



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, November 19, 2024

Council Chambers, 1175 E Main Street

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.

If you would like to submit written testimony or if you wish to speak electronically during the meeting, **complete the online [Public Testimony Form](#) no later than 10 a.m. the day of the meeting.**

6:00 p.m. Regular Business Meeting

I. CALL TO ORDER

- a. Land Acknowledgement**

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

V. APPROVAL OF MINUTES

- a. Minutes of the October 14, 2024 – Study Session Meeting
- b. Minutes of October 15, 2024 - Business Meeting
- c. Minutes of the October 30, 2024 Special Meeting
- d. Minutes of the November 4, 2024 Study Session

VI. CONSENT AGENDA

- a. Contract for TAP ARPA Grant Scope 2 – Booster Pump Station Improvements
- b. Social Equity and Racial Justice Advisory Committee Appointment
- c. Budget Supplemental - Fire Department FEMA Grant
- d. Approval of Electric Master Plan

VII. SPECIAL PRESENTATIONS

- a. Swear in Judge Mulkins

VIII. PUBLIC HEARING

- a. First Reading ORD 3251 Repealing and replacing AMC Chapter 10.120 – Persistent Violations
- b. First Reading ORD 3250 amending AMC Section 10.56.020 “Trespass” to add trespass in an Enhanced Law Enforcement Area
- c. First Reading ORD 3249 Amending AMC, Section 9.08.110 – Scattering Rubbish, to add for urination and defecation
- d. First Reading - ORD 3244 Amending AMC 2.10 to Establish Uniform Policies and Operating Procedures for Advisory Committees and Commissions

IX. PUBLIC FORUM

15 minutes – Public input or comment on City business not included on the agenda



Council Business Meeting Agenda

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

XI. UNFINISHED BUSINESS

- a. Homeless Services and Winter Shelter Update

XII. NEW BUSINESS

- a. SOHFA Storage Proposal

XIII. CITY MANAGER REPORT

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

XV. ADJOURNMENT

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, ashlandoregon.gov.

**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, October 14, 2024**

Mayor Graham called the meeting to order at 5:30 p.m.

Mayor Graham and Councilors Dahle, DuQuenne, Bloom, Hansen, and Kaplan were present. Councilor Hyatt appeared via Zoom.

I. Public Input

(15 minutes – Public input or comment on City business not included on the agenda)
None

II. Community Center and Pioneer Hall Construction Update

Public Works Director Scott Fleury spoke that Scott Goings and Ryan DeMello from Outlier Construction, Community Development Director Brandon Goldman, and Building Official Steven Matiaco would also be available for questions. Fleury provided a presentation that covered the following regarding each building (see attached):

- Current Status
- Structural Issues and Mitigation Options
- Facility Rehabilitation
- Fiscal Implications

Hansen thanked Fleury for the detailed fiscal implications. Hansen confirmed with Fleury that with regards to the Community Center, the estimated difference is approximately \$37K between the remodel of the existing structure versus a new building. Fleury noted additional benefits of a new building include enhanced energy efficiency, ADA accessibility, and usability as a community center. Bloom spoke of seeing the building first-hand earlier in the day and commented on the unknowns involved in the remodel. Bloom asked how confident Fleury is in the cost estimate for a new building and Fleury responded that there are still unknowns involved. Kaplan asked for clarification about the cost to finish Pioneer Hall, and Fleury responded that the estimate is \$388,862. Fleury clarified the additional cost to original approved budget is the newly estimated \$531,483 to properly mitigate the Community Center. DuQuenne asked if the \$95K is for Pioneer Hall only. Fleury spoke that the change orders to date is for Pioneer Hall only. DuQuenne asked if it would be possible for film the inside of the Community Center so the community can take a virtual tour. Cotta spoke she could coordinate with Outlier to make that happen. Dahle asked for a review of alternatives considered to make the building structurally sound. Fleury spoke that the mitigation will allow for the building to meet live and dead load demands such as for snow load. Ryan DeMello spoke of the structural fixes needed to make the building safe such as the walls needing to be plumb and additional support for the roof. Graham confirmed with Fleury that the change orders to date pull from the \$250,000 contingency budget. Kaplan spoke that this project is over budget and asked where the funding would come from to finish either scenario. Cotta discussed options include prioritizing these buildings at the expense of other facilities projects

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October 14, 2024
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which would impact the next biennium budget. Bloom asked about contingency plans if renovation requires even more after the foundation is stabilized. Cotta spoke this is why the project was paused to have this discussion with Council regarding options to fulfill the community's desire for this space to open.

Fleury spoke that budget considerations related to a remodel could include eliminating the improvements for ADA accessibility and the HVAC system and if a new building is considered, this will run into the next budget cycle with appropriations needed through the budget committee process. Pioneer Hall would be able to be finished in March. Bloom asked if rehabilitation of the Community Center could be completed in March with Fleury confirmed. Kaplan asked if it was possible to stabilize the floor and walls where they are instead of leveling them. DeMello spoke that it is possible but would likely present more issues in five to ten years. Dahle asked if more settling is likely. DeMello spoke that the structural engineers said this is likely due to the continued water infiltration from the hillside. DuQuenne asked if a sump pump could be put in the Community Center. DeMello spoke that this is possible as a temporary solution. DuQuenne spoke that the community wants the building to open, and she would like to know what the expense and sustainability would be to rehabilitate the building. Fleury spoke it will take approximately \$400K of additional funds to rehabilitate the building, which could come from not completing other project components to remain on budget. Bloom spoke that the cost of repair is likely to increase significantly as the project unfolds and asked about the level of confidence that the building won't collapse as repairs occur. DeMello spoke that this has been figured into the presented budget changes. Kaplan asked if some of the historical items such as the floor and windows could be used in a new building. DeMello affirmed, adding it could be built to look just like the existing building. Hansen asked if the new budget numbers include what is necessary to shore the roof structure during renovations, which DeMello confirmed. Hansen asked if zoning would allow for a second story for added meeting space. Community Development Director Brandon Goldman, spoke that the current zoning would allow a rebuild on the existing footprint with a conditional use permit, but adding use as a government facility may require rezoning. Hansen asked how long that process would take. Goldman responded about six months once an application is received, but this would first require the preparation of an application including an architectural design. Graham asked if the new budget numbers include mitigation of the foundation and water issues. DeMello clarified that the water intrusion is unable to be mitigated in the renovation due to a lack of access, with Fleury adding the foundation issue would be mitigated. Kaplan asked how the new construction handles the water issue. DeMello spoke that design of the foundation would be different. Hyatt asked what longevity could be expected with the remediation option. DeMello responded that full remediation will have better longevity than minor fixes. Graham confirmed with DeMello that both options create a structurally sound building for decades to come.

Public Comments

Mitzi Loftus/Ashland –Loftus asked what happens if voters want something different from Council's decision.

Sam Whitford/Ashland – spoke that he has served on the Ashland Historic Preservation Advisory Committee (HPAC) for over 20 years and spoke in favor of renovation.

Dale Shostrom – spoke that he has served on the HPAC for 26 years, spoke in favor of renovation, and suggested an ad-hoc committee could guide this process.

Judy Kennedy – Spoke in support of continuing to work on either solution that will allow the community center to open back up to the public but favored keeping the existing building.

Graham noted that the future of the Community Center will not go before citizens for a vote. Graham asked if the Council decided to rebuild, would the formal process prior to demolition include an in-depth public hearing to engage the community in expressing concerns, support, or alternatives and consideration for compliance with historic preservation standards. Goldman confirmed, adding it would also come before the HPAC to as part of their charge to advise Council, who would then make the decision to rebuild or renovate. Dahle asked Fleury how long it would take for an ad-hoc committee to be formed and decide on how to advise Council. Fleury anticipated it would take three to six months to receive a recommendation. Graham asked when the contractor would need a decision on the Community Center to benefit from work already being done at Pioneer Hall. Cotta responded by mid-November. Hansen spoke of the cost to downtown businesses due to further delays. Graham summarized that staff is requesting direction from Council to either continue with renovation or to begin the public hearing process to consider demolition and rebuild. DuQuenne spoke in favor of forming an ad hoc committee. Graham about what notice is required for Council to consider demolition. Goldman clarified this is not a land use decision that would require notice, but a Council decision. Goldman spoke that if Council wanted to pursue inquiry on demolition, staff could schedule a HPAC on November 6th, with a potential recommendation to Council for their November 19th meeting. Kaplan clarified with Goldman that an HPAC meeting would seek public input. Kaplan asked if a virtual tour could be made available to the public in the timeframes discussed, which DeMello confirmed.

Graham polled Councilors for their preference regarding renovation or pursuing a rebuild option. Hansen spoke in favor of a new building that could last for another 100 years and might include more options for the community. An ad hoc would not be of benefit as options have already been explored. DuQuenne spoke in favor of a public hearing to consider both pathways and in support of forming an ad-hoc committee. Kaplan spoke of concerns that staying on the current path would lead to more delays and in favor of a public hearing regarding options. Dahle spoke in favor of forming a Management Advisory Committee (MAC) to better inform the Council how to best preserve the building's historic nature. Bloom spoke in favor of forming a MAC along with engaging the community in this decision. Hyatt asked Fleury if he could arrive at a decision from a MAC in four weeks, which Fleury confirmed was feasible. Fleury continued that the MAC would want to include the HPAC and could

compile recommendations to Council at the first meeting in December. Hyatt asked if the MAC would clarify the budget numbers. Fleury spoke it would help with that and also clarify the risks and liabilities with any decisions. Graham spoke in favor of a MAC process that might help the community come closer to a consensus. Kaplan agreed. Hansen spoke that he did not think any new relevant information would come out of a MAC and did not support taking more time on that. Graham asked Fleury if he could come back with a recommendation from a MAC by early December so Council could make the bigger pathway decision, which Fleury confirmed. Graham confirmed staff had what they needed to move forward.

