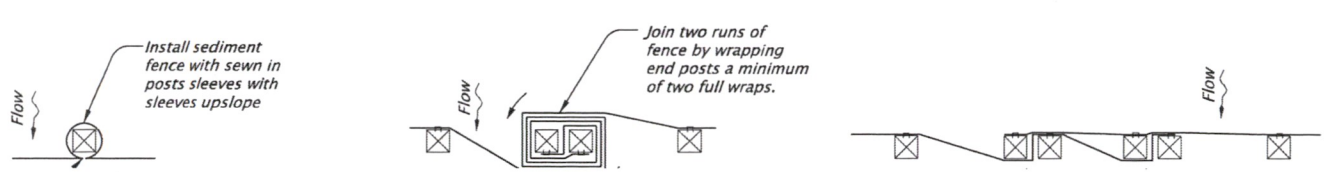
SEDIMENT FENCE AND GEOTEXTILE BURY DETAIL - TYPE 1

NOT TO SCALE



PLAN VIEW

TERMINATION AT CORNER OR PROPERTY LINE



NOTES
1. Use
2. Not
fen

GENERAL NOT
1. Use 2"x2" w
2. Posts to be
side of sedi
Position pos
from geotex
3. Compact fil
and soil on
4. Locate fenc
to the toe o
5. Wing spacin
Spacing for

The se
Standa

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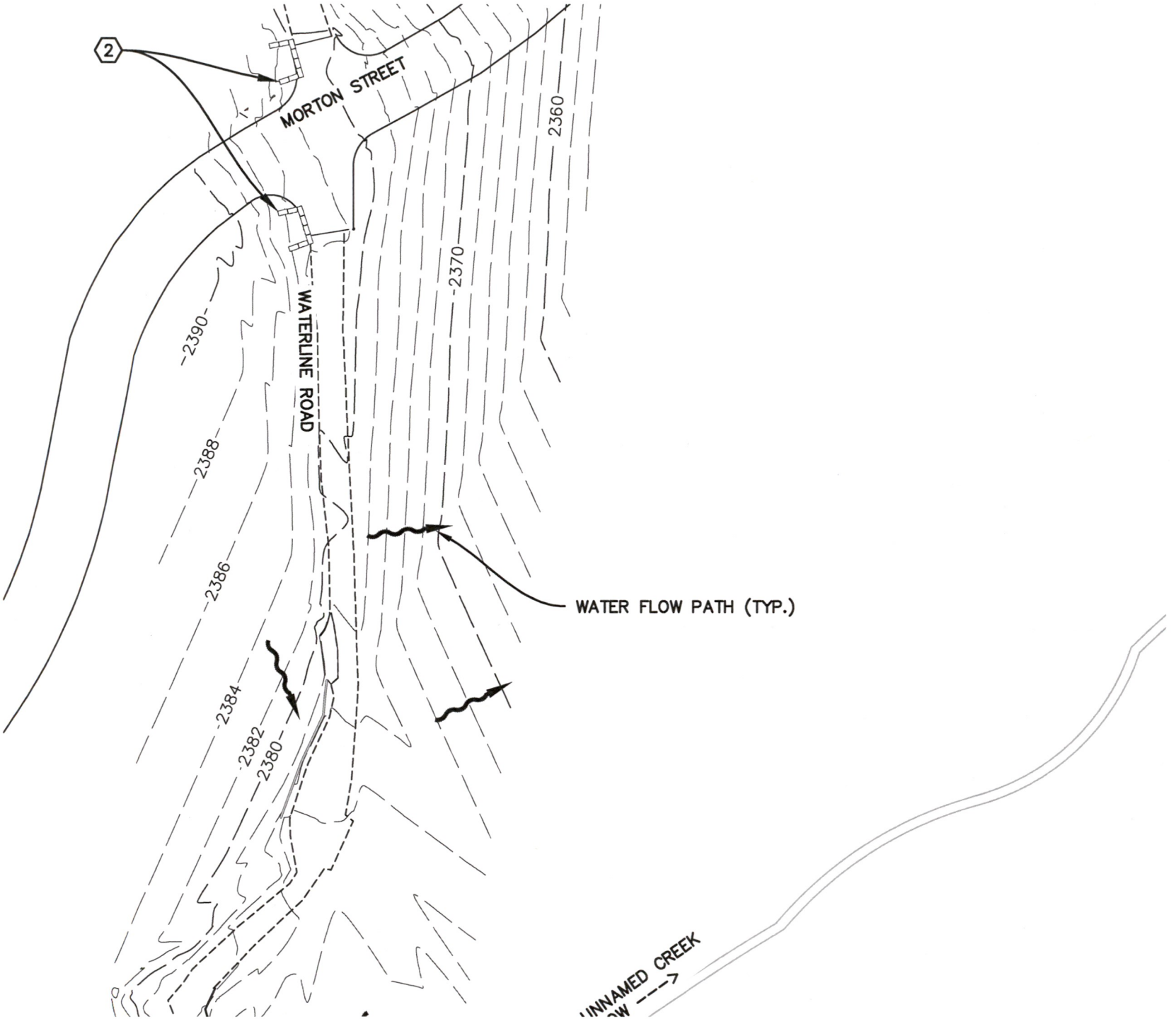
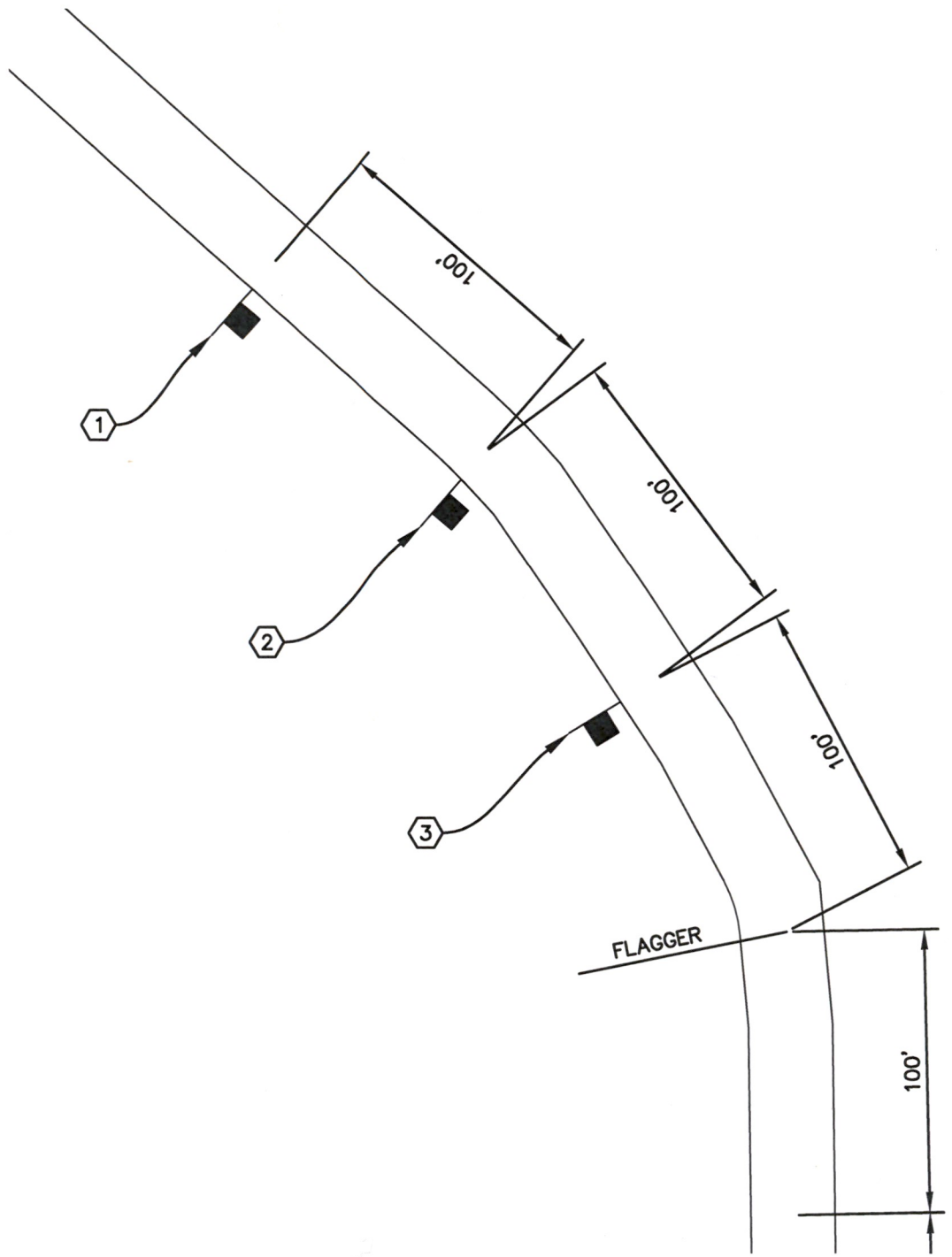

2
MORTON STREET
WATERLINE ROAD
2360
2370
2390
2388
2386
2384
2382
2380
WATER FLOW PATH (TYP.)
UNNAMED CREEK


100'
100'
100'
1
2
3
FLAGGER
100'

CITY OF ASHLAND
JACKSON COUNTY
STATE OF OREGON

SPECIAL PROVISIONS

FOR

MORTON STREET TO IVY STREET
WATERLINE REPLACEMENT PROJECT

PROFESSIONAL OF RECORD CERTIFICATION:

 EXPIRES 6/30/24 Seal w/signature Date Signed: 9/29/2023	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, drainage and sewers, retaining walls bases, wearing surfaces, permanent traffic safety & guidance systems, permanent traffic control and illumination systems, and right-of-way development and control. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00205, 00210, 00220, 00221, 00222, 00223, 00224, 00280, 00290, 00295, 00305, 00310, 00320, 00330, 00331, 00340, 00405, 00415, 00440, 00442, 00445, 00495, 00640, 00641 00730, 00744, 01140, 01150, 01160, 02001, 02040, 02470, 02475, 02480, 02485, 02510, 02690

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

PART II - SPECIAL PROVISIONS

IVY-MORTON WATERLINE PROJECT
2014-04

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Install and remove Temporary Traffic Control and Erosion Control Measures.
2. Replace ~1,510 feet of existing 14-inch steel water pipe with 12-inch ductile iron pipe along the existing waterline alignment from Morton Street to Ivy Street.
3. Add an additional ~370 feet of new 12-inch waterline from the end of the existing alignment to Ivy Street.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, his authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the Engineer. This does not include authority to approve Contract changes or semifinal and Final Inspection of the Project.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections containedin these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Locally Funded Project.

CITY OF ASHLAND SPECIAL PROVISIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
  www.atssa.com
- EquipmentWatch
  www.equipmentwatch.com
- ODOT Construction Section
  www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
  www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating - Steel Material Values
  www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
  www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Traffic Control Plans Unit
  www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
  www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Legislative Counsel
  www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
  sos.oregon.gov/archives/Pages/default.asp

00110.20 Definitions – Add the following paragraph to the beginning of this sub-section:

All of the following definitions are applicable to the standard specifications and associated special provisions.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

00120.00 Prequalification of Bidders: Delete this subsection of the Standard Specifications.

00120.01 General Bidding Requirements - Replace this subsection, except subsection number and title, with

the following:

The Agency will only accept paper Bids. No electronic Bids will be allowed. Delete any reference to electronic Bids within the 2021 edition of the "Oregon Standard Specifications for Construction".

As and when applicable, the Contractor shall maintain the certifications required by ORS 279A.107.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

City of Ashland
Morton Street to Ivy Street
Waterline Replacement Project
Ashland, Oregon
October, 2023

00120.10 Bid Booklet – In the paragraph that begins "The Bid Section includes all pages after…", add the following bullet to the bullet list:

- Certificate of non-discrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by Chapter 212, Oregon Laws 2017 (House Bill 3060).

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Add the following to the end of this subsection:

Refer to Agency's Invitation to Bid.

00120.40(f) Disclosure of First-Tier Subcontractors - Replace this subsection, except for the subsection number and title, with the following:

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents, exceeds $100,000, the Bidder shall, within 2 working hours after the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose Contract value is equal to or greater than:

- 5% of the total Project Bid, but at least $15,000; or
- $350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid by filling out the Subcontractor Disclosure Form printed from the Bid Form.

Subcontractor Disclosure Forms submitted will be considered late if not received by the Agency within

2 working hours after the time designated for receiving Bids.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this subsection with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the OregonBuys website.

Addenda may be downloaded from the OregonBuys website. Bidders shall be responsible for checking the website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing.

Bidders, not the Agency, shall be responsible for the failure of Bidders to check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published on the OregonBuys website before Bid Closing.

00120.60(a) Paper Bids – Replace ODOT Procurement Office with the City of Ashland.

00120.60(b) Electronic Bids – Delete this subsection.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

00140.90 Final Trimming and Cleanup – Add the following bulleted items to this subsection:

- Where private property(s) will be affected by construction but cannot realistically be restored to its pre-existing condition before the contractor will leave the site, agreement shall be reached with the owners of the property(s) regarding how the site shall be left and the Agency Inspector shall review the agreement before the excavation or other work begins.

- Review clean-up of areas adjacent to private property with owners or owner's agents, grade non- landscaped shoulders, parkrows, or unsightly areas caused by the construction to a smooth condition free of sudden transitions, piles, or trip hazards, unless specific objections are raised by the property owner or owner's agent, If objections are raised, contact Public Works Inspector to inspect site and provide direction. Do not negatively impact trees or other adjacent plants.

- Notify affected owners and occupants of adjacent properties of completion of clean-up prior to leavingthe site and verify that no other clean-up work remains. Restoration of private properties shall be to thesatisfaction of the property owner and may include re-seeding of staging areas.

- Submit revised drawing of installed utility locations if location changed.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number andtitle, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins " In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information -The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Email, and Phone Number
City of Ashland Water Department	Stephen Walker, steve.walker@ashland.or.us, (541) 552-2326
City of Ashland Wastewater Department	Jason Robustelli, jason@robustelli@ashland.or.us, (541) 552-2326
Ashland Fiber Network	Jason Wegner, jason.wegner@ashland.or.us, (541) 552-2222 ext. -2417
Charter Communications	Michael Hall, Michael.Hall4@charter.com,
CenturyLink QN	Gary Tucker, gary.tucker@centrylink.com (541) 291-0072

Avista Utilities-"Gas Utility"	Mike Smith, (541) 858-4758
City of Ashland Electric Department "Power Supplier"	Thomas McBartlett, Thomas.McBartlett@ashland.or.us, (541) 488-5357

- The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.
- The Contractor shall notify, in writing, CenturyLink, with a copy to the Engineer, at least 14 Calendar Days before beginning construction activities within 10 feet of CenturyLink's buried fiberoptic facilities.

  The Contractor shall obtain written approval from CenturyLink for excavating within 10 feet of a buried fiber optic communications cable. CenturyLink may require an On-Site safety watcher at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning work.
- The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the gas pipeline.

  In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:
- Avista Corporation 1-800-227-9187
- The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

SECTION 00160 – SOURCE MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.07 Electrical Equipment and Materials - Replace the paragraph beginning "When the Contract specifies the use of…." with the following paragraph:

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the Green Sheet Qualification/Specification Information, if the Agency finds the product acceptable for use on the Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.00 General - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, …" with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.03 Furnishing Right-of-Way and Permits

Add the following to this subsection:

Obtain all necessary Permits from the City of Ashland Public Works Department, other approving agencies where required and listing the City of Ashland as additional insured parties, for all construction work within the Public Right of Way, in Public Utility Easements, or on Public Works owned or operated systems within or outside of City Limits a minimum of 3 days prior to commencing work.

00170.70(a) Insurance Coverages - Replace this subsection with the following:

After the bullet "Commercial Automobile Liability" add the following insurance coverages:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	$2,000,000	$2,000,000
Commercial Automobile Liability	$2,000,000	(aggregate limit not required)

00170.70(d) Additional Insured – Add the following as Additional Insureds under the Contract:

- The City of Ashland and its officers, agents, and employees
- Ashland City Council
- Adkins Engineering and Surveying, Inc.

00170.70(g) Certificate(s) of Insurance – Replace the bullet that begins "List the "State of Oregon, the Oregon Transportation…" with the following bullet:

- List the "City of Ashland and their respective officers, members, agents and employees" as a Certificate holder and endorse as an Additional Insured;

00170.70(h) Agency Acceptance - Replace the paragraph that begins "All insurance and insurance providers are …" with the following paragraph:

All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency's representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

00170.70(k) Builder's Risk Installation Floater - Delete this subsection.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- The City of Ashland and its officers, agents, and employees

- Ashland City Council
- Adkins Engineering and Surveying, Inc.

00170.85 (b) Contractor Furnished Warranties

Add the following paragraph to this subsection:

The Contractor shall warrant all work performed under this Contract for a period of one (1) year from thedate of final acceptance, as specified in Subsection 00150.97 (c) of these provisions.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20(e) Trucking - Replace the paragraph that begins " This Section does not apply to delivery ..."with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include,but are not limited to, the following:

Limitations	**Subsection**
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Regulated Work Areas	00290.34(a)
Opening Sections to Traffic	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that arenot listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

(1) The Contractor shall complete all Work to be done under the Contract, except for seedingestablishment and plant establishment, not later than 6/30/2024.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40(c) Step 2: Agency Level Review - Replace the paragraph that begins "If the Contractor does not accept the Step 2 ..." with the following paragraph:

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages as provided in 00180.85 multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements – Add the following bullets to the end of the bullet list:

- Maintain one traffic lane, controlled by flaggers, open to the public at all times unless approved in writing by the Agency.
- Do not stockpile or park equipment or materials in the right-of-way outside of working hours.

- Complete trench patching of all open trenches and excavations by the end of work day every Friday unless approved otherwise in writing by the Agency.

00220.03(c) Adjacent Resident Notification – Notify all adjacent property owners, businesses, or residents within project boundaries, at least 72 hours prior to the start of construction. Notifications can be accomplished by mail, telephone conversation, door hangers, or door-to-door visit. Provide adequate prior notice (minimum 48 hours) to allow those impacted by the Work to adjust their schedules and patterns accordingly when construction may impact access to and from the adjacent property.

Provide the following information in the notifications and issue updates if the information provided changes:

- Who will be doing the work (name and 24 hr. phone number of contractor)
- What the project work will consist of (e.g. excavation, patching, flatwork, etc.)
- Where the work will be done (in the public way and/or on private property)

00220.40(e)(1) Closed Lanes – Replace this subsection with the following:

(1) Closed Lanes – One or more Traffic Lanes may be closed on Morton Street when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Friday, between 7:00 a.m. and 4:30 p.m.

00220.60(a)(1) Contractor Responsibility – In the paragraph that begins "Do the following at no additional…", add the following bullet to the end of the bullet list:

- During emulsified asphalt chip seal operations, broom the surface being used by bicycles as soon as practicable to keep it free of all dirt, mud, gravel, and other harmful materials. The surface includes bike paths, bike lanes, Roadway Shoulders or the outside 6 feet of the Roadway.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.01(b) Abbreviations, Definitions, and Standards – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

00221.03 Traffic Safety and Operations - Replace the bullet that begins "When paving operations create…" with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 (c) Tourist-Oriented Directional and Business Logo Signs - Replace this subsection, except for the subsection number and title, with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

00221.88 Measurement, Method "B" – Replace this subsection, except for the subsection number, with the following:

00221.88 Measurement, Method "B" – Lump Sum Basis – All work zone traffic control will be paid for at the Contract lump sum amount for the item "Temporary Work Zone Traffic Control, Complete".

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

00221.90 Payment – All work zone traffic control will be paid for at the Contract lump sum amount for the item "Temporary Work Zone Traffic Control, Complete".

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement – Add the following to the end of the bullet list:

- Install "ROAD WORK AHEAD" (W20-1-48) signs according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 – TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or

paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized.

A NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.46(a) Construction Entrances - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

00280.46(h) Temporary Sediment Trap - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18" and replace to finish grade with material approved by engineer.

00280.46(i) Concrete Washout - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

Add the following subsection:

00280.46(j) Access Routes - Stabilize unpaved access and haul routes within the Project Site with Aggregate or as approved by Engineer.

00280.62 Inspection and Monitoring - Replace the paragraph that begins "Ensure that regular site inspection ..." with the following paragraphs:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24 hour period, including weekend and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the

environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Erosion Control	Lump Sum

Item (a) includes:

- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials
- preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed 25%
- When 50 percent of the Contract is complete, excluding advances on Materials.....25%
- When 75 percent of the Contract is complete, excluding advances on Materials 25%
- At completion of the Work covered by this Section.....25%

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any roadside gutters or waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location). Treatment shall meet the turbidity requirements below.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering roadside gutters or waters of the State or U.S.

- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible turbidity plume in waters of the State or U.S.

00290.42 Tree Protection - Add the following section:

City of Ashland Tree Protection

Tree removals shall be limited solely to those identified on the Tree Removal Table or as shown on the Construction Plans.

The Contractor shall take all necessary precautions to avoid damage to existing trees within the work area. As a minimum, the contractor will provide the following:

- **Protective Fencing:** As indicated on the plans or as directed by the engineer, the contractor shall provide temporary protective fencing. Fencing shall be installed at the drip line of the trees.

1. Protective fencing shall occur around all existing trees and planted areas to be "saved and protected' and existing trees in adjacent areas, that occur within 30 feet of a demolition feature requiring the use of heavy equipment, for example, built structures, buildings and retaining walls, and around trees adjacent to the paths of travel for demolition and construction equipment. Install metal tee posts plumb and evenly spaced not to exceed eight feet along the fence line. Drive posts 18 to 24 inches into the ground; adjacent posts shall be within four inches of the same height above grade.
2. All protective fence support posts shall have a minimum spacing distance of eight feet on center. Posts shall be placed in 18-24 inches deep, six-inch diameter augured hole and backfilled with ¾ inch minus crushed rock. All posts shall be made vertical and ridged to top of fence. If support roots of trees are encountered during post placement, move post to next acceptable location or consult the City's arborist.

- **Tieback Protection:** Protect existing trees and plants against all types of damage. Tie back all flexible limbs and overhead branches which may, in the opinion of the Landscape Architect and or representative arborist, may be damaged by the passage or activity of equipment.
- **Excavation:**

1. Minimize Excavation: Install shoring or other protective support systems to minimize sloping or benching of excavations.
2. Excavation Within Drip Line: Do not excavate within tree drip line, unless otherwise indicated. No tree limbs may be removed without the written approval of the representative arborist. Excavation within drip line shall only occur under the direction of the representative arborist. Major lateral roots or taproots shall not be cut unless approved in writing by the arborist or under the direction of the representative arborist. Where excavation for new construction is required within tree drip lines, hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.
b. Relocate roots in backfill areas wherever possible.
c. Roots encountered immediately adjacent to location of new construction and relocations are not practical, are to be cut appropriately three inches (75 mm) back from new construction. Prune torn roots with clean cut.

d. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap.

e. Water and maintain in a moist condition and temporarily support and protect roots from damage until they are permanently relocated and covered with earth.

- **Utility Trenching:** Where utility trenches are required within tree drip lines, tunnel under or around any roots greater than two inches in diameter by drilling, pipe jacking, or digging by hand.

1. Notify project representative arborist to review areas of impact 48 hours prior to initiation of work.
2. Root Pruning: Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop. If in doubt, contact arborist.
3. Consult with arborist to determine if soil aeration may be necessary following utility installation if excessive compaction results from heavy equipment.

- **Regrading:**

1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist.

a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.

b. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or tap roots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.

c. Do not alter original grade more than three inches (75 mm) within drip-line of retained trees.