III. **Adjournment of Study Session**

The meeting was adjourned at 7:27 p.m.

Respectfully Submitted by:

Attest:

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Community Center & Pioneer Hall Update

October 14, 2024

Facility Rehabilitation

Overview

- Current Status
- Structural Issues and Mitigation Options
 - Pioneer Hall & Community Center
- Fiscal Implications
- Next Steps & Schedule

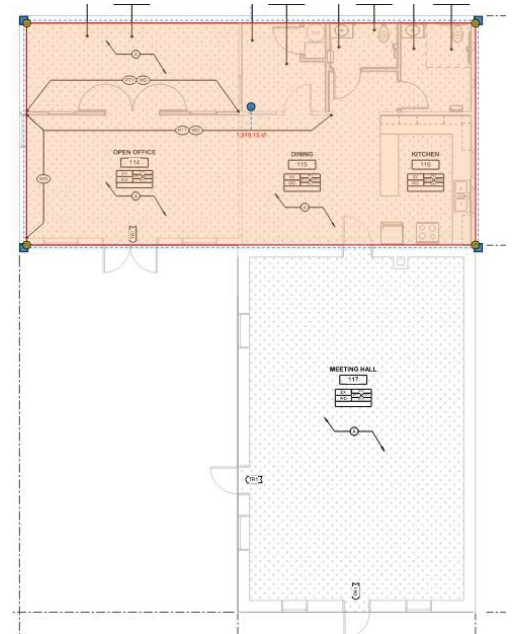


Community Center & Pioneer Hall Update



Facility Rehabilitation

- Asbestos Mitigation - Complete
- Structural Framing Main Cabin - Complete
- Current Issues (Kitchen/Office Area)
 - Foundation Settlement
- Causes
 - Soil Composition/Water Damage
 - Initial Inadequate Construction
- Risk
 - Continued Settlement Threatens Structure
- Solution
 - Professional foundation repair and stabilization (18 helical piers). Remove and replace existing floor sheeting, prep, and pour self-leveler (highlighted area)

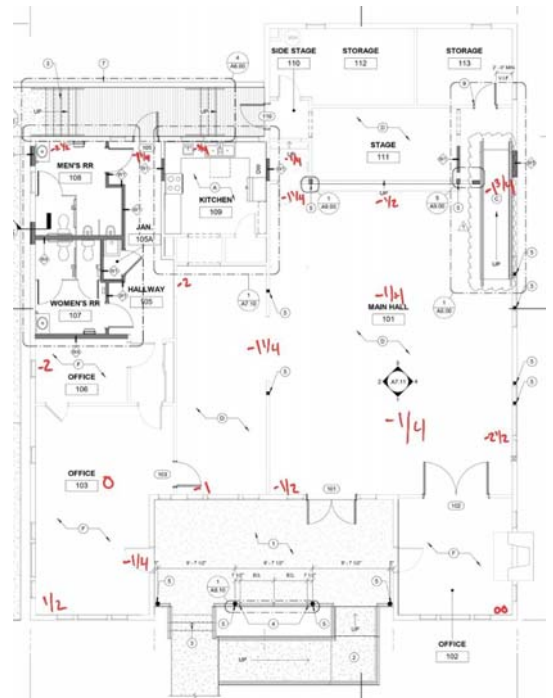


Community Center & Pioneer Hall Update



Facility Rehabilitation

- Asbestos Mitigation - Complete
- Current Issues
 - Structurally Inadequate (Load Paths)
 - Foundation Settlement
- Causes
 - Soil Composition/Water Damage
 - Initial Inadequate Construction
- Risk
 - Continued Settlement Threatens Structure
- Solution
 - Professional foundation repair and stabilization (41 helical piers and adjustable post bases). Remove and replace exterior rim joist beam



Community Center & Pioneer Hall Update



Fiscal Implications

• Estimated Cost Implications

Construction Budget	Spent to Date	Remaining
\$1,722,490	\$214,800	\$1,507,690

Change Orders To Date*

\$ 109,732

Additional Structural Funds Required (Community Center) Total

\$ 381,483 \$ 531,483

Plus approximately 95-150K**

*Change order includes additional asbestos mitigation and structural modifications to Pioneer Hall

** Estimated additional funds required to repair framing and finishes from jacking and leveling building

New Project Budget with Additional Structural Mitigations	\$2,191,123
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New Building Costs (Construction) \$ 1,500,000

Architectural & Engineering Fees for New Construction \$ 300,000

Buildings Permit Fees (Placeholder) \$ 40,000

Remaining Costs for Pioneer Hall \$ 388,862

Estimated Total Project Cost (New) \$2,228,862

Community Center & Pioneer Hall Update



Next Steps

- Complete Structural Repairs and Additional Bid Items for Pioneer Hall
- Schedule and Hold Public Hearing for Demolition of Community Center
- Negotiate Change Order with Outlier Construction For:
 - Demolition of Existing Building
 - Design/Construction of New Building
- Process Demolition Permit and Remove
- Design New Building
 - Schematic Design (SD) Phase (30 Days)
 - Design Development (DD) Phase (35 Days)
 - Construction Documents (DC) Phase (55 Days)
- Construct New Buildings (164 Days)
 - Complete in December 2025

Community Center & Pioneer Hall Update



QUESTIONS?

Community Center & Pioneer Hall Update

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, October 15, 2024**

5:00 PM Executive Session

Mayor Graham and Councilors DuQuenne, Bloom, Dahle, Kaplan, and Hansen were present. Western Rivers Conservancy Director Mik McKee, Associate Project Manager Elijah Dwoskin, Acting City Attorney Doug McGeary, City Manager Sabrina Cotta, Parks and Recreation Director Rocky Houston, City Recorder Alissa Kolodzinski, and Parks Commissioner Jim Bachman were also present. Attending from the media were Morgan Rothborne of Ashland.News and Susan Hiland from the Grants Pass Daily Courier.

1. To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660 (2)(e).

6:00 PM Business Meeting

I. CALL TO ORDER

Mayor Graham called the meeting to order at 6:03 p.m.

- a. Land Acknowledgement**

Councilor Dahle read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Councilor Hansen led the pledge of allegiance.

III. ROLL CALL

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

IV. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

V. APPROVAL OF MINUTES

- a. Minutes of September 30, 2024, Study Session
- b. Minutes of October 1, 2024, Business Meeting

Kaplan/Hansen m/s to approve the minutes.

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

VI. CONSENT AGENDA

- a. Contract Approval with Emergency Communications of Southern Oregon
- b. Resolution 2024-27 NHMP Adoption
- c. Public Arts Advisory Committee Appointment

Dahle/Kaplan m/s to approve the consent agenda.

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

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Mayor Graham thanked Christi McLain and Patricia Way for stepping forward to serve on the Public Arts Advisory Committee.

VII. CONTRACTS

PUBLIC FORUM

15 Minutes – Public input or comment on City business not included on the agenda.

Paul Mozina– Ashland spoke that Councilor Dahle became the Council Liaison for Oregon for Safer Technology (OST) regarding amending AMC Chapter 13. The City hired Nancy Warner to write the ordinance The City posted Chapter 16 amendments on February 13 for public comment, but OST did not learn of Warner’s authorship of the ordinance until March 4. Mozina spoke that OST felt Dahle was not forthright

VIII. PUBLIC HEARING

a. Ordinance 3247 – An ordinance amending the Ashland Urban Growth Boundary map to correct an error for the properties at 375 and 475 East Nevada St. Community Development Director Brandon Goldman provided a presentation (see attached). Goldman spoke that this amendment was discussed at a public hearing on August 6, 2024, when the Council directed staff to draft an ordinance under provisions of the 1982 Urban Growth Management Agreement. The emergency language would allow the applicant to immediately proceed with the County application. Kaplan asked if there were other implications with the emergency designation. Goldman and McGeary confirmed there were no other implications other than to allow the applicant to move more quickly.

Public Hearing open

Sydnee Dreyer – attorney on behalf of the applicant. Spoke that this has been a seven-year process, and the emergency declaration would allow her client to move their project forward.

Public Hearing Closed

DuQuenne/ Kaplan m/s to adopt Ordinance No. 3247 titled “AN ORDINANCE AMENDING THE ASHLAND URBAN GROWTH BOUNDARY MAP TO CORRECT AN ERROR, AND AN EMERGENCY IS DECLARED TO TAKE EFFECT ON ITS PASSAGE”, correcting the mapping error in the Urban Growth Boundary and declaring an emergency, allowing this ordinance to take effect immediately upon passage.

Discussion: DuQuenne and Kaplan offered thanks for the clarity of the presentation.

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

b. First Reading – ORD 3244 Amending AMC 2.10 to Establish Uniform Policies and Operating Procedures for City Council and Management Advisory Committees
Acting City Attorney Doug McGeary spoke about the changes made since the last meeting:

- Addition of Municipal Audit Committee on the list of exclusions
- Up to two non-voting students per committee
- Chair or Co-Chair term shall be one year with no more than two consecutive terms
- Staff time – request for additional staff time is at the approval of Council
- Included an option for attendance by electronic attendance or not

Dahle asked that language in 2.10.065 regarding expectation for diversity, equity, and inclusion (DEI) be changed to include all committees and commissions, and that members of standing advisory committees will be appointed by Council. Graham asked if Management Advisory Committees (MAC's) should be included. Cotta responded that they are not held to public meeting law and do not need to be included. Council concluded that commissions should be included in the DEI language, and that specifics of students will be addressed in the related resolution. The Council decided to remove section 2.10.048 ATTENDANCE BY ELECTRONIC COMMUNICATION and adjust language in section 2.10.020 to allow for electronic communication. The ordinance will return after these edits for a first reading.