2. Minor Fills: Where existing grade is six inches (150 mm) or less below elevation of finish grade shown, fill with planting soil mix. Place planting soil mix in a single un-compacted layer and hand grade to required finish elevations.

- **Tree Pruning:**

1. General:

a. All tree pruning shall occur under the direction of the arborist. Notify the arborist to review areas of impact 48 hours prior to initiation of work.

b. Evaluate all trees, which are to remain within the limits of work for desired pruning. Prune as directed by the arborist.

c. Prune to compensate for root loss caused by damaging or cutting root system, health of trees, appearance, and public safety.

d. Provide subsequent maintenance during the Contract period as recommended by arborist.

e. Cut branches with sharp pruning instruments; do not break or chop.

2. Pruning Standards: Prune trees according to the National Arborist Association's "Pruning Standards for Shade Trees."

a. Class II: Standard Pruning.

b. Class III: Hazard Pruning.

c. Class IV: Crown-reduction Pruning.

- **Tree Care During Construction:**

1. Irrigation:

a. Provide one inch of irrigation water per week to the root system during the growing season.

b. Provide irrigation during the work of this contract.

2. Construction Traffic: Construction traffic within tree protection zones is to be avoided. If limited access must occur, protect root zone from compaction with 4^2 layer of wood chips followed by a layer of plywood over all root zone areas subject to traffic. After construction, plywood and chips are to be removed.

- **Tree Repair and Replacement:**

1. Promptly repair trees damaged by construction operations to prevent progressive deterioration.

2. Remove and replace dead and damaged trees that the arborist determines to be incapable of restoring to a normal growth pattern.

- **Disposal of Waste Materials:**

1. Burning on Owner's Property: Burning is not permitted on Owner's property.
2. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.00 Scope - Add the following to the end of this subsection:

Excavation and removal of excess material generated by the reclamation process and required to meet lines and grades shown in the Plans will be considered General Excavation.

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a)(7) Abandoned Pipes and Miscellaneous Matter – add the following paragraph before the paragraph that begins "Place a watertight cap…"

Fill abandoned pipes greater than 12 inches diameter with sand, controlled low-strength material meeting the requirements of 00442, or other approved material.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.11 Trench Foundation - Replace this Section with the following:

00405.11 Trench Foundation – Where additional excavation is required due to groundwater or other unstable conditions so that the native material cannot support the pipe, furnish 4" pit run for trench foundation material.

00405.46(e) Temporary Trench Plating – Replace this subsection with the following:

When temporary steel plates are installed over a street cut, they shall be capable of carrying at least MS-18 loading. Place steel plates with a minimum of 12 inches of bearing on all sides of the cut. Grind existing ACP as necessary to minimize shifting and rocking of the plates, additionally, shim plates using cold mix ACP as necessary. Provide minimum 1-foot cold mix wedges or plate locks for transitions to steel plates. Acceptance of steel plating will be at the discretion of the Agency.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete – Replace the bullet that begins "**Slump** - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less
  - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

00440.40(b) Placing – Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00445 – SANITARY, STORM, CUVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00610 – RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(e) Warning Signs - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00645 - RECYCLED ASPHALT PRODUCTS IN BASE

Section 00645, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00645.00 Scope - This Work consists of hauling recycled asphalt as specified in Section 00160 and placing one or more layers of recycled asphalt products, mixed with water, on a prepared surface to the lines, grades,

thicknesses, and Cross Sections shown or established.

Materials

00645.10 Materials - Furnish recycled asphalt products of the designated sizes except discard hardened lumps exceeding 2 inches on any measured face.

Acceptance of the recycled asphalt products will be by visual inspection.

00645.12 Limits of Mixture - Provide a mixture of recycled asphalt products and water having a uniform moisture content sufficient to obtain the required compaction. Water may be introduced in a mixing plant, or on the grade.

00645.15 Quality Control - Provide quality control according to Section 00165.

Equipment

00645.21 Hauling Equipment - Provide recycled asphalt products hauling vehicles capable of hauling and depositing the recycled asphalt products material with a minimum of material segregation.

00645.22 Watering and Spreading Equipment - Provide Equipment to add water to the recycled asphalt products and spread to the lines and grades shown or directed.

00645.23 Compacting Equipment - Provide self-propelled rollers and compactors capable of reversing without backlash and meeting the following requirements:

- A gross static weight of at least 10 Tons.
- Adequate to compact to specified density while the recycled asphalt products is still moist.

Labor

00645.30 Quality Control Personnel - Provide a technician having a CDT technical certification.

Construction

00645.40 Preparation of Foundation - Provide a firm surface or material on which recycled asphalt products is to be placed, according to Sections 00330 or 00610 as applicable.

00645.41 Mixing, Hauling, and Placing - Load the recycled asphalt products into the hauling vehicle without compacting material remaining in the stockpile.

Add water to recycled asphalt products while mixing to provide moisture content according to 00645.12.

Thoroughly mix the combined recycled asphalt products and water for as long as necessary to produce a homogeneous mixture. Mix, haul, and place the material by one of the following methods:

(a) **Stationary Mixing Plant** - Combine materials in a pug mill or rotary mixer.

Deliver and deposit the mixture without delay. Deliver the mixture to the spreading Equipment by direct deposit into its receiving device, or by placing in uniform windrows in front of the Equipment.

(b) **Road Mix** - Place materials for each layer, add water, and mix with a motor grader until a homogeneous mixture is achieve.

00645.43 Thickness and Number of Layers - If the required compacted depth of the Course exceeds

6 inches, construct it in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches unless approved by the Engineer.

Place each layer in spreads as wide as practical and to the full width of the Course before a succeeding layer is placed.

00645.44 Shaping and Compacting - Begin compaction of each layer immediately after the material is spread. Determine optimum roller pattern according to ODOT TM 306 C *Control Strip Method of Compaction.* Maintain optimum roller pattern throughout.

Shape and maintain the surface of each layer, during the compaction operations, to produce a uniform texture, and to meet the requirements of 00645.45.

Apply additional water over the materials for proper compaction.

00645.45 Surface Tolerance - The finished surface of the recycled asphalt products and the surface of each underlying layer shall parallel the established grade and Cross Section for the finished surface within 5/8 inch.

The finished surface of the compacted recycled asphalt products, when tested with a 12 foot straightedge, shall not vary from the testing edge by more than 5/8 inch at any point. Furnish and operate the straightedge as directed.

Maintenance

00645.60 Care of the Work - After construction of each layer and completion of recycled asphalt products Course, maintain the layer to specified conditions, and prevent or repair segregation, raveling, or rutting until it is covered with a following layer or until all work is completed.

Measurement

00645.80 Measurement - The quantities of recycled asphalt products will be measured on the area basis, of recycled asphalt products constructed to the full nominal thickness. In areas where the thickness is other than the full nominal thickness, the areas will be adjusted by converting it to an equivalent number of square yards at the full nominal thickness on a proportionate volume basis.

Payment

00645.90 Payment - The accepted quantities of recycled asphalt products will be paid for at the Contract unit price, per square yard, for the item "Recycled Asphalt Products in Base, 6 Inches Thick".

The thickness of the recycled asphalt products will be inserted in the blank.

Payment will be payment in full for hauling and placing Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for water used to obtain compaction or in care of the work.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 70-22 grade asphalt cement for this Project.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.49 General Planting - Add the following to the end of this subsection:

Perform initial watering and continue with the watering frequencies according to 01040.71.

01040.71 Plant Care and Success Criteria - Add the following to the end of this subsection:

The following watering frequencies are required:

- Watering of all plant material shall be at a frequency that maintains optimal soil moisture content and shall be no less than twice per week

01040.80(b) Topsoil and Wetland Topsoil - Replace the paragraph that begins "Topsoil and wetland Topsoil will be measured..." with the following paragraph:

Topsoil and wetland Topsoil will be measured on the volume basis at the time of placement. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.80(f) Mulch - Replace this subsection, except for the subsection number and title, with the following:

Mulch will be measured on the volume basis at the time of placement, or on the weight basis. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.90(d) Plant Materials - Replace the paragraph that begins "Partial payments for plant Materials will..." and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

At the time of the original planting 60%
After the first plant establishment inspection..... 10%
After the second plant establishment inspection 10%
After the third plant establishment inspection..... 10%
At completion of the establishment period 10%

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

01140.10 Materials – Replace the materials list with the following list:

Commercial Grade Concrete in Thrust Blocks	00440
Detectable Marking Tape and Wire	02470
Ductile Iron Pipe Fittings	02475
Ductile Iron Pipe	02470

01140.42 Jointing Pipe – Add the following item to this subsection:

01140.42(c) Mechanical Joint Adaptors – Provide foster adaptors for all mechanical joint adaptors unless approved otherwise by the City in writing.

01140.47(f) Tapping Existing Mains – When tapping existing water main lines, the contractor shall use a Romac SST Tapping Tee or approved equivalent. Ductile Iron tapping sleeves are not acceptable for use, except on Ductile Iron pipe.

When tapping existing water main lines, the contractor shall make provisions to continuously flush and purge water through the non-pressurized side of the tapping valve (toward the bottom), or through the tapping machine. Using a corporation stop on the testing tap on the tapping sleeve is not acceptable. City personnel must be present before tapping existing City water mains.

01140.51 Hydrostatic Testing:

(a) General – Replace this subsection, except for the subsection number and title, with the following:

Test by pumping the main up to the required pressure for at least 2 hours. Provide additional pumping during the test period to continuously maintain a pressure of 200 psi. During the test, observe the section being tested to detect any visible leakage. Use a clean container to hold water for pumping up pressure on the main being tested. Sterilize this makeup water by adding chlorine to a concentration of 25 ppm.

(3) Time Test – Replace this subsection, except for the subsection number and title, with the following:

Test by pumping the main up to the required pressure for at least 2 hours. Provide additional pumping during the test period to continuously maintain a pressure of 200 psi. During the test, observe the section being tested to detect any visible leakage. Use a clean container to hold water for pumping up pressure on the main being tested. Sterilize this makeup water by adding chlorine to a concentration of 25 ppm.

(5) Loss Formula – Replace this subsection, except for the subsection number and title, with the following:

There shall be no measure of water lost from the main during the test.

01140.90 Payment - In the paragraph that begins "No separate or additional payment will be…", add the following bullet to the bullet list:

- pipe reconnections

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.10 Materials - Delete "Ball Valves" from the list of materials.

01150.90 Payment - Replace the paragraph that begins "No separate or additional…" with the following paragraph:

No separate or additional payment will be made for:

- earthwork not covered under other Pay Items
- jointing
- blocking of valves
- protective coatings
- valve boxes
- valve box extensions
- valve operator extensions
- valve reconnections
- hydrostatic testing

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value
f'_c - Minimum Specified Compressive Strength at 28 days
f'_{cr} - Required Average Compressive Strength.
GGBFS - Ground Granulated Blast Furnace Slag
HPC - High Performance Concrete
HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)
IC - Internally Cured
LWFA - Lightweight Fine Aggregate
PPCM - Precast prestressed concrete member
SCM - Supplementary Cementitious Materials
SSD - Saturated Surface-Dry
w/cm Ratio - Water-Cementitious Material Ratio
WRA - Water Reducing Admixture

Actual Strength Test Value - The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Internally Cured Concrete – Concrete designed to utilize lightweight fine aggregate to mitigate shrinkage.

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.15(b)(2) Trial Batch Hardened Properties - Replace this subsection, except for the subsection number and title, with the following:

When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

a. Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 days according to AASHTO T 22.

b. Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

c. Length Change Tests - For all HPC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Following the wet cure, air store and measure samples according to ASTM C157, Section 11.1.2 for 28 days. Report length change results at total specimen age of 56 days.

d. Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	**Strength f'c (psi)**	**Maximum w/cm Ratio**
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	

	HPC4500	0.40
	HPC(IC)4500	
	5000+	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000+	0.42

(1) Required Average Compressive Strength (*f'cr*) - Except for PPCM designs, provide calculations demonstrating compliance with ACI 301 section 4.2.3.3 using the ASTV from either field results or trial batch cylinders.