IX. PUBLIC FORUM

15 Minutes – Public input or comment on City business not included on the agenda.

X. SPECIAL PRESENTATIONS

Water Treatment Plant Funding

Public Works Director Scott Fleury provided a presentation (see attached).

- Water Treatment Plant Funding Resolution
 - o Resolution 2024-05 authorized borrowing for improvements and allowed for it to be put on the November ballot, which the community petitioned for.
 - o Yes vote = support of resolution
 - o No vote = does not support the resolution
- EPA funding – Water Infrastructure Financing and Innovation Act (WIFIA) interest rate has lowered to 4.16 percent over 35 years and acts as a line of credit
 - o Repayment is through water rate revenues and interest is only paid on the amount of the loan borrowed as reimbursements during the project.
- Other funding options include:
 - o Revenue Bond. Repayment is through water rate revenues and interest accrues immediately on the full amount sold at a 30-year term at 4.20 percent.
 - o General obligation bond. Property tax basis is obligated and has implications.
 - o Oregon Safe Drinking Water Fund – funding is capped at around \$6 million and may include principal forgiveness of about \$3 Million which the City applied for and may have access to in the spring of 2025.
 - o Grants – Bipartisan Infrastructure Law (BIL) has funds for municipalities dealing with emerging algal toxins. Ashland qualifies for just under \$10 million and City is listed as an intended recipient in spring of 2025 for ozone pretreatment.

- o FEMA BRIC Grant- The Council has now adopted the Natural Hazard Mitigation Plan. This qualified the City for the Building Resilient Infrastructure Communities (BRIC) Grant. This process takes 12 to 36 months to know if it will be received. The City has initiated the process and was approved to move to the next step which is expected to take about eight months. The rest of the process could take 12 to 16 months before receiving a decision and the maximum award is \$50 million and requires a 25 percent match of non-federal funds.

Kaplan summarized the different funding options presented and noted there is still a significant funding gap given the potential grant award amounts and Safe water loan cap. Fleury responded that the plan would be to delay drawing against the WIFIA loan as long as possible if approved. The water fund has a significant cash balance to begin the project, and the City would use the Safe fund loan and BIL grant next. Kaplan clarified with Fleury that having the WIFIA loan in place would allow a contractor to begin the work and would only be used as needed in deference to other potential funding. Finance Director Mariane Berry clarified the City would not sign an agreement for work unless funding was in place. Berry added the City has a low debt ratio and is in good financial shape to manage the favorable terms included in the WIFIA loan. DuQuenne asked if the projected cost includes the demolition of the existing plant. Fleury responded that the city would maintain the facility and continue to generate power at the powerhouse and remove the chemical treatment equipment. DuQuenne asked about the requirement for an environmental impact study. Fleury responded that the City has necessary permits in place for the last step in the environmental review process, which is review by the National Marine Fisheries. Dahle asked if regular financial reporting on a project of this magnitude could be made publicly available. Berry responded that the financials will already be tracked, so it can be added to the City's quarterly financial reports for public view.

Fleury outlined the costs of service information. The last water rate study was completed in 2016 and an update is currently in process which will be presented to Council in December. This study will include how to equitably charge different customer classes based on water use and how to allocate Talent Ashland Phoenix (TAP) charges and may reflect additional revenue through sale of excess water to Talent and Phoenix. Kaplan asked when the last water rate increase was. Fleury responded that it was in 2019. Kaplan asked if this has kept up with inflation. Fleury responded no, as the department has seen increases in labor, construction, and material / chemical costs of around 30 percent.

Linda Peterson Adams/Ashland – spoke that a vote on ballot measure 15-234 is not an up or down vote on building the Water Treatment Plant (WTP). It is about how the City finances it. A 'Yes' vote provides the advantages of the WIFIA loan with its favorable terms not found elsewhere. A 'No' vote excludes this option, and financing must be found elsewhere with

unknown terms. A 'Yes' vote provides the greatest flexibility and most advantageous terms for the community's essential needs for decades to come.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Resolution 2024-29 Declaring the City Council's Intent to Initiate a Pilot Program for Portable Business Signs in Commercial Zones

Economic Development Specialist Jordan Rooklyn spoke on behalf of Ashland's business community in support of this resolution to create a pilot program for the use portable signs known as sandwich boards. Hansen asked when this program would start. Rooklyn spoke that if approved, the City would work with the Chamber of Commerce to discuss designs with a goal to implement before the holiday season. Hansen asked what metrics would be used for assessment. Rooklyn spoke of quantitative data comparing sales of participants to non-participants as well as qualitative data from business owners. Graham asked about interim assessments during the pilot year. Rooklyn spoke that the Chamber planned for quarterly check-ins and that the program, as an administrative pilot, has the flexibility for staff to make changes as needed and clarified that this is not limited to downtown.

Hansen/ Dahle m/s to adopt Resolution 2024-29.

Discussion: Hansen spoke in support of loosening sign restrictions while maintaining downtown culture. Dahle, DuQuenne, and Kaplan spoke in support of this as a pilot project.

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

XII. UNFINISHED BUSINESS

a. Appointment of Municipal Judge

An appointment will not be made tonight but at a special meeting. Graham asked Council what they would like to see in a municipal judge. Dahle spoke that it is apparent how important a municipal court is to this community. Kaplan is interested to hear about the various types of municipal cases the court handles and would like to see a regular report to the Council from the Judge moving forward. DuQuenne is also interested in a candidate who is willing to be more involved with Council. Hansen spoke about the desire for someone who cares about local issues and loves this community. Graham spoke about the court as an expression of the community in striking the balance between accountability and restoration. The special meeting required to meet the 60-day requirement for appointment will be properly noticed.

XIII. CITY MANAGER REPORT

XIV. NEW BUSINESS

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

Graham spoke that Ashland's 150th anniversary party is set with a free live concert coming to the Lithia Park Bandshell Sunday, October 20th from 2:00-6:00p.m. Dahle expressed special

thanks to community members for their work on committees. Kaplan spoke that the CEAP report is being compiled regarding the City's climate energy goals and is looking forward to the full report coming before the Council. DuQuenne welcomed the new members to the Public Arts Committee. Hansen shared that the APRC passed the new Lithia Park Master Plan. Kaplan spoke that the first plaque for the Playwright's Walk was installed in front of the Chamber of Commerce.

XVI. ADJOURNMENT

Hansen/DuQuenne m/s to adjourn. All in favor. The meeting was adjourned at 7:56 p.m.

Respectfully Submitted by:

Attest:

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



UGB Map Error Correction Request

CITY COUNCIL
OCTOBER 15TH, 2024

The request before you is to approve an ordinance (Ordinance 3247) to correct a mapping error in the Urban Growth Boundary (UGB) for properties located at 375 and 475 East Nevada Street.



This correction is necessary to align the UGB between the City of Ashland and Jackson County's maps, ensuring consistency between the two jurisdictions.

Council Hearing:

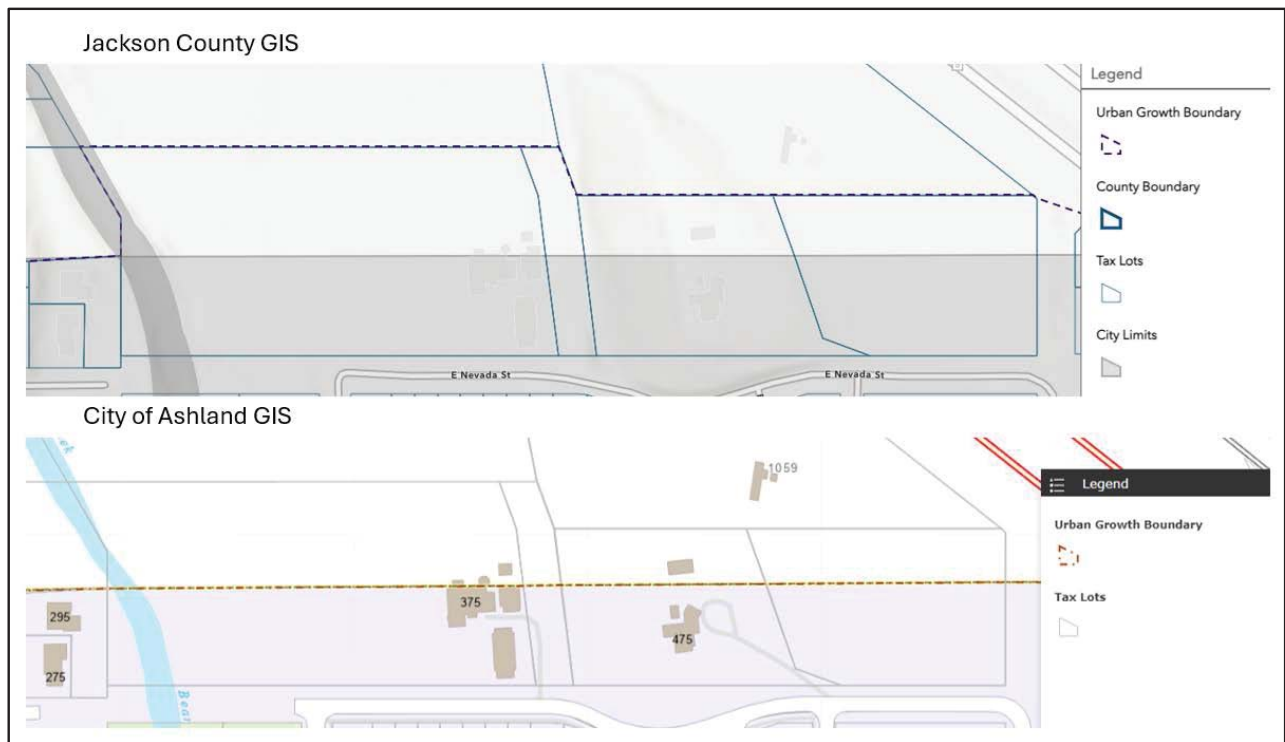
On August 6, 2024, the Ashland City Council held a public hearing to review the UGB discrepancy for 375 and 475 East Nevada St.