(2) Flexural Strength - Provide paving concrete mix designs with a minimum of 600 psi at 28 Days.

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days [1]

[1] Only required for alternate HPC designs. See 02001.30(b)(2).

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a)(1) Geotextiles - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

02320.10(b) Acceptance Requirements - Replace this subsection with the following subsection:

02320.10(b) Identification - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

02320.10(c)(1) Geotextiles - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as "NTPEP listed" in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program

(NTPEP) and test data from the program. Manufacturer's test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications modified as followed:

02475.50 Restrained Joints – Replace the first sentence of this subsection with the following:

Restrain pipes, fittings, and valves by using an approved bolted system. Restraint system must be mechanical; the City does not allow gasket-type restraints.

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.30(b) Sleeves – Replace this subsection with the following:

02480.30(b) Sleeves – Provide Romac SST Tapping Sleeve or approved equal. Ductile Iron tapping sleeves are not acceptable for use, except on Ductile Iron pipe.

SECTION 02485 - HYDRANTS AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications modified as follows:

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Replace this subsection, except for the subsection number and title, with the following:

Ties and supports for coated reinforcement, including ties for coated to uncoated reinforcement connections, shall be nonmetallic coated.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(a) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

		Sieve Size											
Size Number	Nominal Size Square Openings	(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(⅜ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ⅜ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(⅜ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(⅜ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

* Use two or more seperated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(b) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.30(g) Grading - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

CITY OF ASHLAND
JACKSON COUNTY
STATE OF OREGON

SPECIAL PROVISIONS

FOR

MORTON STREET TO IVY STREET
WATERLINE REPLACEMENT PROJECT

PROFESSIONAL OF RECORD CERTIFICATION:

 EXPIRES 6/30/24 Seal w/signature Date Signed: 9/29/2023	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, drainage and sewers, retaining walls bases, wearing surfaces, permanent traffic safety & guidance systems, permanent traffic control and illumination systems, and right-of-way development and control. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00205, 00210, 00220, 00221, 00222, 00223, 00224, 00280, 00290, 00295, 00305, 00310, 00320, 00330, 00331, 00340, 00405, 00415, 00440, 00442, 00445, 00495, 00640, 00641 00730, 00744, 01140, 01150, 01160, 02001, 02040, 02470, 02475, 02480, 02485, 02510, 02690

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

PART II - SPECIAL PROVISIONS

IVY-MORTON WATERLINE PROJECT
2014-04

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Install and remove Temporary Traffic Control and Erosion Control Measures.
2. Replace ~1,510 feet of existing 14-inch steel water pipe with 12-inch ductile iron pipe along the existing waterline alignment from Morton Street to Ivy Street.
3. Add an additional ~370 feet of new 12-inch waterline from the end of the existing alignment to Ivy Street.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, his authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the Engineer. This does not include authority to approve Contract changes or semifinal and Final Inspection of the Project.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections containedin these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Locally Funded Project.

CITY OF ASHLAND SPECIAL PROVISIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
  www.atssa.com
- EquipmentWatch
  www.equipmentwatch.com
- ODOT Construction Section
  www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
  www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating - Steel Material Values
  www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
  www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Traffic Control Plans Unit
  www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
  www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Legislative Counsel
  www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
  sos.oregon.gov/archives/Pages/default.asp

00110.20 Definitions – Add the following paragraph to the beginning of this sub-section:

All of the following definitions are applicable to the standard specifications and associated special provisions.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

00120.00 Prequalification of Bidders: Delete this subsection of the Standard Specifications.

00120.01 General Bidding Requirements - Replace this subsection, except subsection number and title, with

the following:

The Agency will only accept paper Bids. No electronic Bids will be allowed. Delete any reference to electronic Bids within the 2021 edition of the "Oregon Standard Specifications for Construction".

As and when applicable, the Contractor shall maintain the certifications required by ORS 279A.107.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

City of Ashland
Morton Street to Ivy Street
Waterline Replacement Project
Ashland, Oregon
October, 2023

00120.10 Bid Booklet – In the paragraph that begins "The Bid Section includes all pages after…", add the following bullet to the bullet list:

- Certificate of non-discrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by Chapter 212, Oregon Laws 2017 (House Bill 3060).

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Add the following to the end of this subsection:

Refer to Agency's Invitation to Bid.

00120.40(f) Disclosure of First-Tier Subcontractors - Replace this subsection, except for the subsection number and title, with the following:

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents, exceeds $100,000, the Bidder shall, within 2 working hours after the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose Contract value is equal to or greater than:

- 5% of the total Project Bid, but at least $15,000; or
- $350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid by filling out the Subcontractor Disclosure Form printed from the Bid Form.

Subcontractor Disclosure Forms submitted will be considered late if not received by the Agency within

2 working hours after the time designated for receiving Bids.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this subsection with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the OregonBuys website.

Addenda may be downloaded from the OregonBuys website. Bidders shall be responsible for checking the website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing.

Bidders, not the Agency, shall be responsible for the failure of Bidders to check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published on the OregonBuys website before Bid Closing.

00120.60(a) Paper Bids – Replace ODOT Procurement Office with the City of Ashland.

00120.60(b) Electronic Bids – Delete this subsection.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

00140.90 Final Trimming and Cleanup – Add the following bulleted items to this subsection:

- Where private property(s) will be affected by construction but cannot realistically be restored to its pre-existing condition before the contractor will leave the site, agreement shall be reached with the owners of the property(s) regarding how the site shall be left and the Agency Inspector shall review the agreement before the excavation or other work begins.

- Review clean-up of areas adjacent to private property with owners or owner's agents, grade non- landscaped shoulders, parkrows, or unsightly areas caused by the construction to a smooth condition free of sudden transitions, piles, or trip hazards, unless specific objections are raised by the property owner or owner's agent, If objections are raised, contact Public Works Inspector to inspect site and provide direction. Do not negatively impact trees or other adjacent plants.

- Notify affected owners and occupants of adjacent properties of completion of clean-up prior to leavingthe site and verify that no other clean-up work remains. Restoration of private properties shall be to thesatisfaction of the property owner and may include re-seeding of staging areas.

- Submit revised drawing of installed utility locations if location changed.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number andtitle, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins " In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information -The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Email, and Phone Number
City of Ashland Water Department	Stephen Walker, steve.walker@ashland.or.us, (541) 552-2326
City of Ashland Wastewater Department	Jason Robustelli, jason@robustelli@ashland.or.us, (541) 552-2326
Ashland Fiber Network	Jason Wegner, jason.wegner@ashland.or.us, (541) 552-2222 ext. -2417
Charter Communications	Michael Hall, Michael.Hall4@charter.com,
CenturyLink QN	Gary Tucker, gary.tucker@centrylink.com (541) 291-0072

Avista Utilities-"Gas Utility"	Mike Smith, (541) 858-4758
City of Ashland Electric Department "Power Supplier"	Thomas McBartlett, Thomas.McBartlett@ashland.or.us, (541) 488-5357

- The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.
- The Contractor shall notify, in writing, CenturyLink, with a copy to the Engineer, at least 14 Calendar Days before beginning construction activities within 10 feet of CenturyLink's buried fiberoptic facilities.

  The Contractor shall obtain written approval from CenturyLink for excavating within 10 feet of a buried fiber optic communications cable. CenturyLink may require an On-Site safety watcher at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning work.
- The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the gas pipeline.

  In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:
- Avista Corporation 1-800-227-9187
- The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

SECTION 00160 – SOURCE MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.07 Electrical Equipment and Materials - Replace the paragraph beginning "When the Contract specifies the use of…." with the following paragraph:

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the Green Sheet Qualification/Specification Information, if the Agency finds the product acceptable for use on the Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.00 General - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, …" with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.03 Furnishing Right-of-Way and Permits

Add the following to this subsection:

Obtain all necessary Permits from the City of Ashland Public Works Department, other approving agencies where required and listing the City of Ashland as additional insured parties, for all construction work within the Public Right of Way, in Public Utility Easements, or on Public Works owned or operated systems within or outside of City Limits a minimum of 3 days prior to commencing work.

00170.70(a) Insurance Coverages - Replace this subsection with the following:

After the bullet "Commercial Automobile Liability" add the following insurance coverages:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	$2,000,000	$2,000,000
Commercial Automobile Liability	$2,000,000	(aggregate limit not required)

00170.70(d) Additional Insured – Add the following as Additional Insureds under the Contract:

- The City of Ashland and its officers, agents, and employees
- Ashland City Council
- Adkins Engineering and Surveying, Inc.

00170.70(g) Certificate(s) of Insurance – Replace the bullet that begins "List the "State of Oregon, the Oregon Transportation…" with the following bullet:

- List the "City of Ashland and their respective officers, members, agents and employees" as a Certificate holder and endorse as an Additional Insured;

00170.70(h) Agency Acceptance - Replace the paragraph that begins "All insurance and insurance providers are …" with the following paragraph:

All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency's representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

00170.70(k) Builder's Risk Installation Floater - Delete this subsection.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- The City of Ashland and its officers, agents, and employees

- Ashland City Council
- Adkins Engineering and Surveying, Inc.

00170.85 (b) Contractor Furnished Warranties

Add the following paragraph to this subsection:

The Contractor shall warrant all work performed under this Contract for a period of one (1) year from thedate of final acceptance, as specified in Subsection 00150.97 (c) of these provisions.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20(e) Trucking - Replace the paragraph that begins " This Section does not apply to delivery ..."with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include,but are not limited to, the following:

Limitations	**Subsection**
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Regulated Work Areas	00290.34(a)
Opening Sections to Traffic	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that arenot listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

(1) The Contractor shall complete all Work to be done under the Contract, except for seedingestablishment and plant establishment, not later than 6/30/2024.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40(c) Step 2: Agency Level Review - Replace the paragraph that begins "If the Contractor does not accept the Step 2 ..." with the following paragraph:

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages as provided in 00180.85 multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements – Add the following bullets to the end of the bullet list:

- Maintain one traffic lane, controlled by flaggers, open to the public at all times unless approved in writing by the Agency.
- Do not stockpile or park equipment or materials in the right-of-way outside of working hours.

- Complete trench patching of all open trenches and excavations by the end of work day every Friday unless approved otherwise in writing by the Agency.

00220.03(c) Adjacent Resident Notification – Notify all adjacent property owners, businesses, or residents within project boundaries, at least 72 hours prior to the start of construction. Notifications can be accomplished by mail, telephone conversation, door hangers, or door-to-door visit. Provide adequate prior notice (minimum 48 hours) to allow those impacted by the Work to adjust their schedules and patterns accordingly when construction may impact access to and from the adjacent property.

Provide the following information in the notifications and issue updates if the information provided changes:

- Who will be doing the work (name and 24 hr. phone number of contractor)
- What the project work will consist of (e.g. excavation, patching, flatwork, etc.)
- Where the work will be done (in the public way and/or on private property)

00220.40(e)(1) Closed Lanes – Replace this subsection with the following:

(1) Closed Lanes – One or more Traffic Lanes may be closed on Morton Street when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Friday, between 7:00 a.m. and 4:30 p.m.

00220.60(a)(1) Contractor Responsibility – In the paragraph that begins "Do the following at no additional…", add the following bullet to the end of the bullet list:

- During emulsified asphalt chip seal operations, broom the surface being used by bicycles as soon as practicable to keep it free of all dirt, mud, gravel, and other harmful materials. The surface includes bike paths, bike lanes, Roadway Shoulders or the outside 6 feet of the Roadway.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.01(b) Abbreviations, Definitions, and Standards – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

00221.03 Traffic Safety and Operations - Replace the bullet that begins "When paving operations create…" with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 (c) Tourist-Oriented Directional and Business Logo Signs - Replace this subsection, except for the subsection number and title, with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

00221.88 Measurement, Method "B" – Replace this subsection, except for the subsection number, with the following:

00221.88 Measurement, Method "B" – Lump Sum Basis – All work zone traffic control will be paid for at the Contract lump sum amount for the item "Temporary Work Zone Traffic Control, Complete".