Council Decision:

The Council directed staff to proceed with preparing an ordinance to correct the mapping error under the provisions of the 1982 Urban Growth Management Agreement (UGMA).

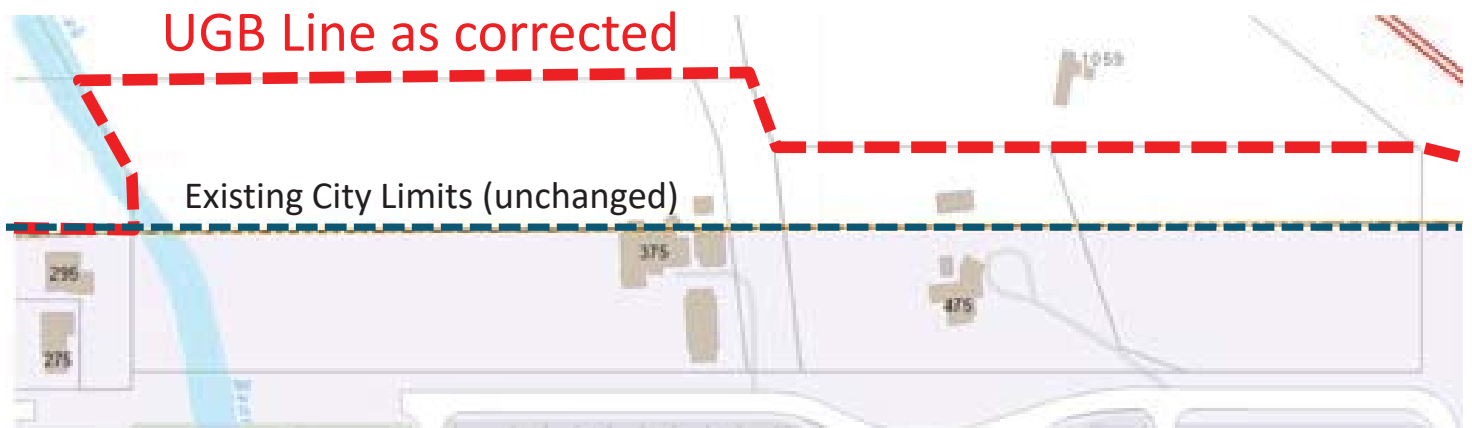
•**Ordinance 3247** is presented to correct the UGB error, and is proposed to be approved as an emergency to allow the applicant to immediately proceed with the County application for correction.





UGB Line adjusted, City Limits Remain Unchanged:

The ordinance corrects the UGB but does not alter the City Limits boundary. Future development on these properties will require annexation to bring the UGB areas into the City limits



Next Steps

- Ordinance Presentation to Jackson County:**

Should the City Council approve Ordinance 3247 by emergency, it will be presented to the Jackson County for consideration as part of the applicants request for correction.

- Ordinance Adoption by Jackson County:**

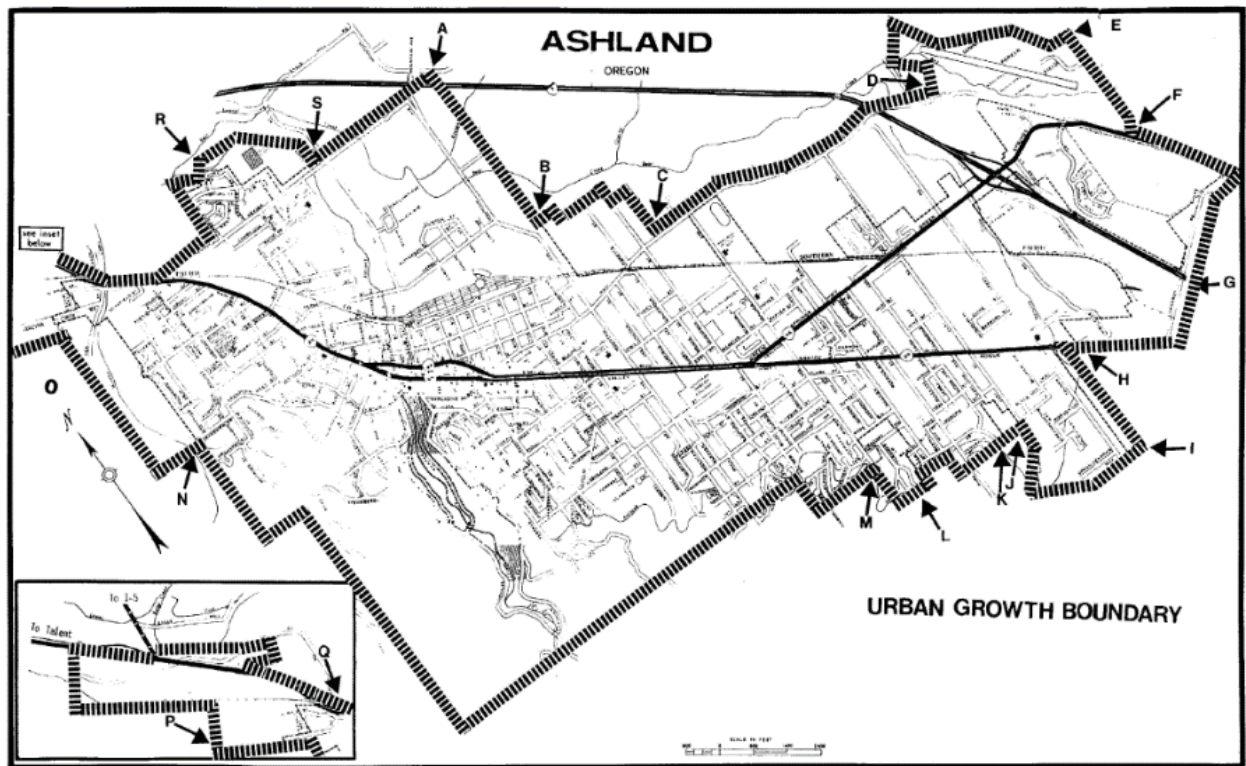
Jackson County will need to conduct a public hearing and adopt an ordinance, ensuring the correction is mutually approved and binding for both jurisdictions.

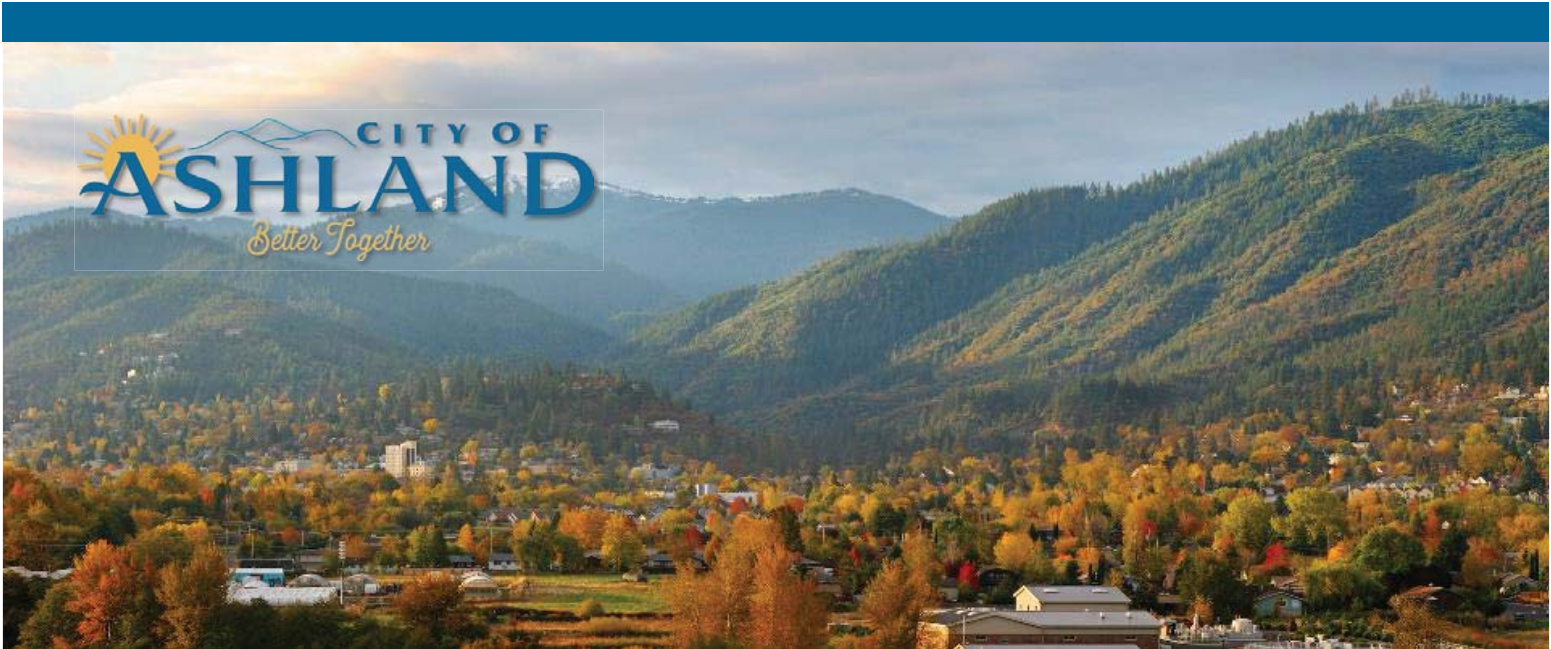
- Development Process Continues:**

Once Jackson County adopts the ordinance and the UGB is amended, the applicant will be able to proceed with submission of a new development application that would include annexation of the area within the newly defined UGB.

7







Water Treatment Plant Funding

October 15, 2024 Council Business Meeting

Agenda

- Resolution To Authorize Borrowing
 - Ballot Measure
- Infrastructure Funding Options
- Water Cost of Service & Rate Study

Topics





Water Treatment Plant Funding Resolution

- **Ballot Measure**
 - Resolution 2024-05 –Authorize Borrowing Up to 75 Million for Water System Improvements
 - Language Allows for Referral to Ballot
- **Environmental Protection Agency**
 - Water Infrastructure Financing and Innovation Act (WIFIA)
 - Revenue Pledge for Repayment
 - 35 year term at 4.16% (current)
 - Acts as a Line of Credit
 - Reimbursements are requested when needed during project duration
 - Interest accrues on reimbursed amounts



Water Treatment Plant Funding

- **Revenue Bonds**
 - Revenue Pledge for Repayment
 - 30 year term at 4.20%
 - Collect Full Amount of Funding at Start
 - Interest Accrues on Full Amount Once Received
- **General Obligation Bond**
 - Full Faith and Credit of the City
 - Has Broader Financial Implications to Overall City



Water Treatment Plant Funding

- **Safe Drinking Water Revolving Fund Loan**
 - State Managed Funding
 - Need Additional Sources to Combine
 - SDWRF Loan/Principal Forgiveness (Spring 2025)
- **Grant Potential**
 - Bipartisan Infrastructure Law
 - Emerging Contaminants (BIL-EC Spring 2025)
 - Federal Emergency Management Agency (FEMA)
 - Buildings Resilient Infrastructure Communities (BRIC) Grant
 - Natural Hazard Mitigation Plan



Cost of Service – Water

- Last Water Utility Cost of Service Completed in 2016
 - Creates a Defensible Rate Structure
 - Equitable over Customer Classes
- In Process of Updating (Draft Presentation December 2024)
 - Equity and Progressive Structure (Commodity Charge)
 - Fully Allocate TAP Charges Correctly into Rate Structure
- TAP Wholesale Rate
 - Develop non-peak wholesale water rate for sale to Talent and Phoenix
 - Additional revenue
- Low Income Utility Assistance Program
 - Updates to Program and Existing Resolutions

QUESTIONS?



**ASHLAND CITY COUNCIL
SPECIAL BUSINESS MEETING MINUTES
Wednesday, October 30, 2024**

5:30 PM Special Business Meeting

I. CALL TO ORDER

Mayor Graham called the meeting to order at 5:30 p.m.

- a. Land Acknowledgement**

Councilor Dahle read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Mayor Graham led the pledge of allegiance.

III. ROLL CALL

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

IV. PUBLIC FORUM

V. UNFINISHED BUSINESS

- a. Appointment of Municipal Judge

City Manager Sabrina Cotta spoke that the special meeting was to appoint a municipal judge to take over the current elected position's term after the resignation of the previous judge. City Recorder Alissa Kolodzinski collected the ballots from Councilors and Cotta tallied the votes:

Hansen, Kaplan, Graham, and Hyatt listed Mulkins as their first choice.

DuQuenne, Dahle, and Bloom listed London as their first choice.

Hyatt/Hansen m/s appointment of Ryan Mulkins to the position of Municipal Court Judge for the City of Ashland.

Discussion: Hyatt spoke that this position is critical for the community. Hansen thanked Judge Parker for serving as Interim Judge. Bloom and Dahle spoke in support for the voting outcome. Graham and DuQuenne spoke that the City would have been well served by any of the candidates.

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

VI. ADJOURNMENT

Bloom/DuQuenne m/s to adjourn. All in favor. The meeting was adjourned at 5:41 p.m.

Respectfully Submitted by:

Attest:

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

*City Council Business Meeting
October 30, 2024
Page 1 of 1*

Judge Appointment
10/30/24



Councilor DuQuenne

Indicate who your first, second and third choice:

Jesse London	1
Ryan Mulkins	2
Laurance Parker	3

Judge Appointment
10/30/24



Councilor Hansen

Indicate who your first, second and third choice:

Jesse London	3
Ryan Mulkins	1
Laurance Parker	2

Judge Appointment

10/30/24



Councilor Kaplan

Indicate who your first, second and third choice:

Jesse London	2
Ryan Mulkins	1
Laurance Parker	3

Judge Appointment

10/30/24



Mayor Graham

Indicate who your first, second and third choice:

Jesse London	3
Ryan Mulkins	1
Laurance Parker	2

Judge Appointment
10/30/24



Councilor Bloom

Indicate who your first, second and third choice:

Jesse London	1
Ryan Mulkins	2
Laurance Parker	3

Judge Appointment
10/30/24



Councilor Dahle

Indicate who your first, second and third choice:

Jesse London	1
Ryan Mulkins	2
Laurance Parker	3

Judge Appointment
10/30/24



Councilor Hyatt

Indicate who your first, second and third choice:

Jesse London	3
Ryan Mulkins	1
Laurance Parker	2

**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, November 4, 2024**

Mayor Graham called the meeting to order at 5:30 p.m. Mayor Graham and Councilors Hyatt, DuQuenne, Bloom, and Kaplan were present. Dale and Hansen were absent.

I. Public Input

(15 minutes – Public input or comment on City business not included on the agenda)
None

II. Climate Friendly Area Update

Brandon Goldman Community Development Director introduced Derek Severson Planning Manager, Scott Fregonese of 3J Consultants, Elizabeth Decker of Jet Planning, and Becky Hewitt of ECONorthwest. Goldman summarized the project team's public engagement efforts and related recommendations for the climate friendly areas (CFAs) project since his last presentation to Council on July 15, 2024. Goldman shared that the City received an extension of the deadline from the DLCD (Department of Land Conservation and Development) to June 30, 2025. Goldman spoke this new deadline allows for integration of citywide walkable design standards to be done simultaneously under the Climate Friendly and Equitable Communities (CFEC) project.

Fregonese outlined the CFEC program scope including parking reform (completed), CFA identification, upcoming Transportation System Plan (TSP) updates and reviewed CFA designation criteria. Fregonese spoke that Phase 1 of the CFA study is underway with code analysis, market study, and community engagement prior to code adoption planned for mid-2025.

Decker discussed the code analysis on the candidate CFA's: the Railroad Property, Transit Triangle, and Croman Mill. Preliminary recommendations focus on two of the sites: the Railroad Property and the commercial portion of the Transit Triangle which would fulfill the State's CFA housing capacity requirements while minimizing impact on already developed residential areas. Developing CFA's as an overlay zone will allow for more flexibility for future use elsewhere. Decker summarized the benefits of CFA overlay for these areas adding that existing height and density bonuses for deed-restricted affordable housing would be permitted outright with additional bonuses permitted by state statute. Decker outlined key CFA overlay standards: allow multifamily residential (with ground-floor mixed-use), townhouses, commercial/office/civic uses, at least 50-foot building height, require at least a minimum density of 15 du/ac (dwelling units per acre), and apply no maximum density.

Kaplan clarified that the Railroad Property being discussed is not the historic railroad district. Hewitt discussed related market factors that may drive potential development within these

*City Council Study Session
November 4, 2024
Page 1 of 2*

areas. Buildings over three stories are less likely to be built even if allowed. Commercial development tends to concentrate along busier streets near existing retail nodes. Townhouses are a strong form of development potential for the local market. Mixed-use development can be challenging but works best where both ground floor retail and apartments/condos are desirable.

Bloom asked about ramifications for developers of having the CFA as an overlay instead of an underlying zone. Goldman clarified that developers of this scale are familiar with such zoning overlays. Graham confirmed with Goldman that a CFA overlay would be easier to apply to other areas in the future. DuQuenne asked what staff is doing to recruit development in these areas. Goldman responded that recruitment is outside the scope of the CFA program but reviewed previously adopted incentives. Kaplan asked for confirmation that townhouses would be allowed under the remediation requirements at the Railroad Property and Goldman responded he will follow up with DEQ. Kaplan asked about the zoning for the Croman Mill area. Goldman responded that the potential applicants would plan to re-zone these areas.

Hyatt spoke that the planning commission noted that downtown has similar requirements to CFA's. Goldman confirmed that minor adjustments in underlying zoning would bring the area into alignment with CFA goals while maintaining current historic preservation requirements. Kaplan asked for rent and vacancy trends for commercial development which Hewitt provided. Kaplan and Hyatt asked about the presented difficulties of actualizing (versus allowing) mixed-use development which Hewitt explained. DuQuenne noted the difference between the City's housing need for multifamily units and the market analysis that showed this potential as weak. Hewitt confirmed that the market for development is still stronger for single family dwellings compared to the City's need for affordable multifamily rental units for its workforce demographic. Removing density limits will allow these units to better compete. Graham asked about the minimum square footage requirements which Goldman provided.

Council discussed direction for staff to include the overlay, the railroad property and the transit triangle, with the option for the overlay to be extended in the future. They would like to see code updates for the downtown. Recommend staff check with DEQ that the townhome requirement would not be precluded at the Railroad Property and/or confirm that the City's CFA requirements could be met at the revised Transit Triangle location alone.

III. Adjournment of Study Session

The meeting was adjourned at 7:07 p.m.