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

00221.90 Payment – All work zone traffic control will be paid for at the Contract lump sum amount for the item "Temporary Work Zone Traffic Control, Complete".

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement – Add the following to the end of the bullet list:

- Install "ROAD WORK AHEAD" (W20-1-48) signs according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 – TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or

paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized.

A NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.46(a) Construction Entrances - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

00280.46(h) Temporary Sediment Trap - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18" and replace to finish grade with material approved by engineer.

00280.46(i) Concrete Washout - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

Add the following subsection:

00280.46(j) Access Routes - Stabilize unpaved access and haul routes within the Project Site with Aggregate or as approved by Engineer.

00280.62 Inspection and Monitoring - Replace the paragraph that begins "Ensure that regular site inspection ..." with the following paragraphs:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24 hour period, including weekend and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the

environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Erosion Control	Lump Sum

Item (a) includes:

- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials
- preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed 25%
- When 50 percent of the Contract is complete, excluding advances on Materials.....25%
- When 75 percent of the Contract is complete, excluding advances on Materials 25%
- At completion of the Work covered by this Section.....25%

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any roadside gutters or waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location). Treatment shall meet the turbidity requirements below.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering roadside gutters or waters of the State or U.S.

- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible turbidity plume in waters of the State or U.S.

00290.42 Tree Protection - Add the following section:

City of Ashland Tree Protection

Tree removals shall be limited solely to those identified on the Tree Removal Table or as shown on the Construction Plans.

The Contractor shall take all necessary precautions to avoid damage to existing trees within the work area. As a minimum, the contractor will provide the following:

- **Protective Fencing:** As indicated on the plans or as directed by the engineer, the contractor shall provide temporary protective fencing. Fencing shall be installed at the drip line of the trees.

1. Protective fencing shall occur around all existing trees and planted areas to be "saved and protected' and existing trees in adjacent areas, that occur within 30 feet of a demolition feature requiring the use of heavy equipment, for example, built structures, buildings and retaining walls, and around trees adjacent to the paths of travel for demolition and construction equipment. Install metal tee posts plumb and evenly spaced not to exceed eight feet along the fence line. Drive posts 18 to 24 inches into the ground; adjacent posts shall be within four inches of the same height above grade.
2. All protective fence support posts shall have a minimum spacing distance of eight feet on center. Posts shall be placed in 18-24 inches deep, six-inch diameter augured hole and backfilled with ¾ inch minus crushed rock. All posts shall be made vertical and ridged to top of fence. If support roots of trees are encountered during post placement, move post to next acceptable location or consult the City's arborist.

- **Tieback Protection:** Protect existing trees and plants against all types of damage. Tie back all flexible limbs and overhead branches which may, in the opinion of the Landscape Architect and or representative arborist, may be damaged by the passage or activity of equipment.
- **Excavation:**

1. Minimize Excavation: Install shoring or other protective support systems to minimize sloping or benching of excavations.
2. Excavation Within Drip Line: Do not excavate within tree drip line, unless otherwise indicated. No tree limbs may be removed without the written approval of the representative arborist. Excavation within drip line shall only occur under the direction of the representative arborist. Major lateral roots or taproots shall not be cut unless approved in writing by the arborist or under the direction of the representative arborist. Where excavation for new construction is required within tree drip lines, hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.
b. Relocate roots in backfill areas wherever possible.
c. Roots encountered immediately adjacent to location of new construction and relocations are not practical, are to be cut appropriately three inches (75 mm) back from new construction. Prune torn roots with clean cut.

d. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap.

e. Water and maintain in a moist condition and temporarily support and protect roots from damage until they are permanently relocated and covered with earth.

- **Utility Trenching:** Where utility trenches are required within tree drip lines, tunnel under or around any roots greater than two inches in diameter by drilling, pipe jacking, or digging by hand.

1. Notify project representative arborist to review areas of impact 48 hours prior to initiation of work.
2. Root Pruning: Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop. If in doubt, contact arborist.
3. Consult with arborist to determine if soil aeration may be necessary following utility installation if excessive compaction results from heavy equipment.

- **Regrading:**

1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist.

a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.

b. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or tap roots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.

c. Do not alter original grade more than three inches (75 mm) within drip-line of retained trees.

2. Minor Fills: Where existing grade is six inches (150 mm) or less below elevation of finish grade shown, fill with planting soil mix. Place planting soil mix in a single un-compacted layer and hand grade to required finish elevations.

- **Tree Pruning:**

1. General:

a. All tree pruning shall occur under the direction of the arborist. Notify the arborist to review areas of impact 48 hours prior to initiation of work.

b. Evaluate all trees, which are to remain within the limits of work for desired pruning. Prune as directed by the arborist.

c. Prune to compensate for root loss caused by damaging or cutting root system, health of trees, appearance, and public safety.

d. Provide subsequent maintenance during the Contract period as recommended by arborist.

e. Cut branches with sharp pruning instruments; do not break or chop.

2. Pruning Standards: Prune trees according to the National Arborist Association's "Pruning Standards for Shade Trees."

a. Class II: Standard Pruning.

b. Class III: Hazard Pruning.

c. Class IV: Crown-reduction Pruning.

- **Tree Care During Construction:**

1. Irrigation:

a. Provide one inch of irrigation water per week to the root system during the growing season.

b. Provide irrigation during the work of this contract.

2. Construction Traffic: Construction traffic within tree protection zones is to be avoided. If limited access must occur, protect root zone from compaction with 4² layer of wood chips followed by a layer of plywood over all root zone areas subject to traffic. After construction, plywood and chips are to be removed.

- **Tree Repair and Replacement:**

1. Promptly repair trees damaged by construction operations to prevent progressive deterioration.

2. Remove and replace dead and damaged trees that the arborist determines to be incapable of restoring to a normal growth pattern.

- **Disposal of Waste Materials:**

1. Burning on Owner's Property: Burning is not permitted on Owner's property.
2. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.00 Scope - Add the following to the end of this subsection:

Excavation and removal of excess material generated by the reclamation process and required to meet lines and grades shown in the Plans will be considered General Excavation.

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a)(7) Abandoned Pipes and Miscellaneous Matter – add the following paragraph before the paragraph that begins "Place a watertight cap…"

Fill abandoned pipes greater than 12 inches diameter with sand, controlled low-strength material meeting the requirements of 00442, or other approved material.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.11 Trench Foundation - Replace this Section with the following:

00405.11 Trench Foundation – Where additional excavation is required due to groundwater or other unstable conditions so that the native material cannot support the pipe, furnish 4" pit run for trench foundation material.

00405.46(e) Temporary Trench Plating – Replace this subsection with the following:

When temporary steel plates are installed over a street cut, they shall be capable of carrying at least MS-18 loading. Place steel plates with a minimum of 12 inches of bearing on all sides of the cut. Grind existing ACP as necessary to minimize shifting and rocking of the plates, additionally, shim plates using cold mix ACP as necessary. Provide minimum 1-foot cold mix wedges or plate locks for transitions to steel plates. Acceptance of steel plating will be at the discretion of the Agency.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete – Replace the bullet that begins "**Slump** - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less
- For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

00440.40(b) Placing – Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00445 – SANITARY, STORM, CUVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00610 – RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(e) Warning Signs - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00645 - RECYCLED ASPHALT PRODUCTS IN BASE

Section 00645, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00645.00 Scope - This Work consists of hauling recycled asphalt as specified in Section 00160 and placing one or more layers of recycled asphalt products, mixed with water, on a prepared surface to the lines, grades,

thicknesses, and Cross Sections shown or established.

Materials

00645.10 Materials - Furnish recycled asphalt products of the designated sizes except discard hardened lumps exceeding 2 inches on any measured face.

Acceptance of the recycled asphalt products will be by visual inspection.

00645.12 Limits of Mixture - Provide a mixture of recycled asphalt products and water having a uniform moisture content sufficient to obtain the required compaction. Water may be introduced in a mixing plant, or on the grade.

00645.15 Quality Control - Provide quality control according to Section 00165.

Equipment

00645.21 Hauling Equipment - Provide recycled asphalt products hauling vehicles capable of hauling and depositing the recycled asphalt products material with a minimum of material segregation.

00645.22 Watering and Spreading Equipment - Provide Equipment to add water to the recycled asphalt products and spread to the lines and grades shown or directed.

00645.23 Compacting Equipment - Provide self-propelled rollers and compactors capable of reversing without backlash and meeting the following requirements:

- A gross static weight of at least 10 Tons.
- Adequate to compact to specified density while the recycled asphalt products is still moist.

Labor

00645.30 Quality Control Personnel - Provide a technician having a CDT technical certification.

Construction

00645.40 Preparation of Foundation - Provide a firm surface or material on which recycled asphalt products is to be placed, according to Sections 00330 or 00610 as applicable.

00645.41 Mixing, Hauling, and Placing - Load the recycled asphalt products into the hauling vehicle without compacting material remaining in the stockpile.

Add water to recycled asphalt products while mixing to provide moisture content according to 00645.12.

Thoroughly mix the combined recycled asphalt products and water for as long as necessary to produce a homogeneous mixture. Mix, haul, and place the material by one of the following methods:

(a) **Stationary Mixing Plant** - Combine materials in a pug mill or rotary mixer.

Deliver and deposit the mixture without delay. Deliver the mixture to the spreading Equipment by direct deposit into its receiving device, or by placing in uniform windrows in front of the Equipment.

(b) **Road Mix** - Place materials for each layer, add water, and mix with a motor grader until a homogeneous mixture is achieve.

00645.43 Thickness and Number of Layers - If the required compacted depth of the Course exceeds

6 inches, construct it in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches unless approved by the Engineer.

Place each layer in spreads as wide as practical and to the full width of the Course before a succeeding layer is placed.

00645.44 Shaping and Compacting - Begin compaction of each layer immediately after the material is spread. Determine optimum roller pattern according to ODOT TM 306 C *Control Strip Method of Compaction.* Maintain optimum roller pattern throughout.

Shape and maintain the surface of each layer, during the compaction operations, to produce a uniform texture, and to meet the requirements of 00645.45.

Apply additional water over the materials for proper compaction.

00645.45 Surface Tolerance - The finished surface of the recycled asphalt products and the surface of each underlying layer shall parallel the established grade and Cross Section for the finished surface within 5/8 inch.

The finished surface of the compacted recycled asphalt products, when tested with a 12 foot straightedge, shall not vary from the testing edge by more than 5/8 inch at any point. Furnish and operate the straightedge as directed.

Maintenance

00645.60 Care of the Work - After construction of each layer and completion of recycled asphalt products Course, maintain the layer to specified conditions, and prevent or repair segregation, raveling, or rutting until it is covered with a following layer or until all work is completed.

Measurement

00645.80 Measurement - The quantities of recycled asphalt products will be measured on the area basis, of recycled asphalt products constructed to the full nominal thickness. In areas where the thickness is other than the full nominal thickness, the areas will be adjusted by converting it to an equivalent number of square yards at the full nominal thickness on a proportionate volume basis.

Payment

00645.90 Payment - The accepted quantities of recycled asphalt products will be paid for at the Contract unit price, per square yard, for the item "Recycled Asphalt Products in Base, 6 Inches Thick".

The thickness of the recycled asphalt products will be inserted in the blank.

Payment will be payment in full for hauling and placing Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for water used to obtain compaction or in care of the work.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 70-22 grade asphalt cement for this Project.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.49 General Planting - Add the following to the end of this subsection:

Perform initial watering and continue with the watering frequencies according to 01040.71.