Respectfully Submitted by:

Attest:

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Ashland Climate Friendly Areas

City Council
Study Session

November 4, 2024

3J CONSULTING
CIVIL ENGINEERING | WATER RESOURCES | COMMUNITY PLANNING



Overview

- I. CFA & Project Background
- II. CFA Recommendations
- III. Discussion
- Team Introductions
 - ◆ Scott Fregonese, 3J Consulting
 - ◆ Elizabeth Decker, JET Planning
 - ◆ Becky Hewitt, ECOnorthwest
 - ◆ Mackenzie Visser, ECOnorthwest

CFA & Project Background



Background

Climate Friendly & Equitable
Communities (CFEC)
program

Parking
Reform

**Climate
Friendly
Areas**

TSP
Update



Selecting Climate-Friendly Areas

- CFAs similar to downtowns and neighborhood centers:
 - ♦ Walkable area with mix of residential, office, retails, services and public uses
 - ♦ Multimodal transportation options
- Must accommodate 30% of projected housing needs in one or more areas

5

Project Overview

Designate one or more Climate Friendly Areas (CFAs) and update zoning code and maps to implement

Build on Phase 1 CFA Study

Code Analysis

Market Study

Community Engagement

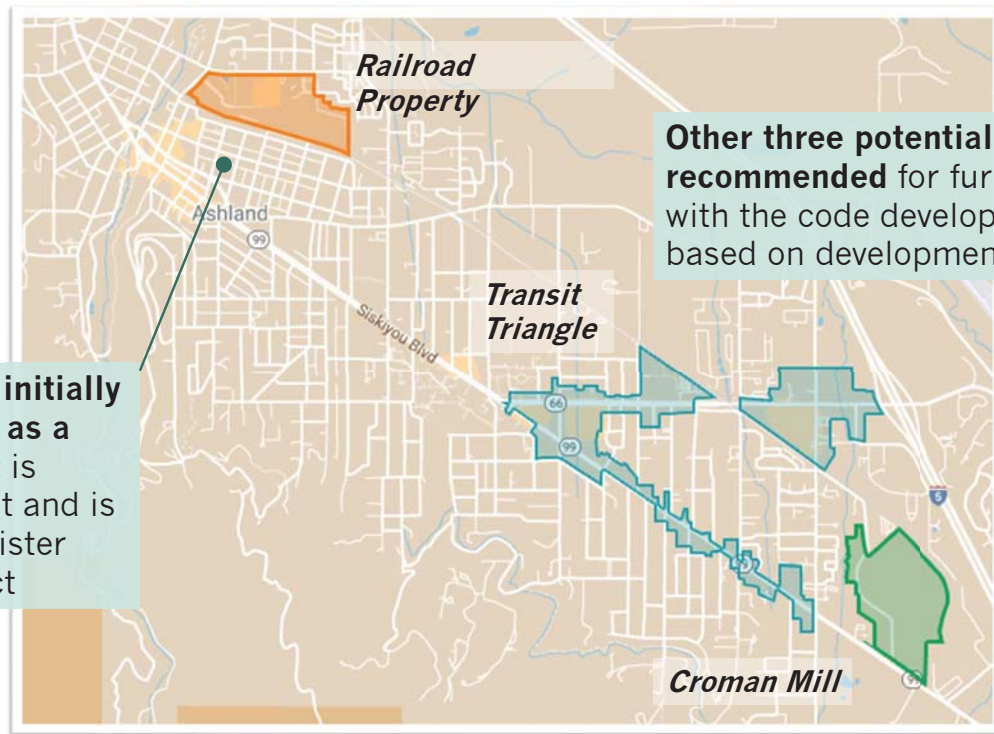
Code Adoption (mid 2025)

6

Potential Climate Friendly Areas

Council Phase 1 Direction

Downtown not initially recommended as a CFA because it is largely built out and is a National Register Historic District



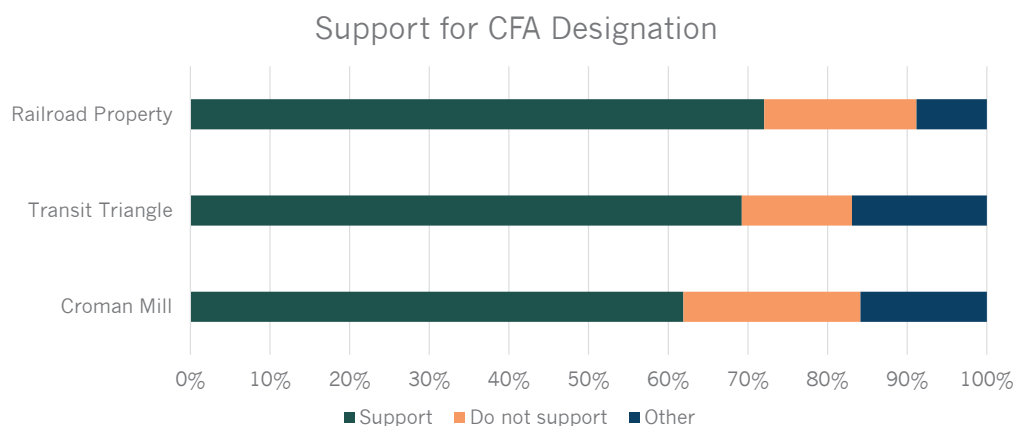
7

Engagement

- Developer interviews
- Discussions with City commissions
- Public open house and online survey



Survey open through November 18

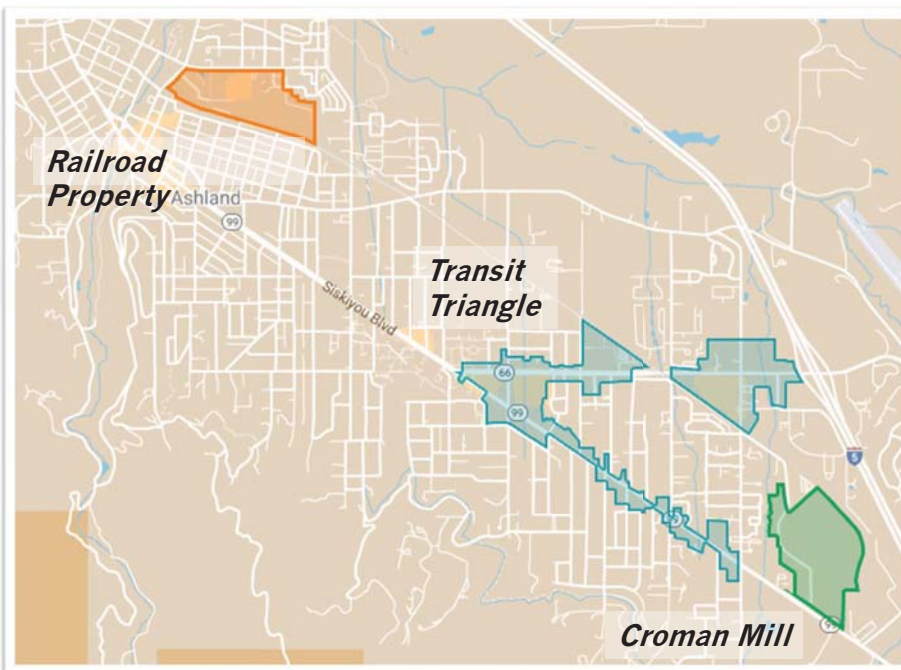


8

CFA Recommendations

9

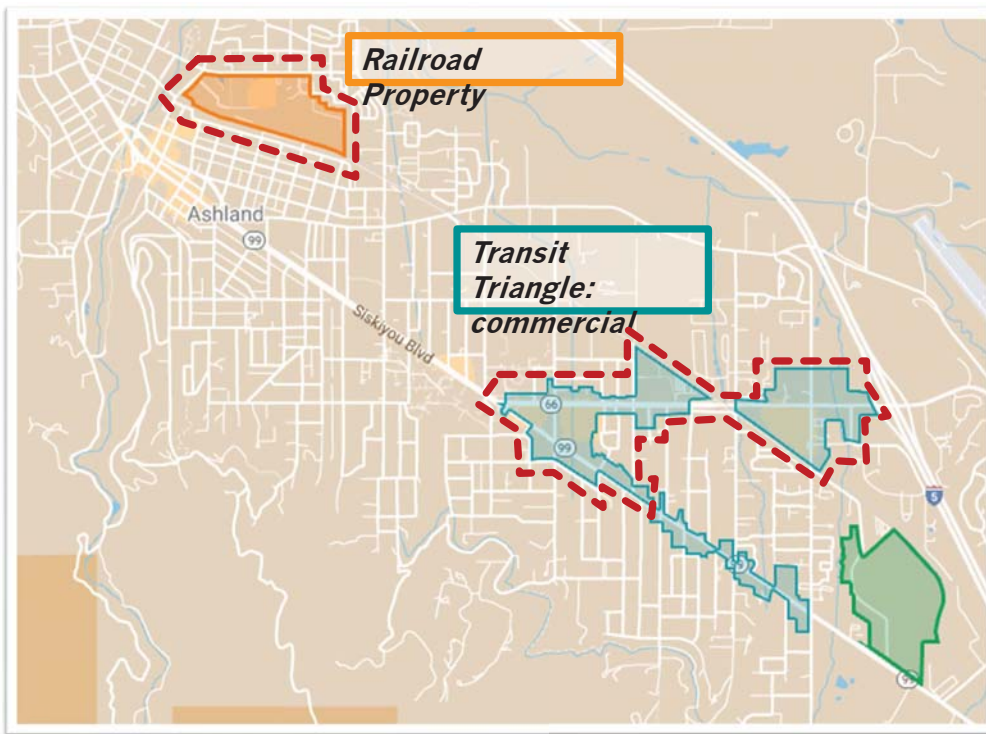
Candidate CFAs



- Reviewed three sites through code audit and market study
- Designate one or more with updated zoning now, future consideration in TSP
- Use designation to advance City goals for the area(s), beyond state reqs