01040.71 Plant Care and Success Criteria - Add the following to the end of this subsection:

The following watering frequencies are required:

- Watering of all plant material shall be at a frequency that maintains optimal soil moisture content and shall be no less than twice per week

01040.80(b) Topsoil and Wetland Topsoil - Replace the paragraph that begins "Topsoil and wetland Topsoil will be measured..." with the following paragraph:

Topsoil and wetland Topsoil will be measured on the volume basis at the time of placement. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.80(f) Mulch - Replace this subsection, except for the subsection number and title, with the following:

Mulch will be measured on the volume basis at the time of placement, or on the weight basis. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.90(d) Plant Materials - Replace the paragraph that begins "Partial payments for plant Materials will..." and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

At the time of the original planting 60%
After the first plant establishment inspection..... 10%
After the second plant establishment inspection 10%
After the third plant establishment inspection..... 10%
At completion of the establishment period 10%

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

01140.10 Materials – Replace the materials list with the following list:

Commercial Grade Concrete in Thrust Blocks 00440
Detectable Marking Tape and Wire 02470
Ductile Iron Pipe Fittings 02475
Ductile Iron Pipe 02470

01140.42 Jointing Pipe – Add the following item to this subsection:

01140.42(c) Mechanical Joint Adaptors – Provide foster adaptors for all mechanical joint adaptors unless approved otherwise by the City in writing.

01140.47(f) Tapping Existing Mains – When tapping existing water main lines, the contractor shall use a Romac SST Tapping Tee or approved equivalent. Ductile Iron tapping sleeves are not acceptable for use, except on Ductile Iron pipe.

When tapping existing water main lines, the contractor shall make provisions to continuously flush and purge water through the non-pressurized side of the tapping valve (toward the bottom), or through the tapping machine. Using a corporation stop on the testing tap on the tapping sleeve is not acceptable. City personnel must be present before tapping existing City water mains.

01140.51 Hydrostatic Testing:

(a) General – Replace this subsection, except for the subsection number and title, with the following:

Test by pumping the main up to the required pressure for at least 2 hours. Provide additional pumping during the test period to continuously maintain a pressure of 200 psi. During the test, observe the section being tested to detect any visible leakage. Use a clean container to hold water for pumping up pressure on the main being tested. Sterilize this makeup water by adding chlorine to a concentration of 25 ppm.

(3) Time Test – Replace this subsection, except for the subsection number and title, with the following:

Test by pumping the main up to the required pressure for at least 2 hours. Provide additional pumping during the test period to continuously maintain a pressure of 200 psi. During the test, observe the section being tested to detect any visible leakage. Use a clean container to hold water for pumping up pressure on the main being tested. Sterilize this makeup water by adding chlorine to a concentration of 25 ppm.

(5) Loss Formula – Replace this subsection, except for the subsection number and title, with the following:

There shall be no measure of water lost from the main during the test.

01140.90 Payment - In the paragraph that begins "No separate or additional payment will be...", add the following bullet to the bullet list:

- pipe reconnections

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.10 Materials - Delete "Ball Valves" from the list of materials.

01150.90 Payment - Replace the paragraph that begins "No separate or additional..." with the following paragraph:

No separate or additional payment will be made for:

- earthwork not covered under other Pay Items
- jointing
- blocking of valves
- protective coatings
- valve boxes
- valve box extensions
- valve operator extensions
- valve reconnections
- hydrostatic testing

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value
f'_c - Minimum Specified Compressive Strength at 28 days
f'_{cr} - Required Average Compressive Strength.
GGBFS - Ground Granulated Blast Furnace Slag
HPC - High Performance Concrete
HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)
IC - Internally Cured
LWFA - Lightweight Fine Aggregate
PPCM - Precast prestressed concrete member
SCM - Supplementary Cementitious Materials
SSD - Saturated Surface-Dry
w/cm Ratio - Water-Cementitious Material Ratio
WRA - Water Reducing Admixture

Actual Strength Test Value - The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Internally Cured Concrete – Concrete designed to utilize lightweight fine aggregate to mitigate shrinkage.

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.15(b)(2) Trial Batch Hardened Properties - Replace this subsection, except for the subsection number and title, with the following:

When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

a. Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 days according to AASHTO T 22.

b. Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

c. Length Change Tests - For all HPC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Following the wet cure, air store and measure samples according to ASTM C157, Section 11.1.2 for 28 days. Report length change results at total specimen age of 56 days.

d. Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	**Strength f'c (psi)**	**Maximum w/cm Ratio**
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	

	HPC4500	0.40
	HPC(IC)4500	
	5000+	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000+	0.42

(1) Required Average Compressive Strength (*f'cr*) - Except for PPCM designs, provide calculations demonstrating compliance with ACI 301 section 4.2.3.3 using the ASTV from either field results or trial batch cylinders.

(2) Flexural Strength - Provide paving concrete mix designs with a minimum of 600 psi at 28 Days.

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days [1]

[1] Only required for alternate HPC designs. See 02001.30(b)(2).

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a)(1) Geotextiles - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

02320.10(b) Acceptance Requirements - Replace this subsection with the following subsection:

02320.10(b) Identification - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

02320.10(c)(1) Geotextiles - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as "NTPEP listed" in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program

(NTPEP) and test data from the program. Manufacturer's test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications modified as followed:

02475.50 Restrained Joints – Replace the first sentence of this subsection with the following:

Restrain pipes, fittings, and valves by using an approved bolted system. Restraint system must be mechanical; the City does not allow gasket-type restraints.

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.30(b) Sleeves – Replace this subsection with the following:

02480.30(b) Sleeves – Provide Romac SST Tapping Sleeve or approved equal. Ductile Iron tapping sleeves are not acceptable for use, except on Ductile Iron pipe.

SECTION 02485 - HYDRANTS AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications modified as follows:

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Replace this subsection, except for the subsection number and title, with the following:

Ties and supports for coated reinforcement, including ties for coated to uncoated reinforcement connections, shall be nonmetallic coated.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(a) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

		Sieve Size											
Size Number	Nominal Size Square Openings	(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(⅜ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ⅜ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(⅜ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(⅜ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

* Use two or more seperated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(b) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.30(g) Grading - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

Council Business Meeting

February 6, 2024

Agenda Item	Facility Planning Optimization and Management Plan	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve a contract for professional services with ORW Architecture in the amount of $210,209 for development of a Facility Planning Optimization and Management Plan. A formal Qualifications Based Selection (QBS) solicitation was advertised statewide and ORW Architecture was the only responder.

POLICIES, PLANS & GOALS SUPPORTED

City Council Vision and Values

Organization:

- Excellence in governance and city services
- Sustainability through creativity, affordability, and rightsized service delivery
- Public safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment

Climate Energy Action Plan

Buildings and Energy:

BE-1-2. Promote switching to low- and non-carbon fuels. Integrate as part of planning in BE-1-1.

BE-1-3. Facilitate and encourage solar energy production. Begin exploring increased local solar energy production as part of the 10-by-20 ordinance implementation.

BE-1-4. Enhance production of on-site solar energy from City facilities. Prioritize and development implementation plan and funding for recently completed City facility solar audit.

BE-3-1. Use results from City Facilities Energy Audit to prioritize City Facilities Capital Improvement Plans (CIPs) and maintenance improvements. Budget funds are secured to begin this action immediately.

BE-2-2. Require building energy scores to identify and incentivize cost-effective energy efficiency improvements.

Strategy BE-4. Improve demand management.

Strategy BE-5. Prepare and adapt buildings for a changing climate.

BE-5-1. Encourage heat-tolerant building approaches such as cool roofs and passive cooling.

BACKGROUND AND ADDITIONAL INFORMATION

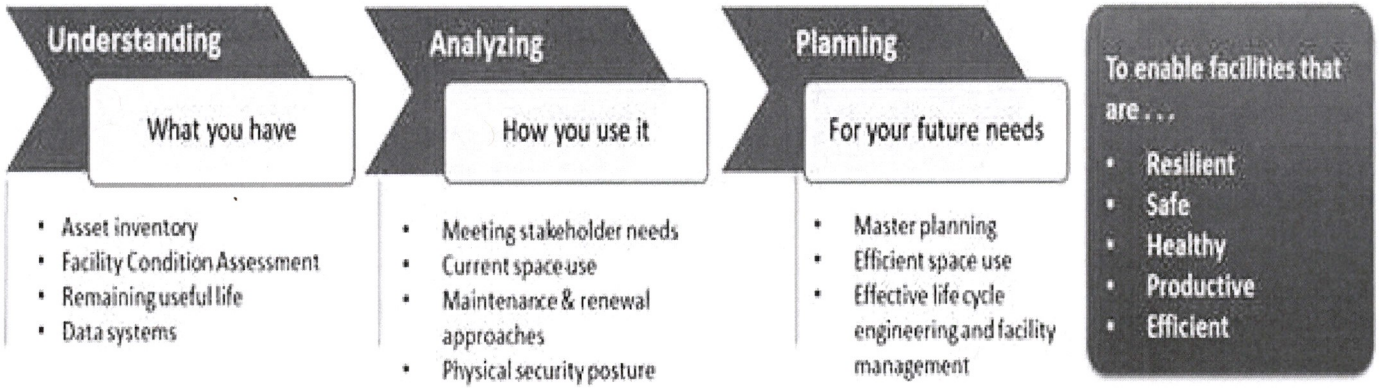
The last Facility Master Plan completed by the City was done in 2008. Since that time there has been significant structural reorganizing of employees throughout all Departments and facilities. The new plan will look at City operation functionality within each public building and recommend structural changes that could include

changing and combining divisions, improving public meeting spaces and customer service locations that might lead to the ability to divest in some City owned buildings.

In addition to the space needs analysis ORW has subcontracted McKinstry to perform a full facility assessment of critical systems. This condition assessment information will be used by the City to enhance the current asset management database with updated information on heating, ventilation, air conditioning, mechanical, plumbing, structural and roof systems. Understanding the condition and life cycle of all the critical components for City facilities will allow the staff to be proactive when it comes to budgeting for replacement/upgrades.

The Facility Master Plan and Asset Management Plan also includes Parks facilities, and the cost will be shared between the Facility Fund and the Parks Department.

The outcome of the plan will help the City develop project(s) to improve current city building functionality from both a basic operational standpoint, but also provide better public meeting space and improved customer service interactions.



Request for Proposal

On April 13, 2023, a Qualifications Based Selection (QBS) Proposal for professional services for the Facility Planning Optimization and Management Plan was advertised on Oregonbuys, in the Daily Journal of Commerce and posted on the City's website. This solicitation document was developed internally by staff and approved by the Legal Department prior to release. A qualifications selection process entails selecting a consultant solely based on their qualifications to perform the proposals scope of work. Once a consultant is selected a final scope and associated fee is developed.

In addition to updating the master plan the RFP required a separate scope for development of a unified operations and maintenance plan (O&M).

On May 11, 2023, the City of Ashland received one (1) proposals to provide consultant services for the project. An criteria evaluation team of Scott Fleury PE, Director of Public Works; Michael Morrison, Deputy Public Works Director of Operations; Jason Strait, Engineering Project Manager and Karl Johnson, Associate Engineer, completed a comprehensive review of the proposals. The proposal was scored in accordance with the criteria listed in the Request for Proposal document. Scoring was conducted individually and independently

by each team member with the scores totaled to determine the top ranked firm. The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
ORW Architecture	381	1

Criteria	Maximum Score
Project Approach	20
Project Experience	20
Project Team Experience	30
Demonstrated Ability	30
TOTAL 100 Points	

After initial scoring was completed Public Works staff began formal scope and fee negotiations with ORW Architecture for the project. Staff met with ORW Architecture and their subconsultant McKinstry to discuss project parameters and provide background data for use in development of the formal scope of work, reference attachment #2.

FISCAL IMPACTS

The Facility Planning Optimization and Management Plan study funding is appropriated within the 2023-25 Biennium Budget and cost will be shared between the Facility Fund and Parks Department.

DISCUSSION QUESTIONS

Does the Council have any questions about the Facility Optimization Master Plan process?

SUGGESTED NEXT STEPS

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

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract with ORW Architecture
Attachment #2: Qualifications Based Selection-Request for Proposal

December 20, 2023

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

ORW
ARCHITECTURE
WWW.ORWARCHITECTURE.COM
29 S GRAPE STREET
MEDFORD OR 97501
P 541.779.5237

re: Fee Proposal City of Ashland
Facilities Planning and Management Plan

Dear Scott:

On behalf of ORW Architecture, I am pleased to submit this fee proposal for the Facilities Planning and Management for the City of Ashland. Please find the Scope of Work and Pricing on the following pages.

The Facilities Assessment work will be done by our consultant McKinstry. McKinstry's FCA is unique—comprehensive, meticulous, and built from the bottom up using the full depth and breadth of design, construction, operations, and maintenance expertise. They bring a long history of experience in design and facility assessment that enables them to provide a comprehensive and reliable assessment

The Coordination and Planning Update will be completed by ORW Architecture. We welcome the opportunity to continue our long-standing and positive professional relationship with The City of Ashland.

We propose to provide the following services:

McKinstry Facilities Assessment:

- Facilities Assessment by our consultant McKinstry
- Engineered Maintenance Plan
- Communication Tools
- Buildings Included in the Scope of work (see Exhibit A McKinstry Proposal)

Service	
FCA	304 Hrs.
EMP	48 Hrs.
Asset Tagging	32 Hrs.
CMMS Consulting	16 Hrs.
Reveal TM	44 Hrs.
Total	444 Hrs.
Total Not to Exceed	**$83,174**

*Annual fee for Reveal beyond the first year - $1,674 with a 3% increase each year thereafter

ORW Coordination / Planning:

- PHASE 1: Facilities Conditional Assessment.....85 Hrs.
- PHASE 2: Space & Programming Needs Assessment
  1. ***Public outreach plan / Develop a foundation and framework for the plan.....120 Hrs.***
  2. ***Interviews to identify facility needs and deficiencies.....34 Hrs.***
  3. ***Building programming for listed buildings.....142 Hrs.***
  4. ***Final phase 2 deliverable / Program update.....142 Hrs.***
  5. ***Present findings of space needs analysis to the City Council at a Study Session....25 Hrs.***
- PHASE 3: Final Plan Development and Adoption.....185 Hrs.

ORW Total Hrs.....733 Hrs.

Total Not to Exceed.....$127,035

Grand Total ORW Structural and McKinstry.....$210,209

Travel McKinstry.....$3,760
ORW Reimbursables.....$1,000

Please do not hesitate to contact us if you have any questions about the Scope of Services or Fee that we have proposed. Thank you again for this opportunity to continue serving the City of Ashland.

Sincerely,

J. David Wilkerson, II, AIA, LEED AP BD+C
Principal Architect

att: The City of Ashland List of included buildings, Hourly Rate Schedules

ACCEPTED:

SIGNATURE DATE

	Department	Bldg Name	Facility ID	Address	SF
	Public Works				
1		Briscoe Elementary	1	265 N Main St	32,289
2		City Hall	4	20 E Main St	4,451
3		Community Center	3	Winburn Way	4,289
4		Pioneer Hall	6	Winburn Way	2,860
5		Community Development	2	51 Winburn Wy	20,748
6		Calle Guanajuato Restrooms	74	51 Winburn Wy	1,342
7		Fire Station #2	68	1860 Ashland St	7,120
8		Fire Station #1	67	455 Siskiyou Blvd	12,964
9		Golf Maintenance Shop Area	60	3060 Highway 66	6,181
10		Golf Maintenance Covered Storage and RR	114	3060 Highway66	3,097
11		Service Center, Water Distribution	58	90 N Mountain Ave	20,426
12		Street/Shop; Street Operations, Fleet, Facilities	73	90 N Mountain Ave	6,380
13		The Grove, Parks & Rec, Utility Billing	34	90 N Mountain Ave	9,745
14		Council Chambers/ Courts	63	90 N Mountain Ave	5,568
15		Police Department	64	90 N Mountain Ave	9,770
				Sub total	147,230
	Parks & Rec				
1		Skate Park RR	20	Near Intersection of Water St & W Hersey St	293

2	Ashland Creek Park RR	15	Near Intersection of Water St & W Hersey St	401
3	Lithia Park Cotton Memorial RR	171	Granite St	588
4	Dog Park RR	19	950 Perozzi St	343
5	Garden Way Park RR	40	771 Garden Wy	280
6	Garfield Park RR near splash pad	62	E Main St a California St	1,057
7	RR S of Lithia Bandshell	54	Winburn Wy	1,032
8	Parks Admin Office AKA the cabin	56	Lithia Park S Pioneer St at Granite St	1,568
9	Parks Admin, aka parks annex and public RR	86	Lithia Park S Pioneer St at Granite St	1,422
10	Lithia Park Playground RR	41	Winburn Wy	1,161
11	Lithia Park Shops	85	S Pioneer St at Granite St	402
12	Lithia Parks Materials & Equipment Storage	84	S Pioneer St at Granite St	2,189
13	Lithia Park Storage	55	S Pioneer St at Granite St	4,052
14	N Mountain Park Baseball concession stand, RR, clubhouse	10	610 N Mountain Ave	2,822
15	N Mountain Park Baseball batting cage & storage	12	610 N Mountain Ave	3,556
16	N Mountain Park Nature Center Office	8	620 N Mountain Av	2,384
17	N Mountain Park Nature Center Barn	27	620 N Mountain Av	1,010
18	N Mountain Park Shop & Softball concession stand, RR, clubhouse	11	610 N Mountain Ave	2,418
19	N Mountain Park Softball material and equipment storage	13	610 N Mountain Ave	3,678
20	Golf Pro Shop and Driving Range	50	3060 Highway 66	3,647
21	**Golf Driving Range**	122	3060 Highway 66	1,715

22	Lithia Park Root Memorial RR	65	Winburn Way (across from 369 Granite St)	679
23	Railroad Park RR	31	785 A St	395
24	Hunter Park RR	46	Homes Ave	2,494
25	Hunter Park-Daniel Meyer Pool Locker Rooms	47	Homes Ave	5,506
26	Senior Center	49	Homes Ave	4,396
27	Swim Reservoir RR	37	Granite St & Grandview Dr	247
28	Lithia Park Tennis Court RR (between tennis courts & duck pond)	53	Winburn Way	598
43			sub-total	50,333
			Total	**197,563**

REQUEST FOR PROPOSALS
QUALIFICATIONS BASED SELECTION

Professional Engineering Services
for
PROJECT 2022-04
Facility Planning Optimization and Management Plan

PROJECT NO:	**2022-04**
PROJECT TYPE:	**Professional Consultant Services**
PROPOSALS DUE:	**May 11, 2023**
SUBMIT PROPOSALS TO:	**City of Ashland Public Works - Engineering, at 51 Winburn Way, Ashland OR 97520; or by mail to: 20 E. Main Street, Ashland, OR 97520**
CITY PROJECT MANAGER:	**Scott Fleury P.E., Public Works Director**
PROJECT DURATION:	**Phase 1: Facility Assessment** **Phase 2: Space and Programming Needs** **Phase 3: Final Plan Development & Plan adoption** **12 months total duration**

CITY OF
ASHLAND

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

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ADVERTISEMENT
CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS
QUALIFICATIONS BASED SELECTION
for
PROFESSIONAL CONSULTANT SERVICES

The City of Ashland (City) is seeking Proposals for professional consultant services for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City's existing asset management system.

PHASE 1: Facilities Conditional Assessment

PHASE 2: Space and Programming Needs Assessment

PHASE 3: Final Plan Development and Adoption

Proposals must be physically received by **May 11, 2023** (main lobby clock)**,** in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Scott Fleury P.E., Public Works Director at 541/488-5587 or by email at scott.fleury@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for professional engineering services in a form substantially similar to the one provided in this RFP.

Proposal documents may be downloaded from OregonBuys (https://oregonbuys.gov/bso/). Any addenda that may be issued relating to this RFP will be available 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 and must include the services of a Professional Engineer registered in Oregon.

Consultant selection will be based upon weighed criteria as set forth in this Solicitation Document 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: April 13, 2022
RFP for Project #2022-04

CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS – QUALIFICATIONS BASED SELECTION

PROJECT NO. 2022-04
Facility Planning Optimization and Management Plan

SECTION 1 - **PROJECT OVERVIEW**

1.1 Objectives

The City of Ashland (City) is seeking Proposals from professional engineering consultants for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City's existing asset management system.

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

PHASE 1: Facilities Conditional Assessment

PHASE 2: Space and Programming Needs Assessment

PHASE 3: Final Plan Development and Adoption

1.2 Background Information

This City of Ashland has a current population of 21,500 and the City has 245 full time equivalent personnel budgeted for in the 2021-2023 Biennial Budget. The City provides a full range of municipal services through various operating Departments and Divisions.

The City has approximately 90 properties; 47 City utilized and managed properties and 42 that are managed by Ashland Parks and Recreation. In addition, there are 51 slivers of rights-of-way that serve no dedicated City purpose and could be surpluses and returned to adjacent property owners thereby removing the maintenance (weeds and fire prevention) responsibility from the City.

1.3 Reference Documents

All available reference documents and information shall be provided to the selected consultant firm.

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	4/13/2023
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	5/1/2023
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	5/8/2023
4.	Closing Date (last day to submit Proposals)	~30 days after Proposal Release	5/11/2023
5.	Responses Evaluated	~15 days after Closing Date	5/26/2023
6.	Interviews Held (if necessary)	~25 days after Closing Date	6/1/2023
7.	Intent to Award Announced	~30 days after Closing Date	6/6/2023
8.	Contract Negotiations	~40 days after Closing Date	6/16/2023
9.	Expected Project Completion (all phases)	12 months after Contract Award	8/1/2024

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 professional consultant services for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City's existing asset management system.

3.2.1 PHASE 1: Facilities Condition Assessment

1. Prior to the start of on-site assessments, the Consultant shall work with the City in developing assessment standards to ensure consistency and completeness of data gathered at different facilities.
2. The Consultant shall provide an assessment schedule with planned survey dates for specific facilities.
3. The assessment shall be performed by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing
4. The assessment shall be conducted in accordance with established industry standards
5. The Consultant shall obtain from the City, where available, existing drawings and plans and review those drawings and plans for each facility prior to its on-site assessment. It should be noted that in some cases complete records for a particular building may not be available.
6. The Consultant shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions
7. The Consultant shall review, document, and photograph physical condition deficiencies
8. The Consultant shall provide a facilities conditional assessment document which shall include, but shall not be limited to the following for each facility:
    I. A narrative summary of the facility and building system shall be documented in addition to the standard quantitative information
    II. Categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include
    III. Assessment of current structural conditions of City owned/operated building
    IV. Assessment of each building's compliance with all applicable building codes
    V. Estimated life expectancy of the building
    VI. Identification of major repairs which require immediate undertaking (present-5 years out)
    VII. Estimate of likely cost of necessary immediate repairs
    VIII. Identification of major repairs which will likely be necessary in the foreseeable future (5, 10, 20, and 30 years out)
    IX. Estimate of likely costs of the long term repairs
    X. Assessment of current mechanical systems and components thereof
    XI. Assessment of the functioning condition of each system and the components thereof
    XII. Estimation of life expectancy of each system and/or components thereof
    XIII. Estimation of the likely cost of repairing each system and/or components thereof

3.2.2Phase 2: Space and Programming Needs Assessment

1. Develop public outreach plan
    I. Develop foundation and framework for plan
    II. Develop outreach strategies
        a. Messaging
        b. Survey's

c. Open House

III. Implement outreach strategies

IV. Evaluate and improve as required

2. The Consultant shall conduct interviews with designated City representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.
3. For each building, the Consultant shall provide building programming to:
   I. Identify the nature of work performed in or function of each workspace
   II. Identify on an inter-departmental basis and an intra- and inter- divisional basis what working relationships exist and the level of intensity of those working relationships
   III. Identify the physical proximity needs of the aforesaid interdepartmental and inter- and intra-divisional working relationships
   IV. Assess whether the proximity of work performed in one space and interrelated with work performed in another space promotes or inhibits the effectiveness and efficiency of the overall work performed in the two or more spaces
   V. Identify the number of employees using each space
   VI. Identify ancillary and accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical spaces, vestibules, stairwells, elevators, hallways, and similar space allocations
   VII. Identify security issues and concerns and ways they can be addressed
   VIII. Assess whether the particular space is currently adequate given the nature of the work performed therein or the function thereof, to include available information technology infrastructure
   IX. Assess the locations of public safety facilities in relation to emergency service response times
   X. Assess whether the particular space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work
   XI. Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations
   XII. Assess parking capacity for public and staff needs including parking for bicycles
   XIII. Asses public accessibility to public meeting spaces and departmental services
4. Final phase 2 deliverable shall be program update/statement of requirement documents including, but not limited to:
   I. Assessment of departmental and division space needs and requirements
   II. Assessment as to whether current spaces are functioning in order to undertake the work of the City efficiently and effectively
   III. Identification of any efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity.
   IV. Forecasts for departmental growth and space needs
   V. Critical adjacencies between and within Departments
   VI. Desired support areas and amenities
   VII. Departmental security and safety needs
   VIII. Desired image of the organization and desired outward image of current and future facilities.
5. Present findings of space needs analysis to City Council at a Study Session

3.2.3 PHASE 3: Final Plan Development & Plan Adoption

1. Facilitate a process to gain consensus among City departments on a preferred master plan strategy or group of strategies

2. Using information developed in Phase 1 and Phase 2, provide a master plan which takes into consideration the City's anticipated future needs for space and the organizational use of such space, including development or use of space not currently owned, operated or used by the City, if such additional space is deemed necessary to the cost effective and efficient operation of City government.
3. Develop a short-term (1-4 years), mid-term (5-15 years) and long term (15-30 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.
4. Present findings to City Council at a Study Session and Business Meeting
5. Final documents shall include, but are not limited to:
    I. Master Plan Strategies
    II. Preliminary project budgets
    III. Preliminary project schedules
    IV. Other Relevant/Diagrammatic information

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 completing major facility master plans for municipalities. Include a summary of prior partnerships with the City if any. Include a summary of your quality control program utilized to deliver successful facility master plans.

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 facility master plan development experience.
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 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 individuals that will play primary roles in development of the required master plan and their experience working with municipalities on facility master plan 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 dam safety improvement 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 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	20	
3.	Project Team Experience	30	
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30	
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 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

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 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) 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.

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 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. 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 – Anticipated total time for completion, 12 months from award.

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, 2022 ($17.02 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds $24,050.68or 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 $24,050.68.
- 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, City 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 in 12 point font minimum.
- Except for proposer attachments, proposal form, cover letter 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 date and time set for Proposal closing.
- A total of six 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 CD or thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this 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 Proposal.
"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. **2022-04**
City of Ashland Public Works Dept.
ATTN: Scott Fleury P.E., Public Works Director
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely

rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this 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 – **CONTRACT FORM INCLUDING EXHIBIT B, EXHIBIT C**
APPENDIX B – **FORM W-9**

PERSONAL SERVICES AGREEMENT (greater than $35,000.00)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-XXXX Fax: 541/552-XXXX	CONSULTANT: CONSULTANT'S CONTACT: ADDRESS: TELEPHONE: EMAIL:

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXX, a (domestic professional corporation - for example) ("hereinafter "Consultant"), for (description of services to be provided.).

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 XXXXXXXXX.
2. **Scope of Work:** Consultant will provide (description of services to be provided) as more fully set forth in the Consultant's Proposal dated XXXXXXXXX, 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 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.

6. **Compensation:** City shall pay Consultant the sum of **$XXXXXXXX** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **$XXXXXXXXXXXX** 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 arising out of or incident to 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 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.

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 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 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. 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

XXXXXXXXX (CONSULTANT):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

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

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Date

EXHIBIT B

CITY OF ASHLAND, 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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

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 for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Tuesday, February 06, 2024 10:00 AM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

Categories: Testimony

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Jamie Leah Rosenthal**
Phone: **5418906111**
Email: **owlfindaway@gmail.com**
Meeting Date : **02/06/2024**
Type of Testimony: **WRITTEN**
Written Testimony: **Late last week, after eight years of serving my community outreach and education role, which includes serving on the City of Ashland's climate and environmental Advisory Policy Committee, I was fired from Recology Ashland. Today, I would like to testify about my experience of the threat to our community that is the man from Jackson, Tennessee who moved to Ashland in August to take Gary Blake's place as the soon-to-be next general manager of Recology Ashland.**

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

Alissa Kolodzinski

From: City of Ashland, Oregon <administration@ashland.or.us>
Sent: Monday, February 05, 2024 4:56 PM
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Nicole Kemmer**
Phone: **5417616620**
Email: **nicolejkemmer@gmail.com**
Meeting Date : **February 6th 2024**
Type of Testimony: **WRITTEN**
Written Testimony: **I'm a concerned citizen of Grants Pass who has been watching hostilities unfold in the Gaza strip since October 7th. I'm deeply unsettled by what I've seen reported by Palestinian journalists on the ground as the situation in Gaza has grown more and more desperate. I'm horrified at how long this has been allowed to go on, and by Israel's many flagrant violations of international law. As someone who has spent extended time working with at risk children and disabled people, it pains me greatly to see those two groups so disproportionately affected by the man-made humanitarian crisis in Gaza. More than 70 cities throughout the US have passed ceasefire resolutions and I believe the city of Ashland should join them. Today marks 121 days since October 7th. Civilians in Gaza have nowhere safe to go. they are told to evacuate to the south where "they will be safe" yet the bombing follows no matter where they evacuate to. No matter what promises were made about their supposed safety as long as they comply. Over 27,000 civilians have been killed by the Israeli occupation force, and 11,500 of that number were children and infants. Nearly 67,000 people have been wounded. We are seeing famine setting in. Children dying not only from bombings, but from exposure to harsh weather and malnourishment. This is a war on children. We are seeing the disabled die due to innacessable assistive devices and life supports such as feeding tubes, and breathing machines. Not to mention that for the immobile, fleeing on foot is not an option. Additionally, many thousands have suffered amputations and other disabling injuries due to bombings. This is a war on the disabled and a war TO disable. We are seeing pregnant women, forced to deliver babies in tents with no medical assistance, die. This is a war on mothers. There is so much more to say, but I will close with this: The humanitarian crisis in Gaza continues to grow more and more dire with the indiscriminate carpet bombing of civilian neighborhoods, the lack of sufficient humanitarian aide entering Gaza, water scarcity and the destruction of hospitals and essential infrastructure. Jackson County Democrats have already called on municipalities to call for ceasefire. Were the city of Ashland to pass a ceasefire resolution, it would set a commendable example for other cities in the Rogue Valley to follow suit in standing up against genocide**

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

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 2/5/24

Name Bruno Marcotulli

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) SG Ordinance

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

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

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Tonight's Meeting Date 2/5/24

Name Kelly Marcotulli

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) X 56 ordinance

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge:_____

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Dear Kelly:

I have no idea why Councilor Dahle, or anyone else, would be under the false impression that I am unwilling "to approve any modifications to ordinances I draft," especially because working with local officials to modify my initial drafts of ordinances to final form is something I do continuously.

The actual process which takes place when I am retained to draft a wireless ordinance for a local municipality, is that I prepare a first draft of custom-tailored ordinance for that specific municipality.

In creating this initial draft, I generally take into account, among other things, the law of the federal Circuit within which they are situated, their existing zoning code, zoning districts and any comprehensive plan which they may have adopted, their residential lots sizes, topography, population density, historic districts and/or structures, aesthetics resources and potentially environmental sensitive areas.

I then submit the initial draft to local officials for their review, comment, suggestions and requirements. We then have a zoom meeting, which typically lasts anywhere from 30 minutes to an hour and a half, going through the ordinance, answering questions, and working out revisions, to complete the draft to a final form which the local officials are happy with.

Then they typically advertise a public hearing at which to discuss it, and to hear from the public. I attend that hearing (virtually), and again, answer any questions they may have.

Then, and only then, does the local government proceed to adopt it.

Very truly yours,

Andrew J. Campanelli, Esq.

Campanelli & Associates, P.C.

1757 Merrick Avenue, Suite 204

Merrick, New York 11566

(516) 746-1600

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Tonight's Meeting Date 2/6/2024

Name Rabbi David Zaslow

[redacted]

Regular Meeting

Agenda topic/item number letter about Israel **OR**

Topic for public forum (non agenda item) letter regarding Palestine

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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51

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Tonight's Meeting Date 2/6/24

Name Carol Sunahara

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Israel / Gaza Letter

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Ayala Zonnenschein

[redacted]

Regular Meeting

Agenda topic/item number Case file letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

_____

_____

_____

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Tonight's Meeting Date 2/6/2024

Name RANDI SPIAK

[redacted]

Regular Meeting

Agenda topic/item number Letter Re: ISRAEL/GAZA

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

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Tonight's Meeting Date 2/6/24

Name: Julie Benioff

[redacted]

Regular Meeting

Agenda topic/item number Letter re Israel / ~~re~~ Palestine

Topic for public forum (non agenda item) ?

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2-6-24

Name LISA HORWITCH

[redacted]

Regular Meeting

Agenda topic/item number CONSENT AGENDA **OR**
GAZA CEASEFIRE LETTER

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Laurel Miller

[redacted]

Regular Meeting

Agenda topic/item number Consent #6 **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

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Tonight's Meeting Date 2/6/201

Name Rabbi Avi Zwiebel

[redacted]

Agenda topic/item number Consent Agenda #6 **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Danielle Cohen

[redacted]

Regular Meeting

Agenda topic/item number ceasfire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

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Tonight's Meeting Date Feb 6, 2024

Name Jacqueline Brodsky JACQUELINE BRODSKY

[redacted]

Regular Meeting

Agenda topic/item number 9.6 **OR**

Topic for public forum (non agenda item) Gaza Ceasefire Letter

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/2024

Name Emily Simon

[redacted]

Agenda topic/item number Consent item #6 **OR** - Letter to Congressmen

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:

For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Linda Myerson Cohen

[redacted]

Regular Meeting

Agenda topic/item number ceasefire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

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Tonight's Meeting Date Feb 6/ 2024

Name Manny Cohen (please print)

[redacted]

Regular Meeting

Agenda topic/item number Cease fire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

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Tonight's Meeting Date Feb 6

Name Benjamin Ben-Baruch

[redacted]

Regular Meeting

Agenda topic/item number IX.6 **OR**

Topic for public forum (non agenda item) Gaza letter

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2-7-24

Name BRENDA GOULD

[redacted]

Regular Meeting

Agenda topic/item number CEASEFIRE **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Tony Foster

[redacted]

Regular Meeting

Agenda topic/item number ceasefire **OR**

Topic for public forum (non agenda item) ceasefire.

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 12/6/2024

Name Jaime Powell (please print)

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Cease Fire

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Greg Grano

[redacted]

Regular Meeting

Agenda topic/item number ~~IX~~ .6. (Gaza) **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:

For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 1/5/24

Name Ryan Navickas

[redacted]

Regular Meeting

Agenda topic/item number 10 Gaza ceasefire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

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Speaker Request Form

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Tonight's Meeting Date 2.6.24

Name Erin Moline (please print)

[redacted]

Regular Meeting

Agenda topic/item number Gaza **OR**

Topic for public forum (non agenda item) ceasefire

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date Feb 6 2024

Name Sarah M.

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Ceasfire Now

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 2/6/24

Name Nicole Kemmer

[redacted]

Regular Meeting

Agenda topic/item number Gaza Humanitarian Aid **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

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Tonight's Meeting Date 2/6/24

Name Kayla Blanchflower

[redacted]

~~Regular Meeting~~

Agenda topic/item number Gaza Ceasefire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:

For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date Feb 6

Name [redacted] Alan Weisbard

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) [redacted] -letter (Gaza City?)

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge:_____

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Tonight's Meeting Date_____

Name MORRIS MAIZELS

[redacted]

Regular Meeting

Agenda topic/item number the letter **OR** cease fire

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

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Tonight's Meeting Date 2/6/24

Name Alison Post

[redacted]

Regular Meeting

Agenda topic/item number Ceasefire letter **OR**

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge: _____

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