10

Preliminary CFA Recommendations



- **Two initial CFA overlay designations**
- **Railroad Property:** Near downtown, existing mix of development, significant gap between existing zoning and potential development, further study height impacts
- **Commercial portion of Transit Triangle:** Aligns with intent for area, near SOU, need to update existing overlay, limit changes within residential areas

Add'l Preliminary Recommendations

- Address development goals for **Croman Mill** through master plan process in negotiation with applicant
 - ◆ City would have CFA overlay to apply in future as alternative
- **Downtown** is largely developed, existing code similar to CFA standards
 - ◆ Limited additional benefit from CFA overlay here, may conflict with Historic District standards and review

Implementation Recommendations

- Develop CFA Overlay zone to apply to selected areas:
 - ♦ Repeal/replace existing Transit Triangle Overlay
 - ♦ Replace existing Residential Overlay in Railroad Property
 - ♦ Explore applicability of solar setbacks
- Incorporate deed-restricted affordable housing into CFAs:
 - ♦ Existing height and density bonuses to be allowed outright
 - ♦ Additional bonuses permitted by state statute

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Key CFA Overlay Standards

Allow multifamily residential (with ground-floor mixed-use)

Allow townhouses

Allow commercial, office and civic uses

Allow at least **50-foot building height**

Require at least a **minimum density of 15 du/ac**

Apply **no maximum density**

14

Taller buildings are less likely even if allowed

- Higher construction costs for development >3 stories
- Rents, land costs not likely to justify higher construction costs

Commercial tends to concentrate

- Along busier streets that offer easy access and visibility
- Near existing retail nodes that already attract shoppers

Townhouses are a strong form of development

- Strong for-sale housing market
- Challenges with condo development

Mixed-use can be challenging

- Increases construction costs, complexity
- Works best where both ground floor retail and apartments/condos are desirable

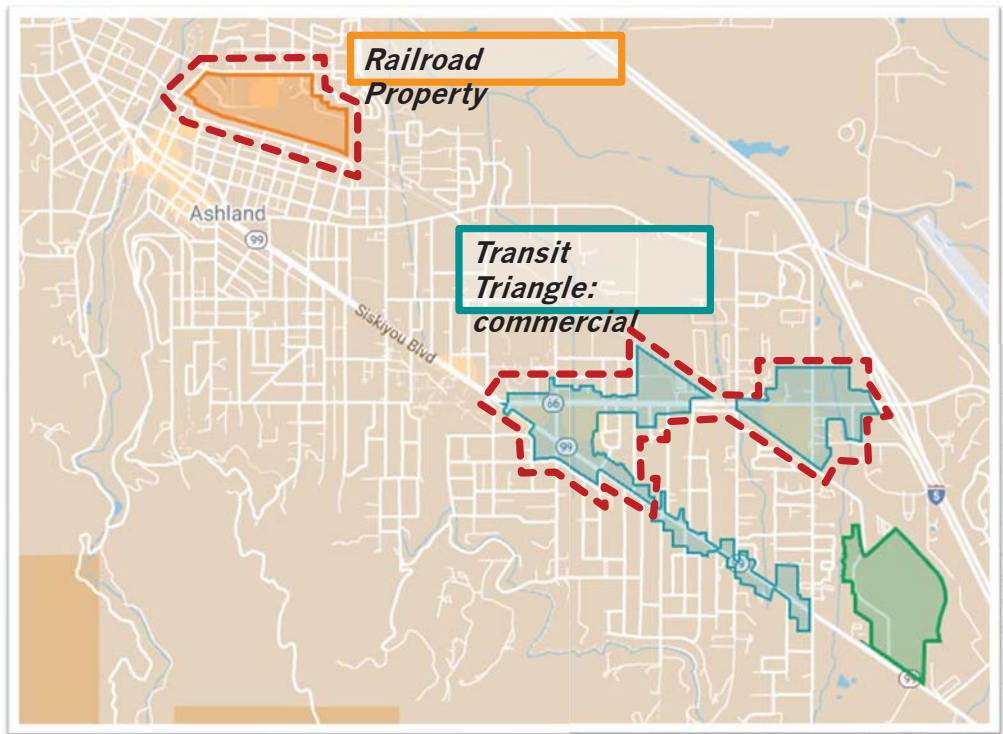
15

Recommendations & Discussion

16

Discussion

- Do you support the initial CFA recommendations?
- What opportunities or concerns would you like to see addressed in the CFA overlay?
- Other questions or priorities?



THANK YOU



Council Business Meeting

Date: November 19, 2024

Agenda Item	Contract for TAP ARPA Grant Scope 2 – Booster Pump Station Improvements
From	Scott Fleury, Director
Contact	scott.fleury@ashland.or.us

SUMMARY

As established in Ashland Municipal Code (AMC) (2.50), the City Council acts as the local contract review board ensuring proper procurement procedures are utilized by staff in procuring services for the City of Ashland.

Before the Council is a request to approve a public improvement contract with DSL Builders LLC to make improvements at three Talent-Ashland-Phoenix (TAP) booster pump stations, one each in Talent, Phoenix and Ashland.

Bids were received August 22nd from two contractors with DSL Builders LLC providing the low bid at \$1,861,800.

If the contract is approved staff will work with the contractor to develop a schedule to procure long lead items and perform onsite construction activities during 2025 and 2026.

POLICIES, PLANS & GOALS SUPPORTED

City Council Priorities, Visions and Values:

- Public Safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment
- Regional cooperation
- Wildfire risk reduction and CEAP

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.

BACKGROUND AND ADDITIONAL INFORMATION

The purpose of this project phase is to construct a portion of the improvements to the TAP system defined in the TAP Master Plan and covered by the ARPA grant. Talent, Ashland and Phoenix have entered into an Intergovernmental Agreement (IGA) for Ashland to manage the projects and ARPA funding.

The ARPA TAP grant work scope has been split into two separate construction work packages to align with the type of work being performed. The first scope of work (the contract for which Ashland City Council approval was obtained on September 17, 2024) involves retrofitting a section of the TAP pipeline which runs through a potential seismic liquefaction zone in Phoenix. The second scope of work, which is before the Council now, covers the remainder of the approved grant work scope and is focused on the booster pump stations (BPS) along the TAP pipeline route. This second work scope includes increasing pump capacity (Phoenix Regional BPS and Talent BPS), adding emergency generators (Talent BPS and Ashland BPS) and modifying piping to allow the TAP pipeline to flow in both directions (Talent BPS and Ashland BPS). The work scope also includes updates and improvements to the control systems at all three BPS.

Invitation to Bid and Bid Process



Council Business Meeting

As required by AMC and State Codes based on the estimated construction cost for the project, a formal competitive solicitation was required for the bidding process.

The invitation to bid for the Booster Pump Station Improvement project was posted on OregonBuys, Oregon's procurement network on September 11th, 2024. Notice was given in the Daily Journal of Commerce and placed on the City's website that same day. Bids were received on October 15th, 2024, with two contractors submitting bids. All bids were deemed responsive and contained the required bonds, documentation and acknowledgments. Bidding information is shown on the attached bid summary form (Attachment #1).

PROJECT DESCRIPTION:

The Booster Pump Station Improvement project will increase pump capacity at the Phoenix and Talent BPS through the addition of one new pump at each location (with associated piping and electronics). The Project will also increase availability at the Talent and Ashland BPS by the addition of local diesel driven generators to allow the BPS to function even if grid electrical power is not available. In addition, piping and flow control will be added at the Ashland and Talent BPS to enable the flow of water from Ashland to Talent and Phoenix (reversing normal flow). The primary purpose of this piping change is to have redundant supply sources in the case of an emergency. The reverse flow capability may also be used to supply drinking water to Talent and Phoenix when Ashland has excess supply (typically Winter and Spring months).

FISCAL IMPACTS

The Booster Pump Station Improvement project is funded 100% from the ARPA grant received. If the grant amount is exceeded by the total engineering and construction phases, then each community will pay their apportioned share based on the TAP Master Plan cost allocation.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

- I move to award a public improvement contract to DSL Builders LLC for Project No. 2021-13b Booster Pump Station Improvements, in the amount of \$1,861,800.

REFERENCES & ATTACHMENTS

1. Attachment #3 - DSL Builders LLC Bid
2. Attachment #1 - Bid Summary Form Project 2021-13b



PART 1 - BID AND BID SCHEDULE

NAME OF BIDDER DSL Builders LLC
CONTACT JJ MACEDO
ADDRESS 195 Pine Street
CITY Salem STATE OR ZIP 97501
TELEPHONE NO. 503-363-0202
FAX NO. 503-371-5337
EMAIL ADDRESS JJM@DSL-BUILDERS.COM

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 reasonably incidental to, the completion of all the work in connection with the Booster Pump Station Improvements Project No 2021-13b (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special provisions, 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 start at the Community Development Building in Ashland (51 Winburn Way) at 9:00 AM on September 19th, 2024. The pre-bid meeting will travel to all three main work locations, ending at the Regional Pump Station near Phoenix. 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. Please see paragraph 6 below.
6. As Pre-qualification the bidder shall submit a list of at least three (3) previous projects of a similar scope to that described in this Invitation to Bid 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:
 - Bonds as described in Exhibit E
 - Insurance as described in Exhibit C
 - Certificates of Coverage for Workman Compensation and unemployment insurance.
 - All other bonds, permits, licenses, information, etc. as required in the contract documents.

A checklist of submittals needed prior to contract signing is provided for guidance within this ITB.

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 is 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 he will perform the work involved. The extensions of the column headed "Line 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. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the Cities of Ashland and Phoenix which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
18. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10% of Bid Amount, 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.

19. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. 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. 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)].
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 to initiate and complete this Project under the following conditions, as stated below:
- The work shall commence within 30 days after the City issues a written Notice to Proceed (NTP) physically or electronically.
 - The work shall be completed in all respects no later than May 31, 2026, according to the "final completion" terms as outlined in Exhibit A, Section 22(b).
 - Liquidated damages shall be \$500 per day for each and every day that exceeds May 31st, 2026, or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of delay in the completion of this project.
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 Ashland, Talent or Phoenix without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland, City of Talent and City of Phoenix ordinance. The Contractor and their subcontractors shall obtain a City of Ashland, City of Talent or City of Phoenix Business License prior to beginning any work within respective city limits.
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 or City of Phoenix 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 or their subcontractor 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 no later than 3 business days 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 2 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 L).
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. Please see instructions found on the First Tier Subcontractor Disclosure Form.

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

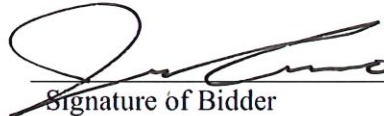
THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

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

37. Bidder Information and Signature

DSL BUILDERS, LLC

Firm Name of Bidder



Signature of Bidder

JAMES MACEDO

Printed Name of Bidder

VICE PRESIDENT

Official Title

OREGON

State of Incorporation

192282

CCB Number

Dated this 14 day of OCTOBER 2024.

Name of Bidder DSL BUILDERS, LLC

Address 195 FINE ST NE, SALEM, OR 97301

Telephone No. 503-363-0202

BID SCHEDULE

Bid Item	BPS Station	Description	Unit	Qty	Unit Cost	Total
1	Regional	Mobilization	LS	1	\$ 50,000	\$ 50,000
2		Demolition Work	LS	1	\$ 20,000	\$ 20,000
3		Install Pumps, Motors and Ancillary Equipment	LS	1	\$ 55,000	\$ 55,000
4		Mechanical Work	LS	1	\$ 13,000	\$ 13,000
5		Electrical and Automated Control Work	LS	1	\$ 121,000	\$ 121,000
6		Testing, Start-up and Training	LS	1	\$ 15,000	\$ 15,000
7	Talent	Mobilization	LS	1	\$ 60,000	\$ 60,000
8		Demolition Work	LS	1	\$ 45,000	\$ 45,000
9		Install Pumps, Motors and Ancillary Equipment	LS	1	\$ 26,500	\$ 26,500
10		Mechanical Work	LS	1	\$ 118,500	\$ 118,500
11		Electrical and Automated Control Work	LS	1	\$ 533,000	\$ 533,000
12		Testing, Start-up and Training	LS	1	\$ 15,000	\$ 15,000
13	Ashland	Mobilization	LS	1	\$ 50,000	\$ 50,000
14		Demolition Work	LS	1	\$ 20,000	\$ 20,000
15		Mechanical Work	LS	1	\$ 70,800	\$ 70,800
16		Electrical and Automated Control Work	LS	1	\$ 630,000	\$ 630,000
17		Testing, Start-up and Training	LS	1	\$ 15,000	\$ 15,000
18	All	As-Builts and O&M Data	LS	1	\$ 4,000	\$ 4,000

BID TOTAL

\$ 1,861,800

JAMES MACOSO

Name of Authorized Representative

[Signature]

Authorized Representative Signature

One Million Eight Hundred Sixty One Thousand
Total Written in Dollars and eight hundred

10/15/2024

Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Booster Pump Station Improvements
 Project Number 2021 - 136
 Bid Opening Date October 15, 2024
 Name of Bidding Contractor DSL Builders LLC

☐ 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 <u>US West Electric</u>	Dollar Amount
Category of Work <u>Electrical</u>	<u>920,000</u>

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)

CHECKLIST FOR BID SUBMITTAL

1. Part I – Bid & Contract Documents

- ☒ Fill in bidder information on the first page.
- ☒ Indicate amount of bid bond in paragraph 18.
- ☒ Indicate bidder status in paragraph 26.
- ☒ Indicate number of addenda received in paragraph 34.
- ☒ Fill in bidder information and sign paragraph 37.
- ☒ Fill in unit prices and amounts for all bid items.
- ☒ Fill in the total bid amount.

N/A ☐ Provide qualifications for alternative integrator, if applicable

2. First Tier Subcontractor Disclosure Form

- ☒ Fill in this form and include with bid schedule (or within 2 hours of closing).

3. Bid Bond

- ☒ Provide 10% bid bond on form included in Exhibit E

4. Prequalification

- ☒ Provide three (3) examples of previous projects similar in nature to the work scope described in this Invitation to Bid as part of bid package.

EXHIBIT E: BONDS (BID, PERFORMANCE, PAYMENT)

Bid Bond

We, DSL Builders LLC, 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, Swiss Re Corporate Solutions America Insurance Corporation a corporation or partnership duly organized under the laws of the State of Missouri, 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 _____ 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 **Booster Pump Station Improvements Project 2021-13b**, 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 10th day of October, 2024.

Swiss Re Corporate Solutions America Insurance Corporation

Surety
1200 Main Street, Suite 800, Kansas City, MO 64105

Address

By: Tracy Stewart
Tracy Stewart

Attorney-in-Fact

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

DSL Builders LLC

Principal
195 Pine St. NE, Salem, OR 97301

Address

By: [Signature]

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.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, TRACY STEWART, and STACI O'DELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

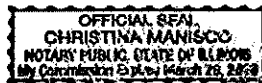
this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of October, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

DSL BUILDERS PAST PROJECTS AND REFERENCES

1. Webb Avenue Pump Station Improvements Arch Cape, Oregon

DSL was contracted to install new booster pump station and generator for the Arch Cape Sanitary District. Work includes installing owner provided generator, construction of new generator building, install new pumps and controls and demolish existing pumps and generator.

Start Date / Completion Date: September 2024 – March 2025
Contract Amount: \$439,500
Project Manager: Wayne Sargent
References: Curt McLeod, PE 503-684-3478
cmi@curran-mcleod.com
2. USF&W National Forensics Lab Ashland, Oregon

DSL was selected to complete seismic and HVAC improvements by the US Fish and Wildlife on their National Ashland Forensics Lab. This facility is a state-of-the-art forensics lab that investigates crimes from across the globe. Work on the facility had to commence with 100% occupation of the facility by USFS personnel. HVAC work included new HVAC units, new chiller, new condensing units, new fume hood exhaust units and new air compressor. DSL completed all the HVAC associated work with our own crews, except for electrical and controls.

Start Date / Completion Date: September 2022 – October 2023
Contract Amount: \$3,388,000
Project Manager: Wayne Sargent
References: Lynn (Rob) Moriarty, COR 503-736-4440
Lynn_moriarty@fws.gov
3. Ontario HVAC Systems Upgrade Ontario, Oregon

DSL was contracted for the design-build upgrades to the existing HVAC system at the Ontario Armory for OMD. Work included removal and decommissioning of the existing ground source heat pump system and installation of a new boiler and chiller system. DSL hired out the design scope of work to MFIA and completed all onsite installation, except for well decommissioning and electrical, with our own crews.

Start Date / Completion Date: October 2021 – September 2022
Contract Amount: \$739,500
Final Project Cost: \$731,689
Project Manager: Wayne Sargent
References: Mick Millsap, OMD Project Manager 971-355-4172
Mickey.t.millsap.nfg@army.mil

CITY OF ASHLAND - ENGINEERING DIVISION

SUMMARY OF PROPOSALS

Project: Booster Pump Station Improvements
 Project No.: 2021-13b
 Date of Bid Opening: October 15, 2024 at 2:00 PM

Corrected Engineer’s Estimate: Not Available
 No of Addenda: #2

	1	2	3	4	5
Name of Bidder & Address	Infinity Electrical Contractors, Inc PO Box 2575 White City, OR 97503	DSL Builders LLC 195 Pine Street Salem OR 97501			
New Bid Schedule Used (Y/N)	Y	Y			
Base Bid	\$1,870,000	\$1,861,800			
Pre-Qualification Work Experience Provided	Y	Y			
Name of Bonding Co.	Granite RE	Swiss RE			
Amount of Bid Bond.	10%	10%			
Nos. of Addenda Acknowledged (should be 2)	2	2			
Completed & Signed Bid Form (including subcontract disclosure)	Yes	Yes			
Responsive Bid?	Yes	Yes			



Council Business Meeting

Date: November 19, 2024

Agenda Item	Social Equity and Racial Justice Advisory Committee Appointment
From	Alissa Kolodzinski, City Recorder
Contact	alissa.kolodzinski@ashland.or.us

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of Victoria Sage to Position #6 to the Social Equity and Racial Justice Advisory Committee.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

Per the Ashland Municipal Code 2.04.090, all regular advisory committees and boards shall be appointed by the Mayor with the consent of the Council.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the appointment of Victoria Sage to Position #6 to the Social Equity and Racial Justice Advisory Committee.

REFERENCES & ATTACHMENTS

1. SERJ Application_VSage_Redacted



From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Thursday, August 08, 2024 6:01:11 PM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Name	Victoria Sage
Committee or Commission You Wish to Serve On	Social Equity and Racial Justice Advisory Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Entrepreneur, Trauma-Informed Counselor & Coach, Ancestral Lineage Repair Practitioner, and I work for the National Alliance on Mental Illness
Educational Background	Masters of Library and Information Science Degree with a dual-concentration in Knowledge Management - University of Denver Denver, Colorado Bachelor of Science Degree, Human Services Counseling with a dual-concentration in Nonprofit Management and Drug & Alcohol Abuse – Metropolitan State College of Denver Denver, Colorado Formal Student and Initiate of the Moonwalker lineage in the Rainbow Path of the Philosophy of Universal Beingness within the Whole (28 Years) – an uninterrupted Chiricahua Apache lineage passed down from Mangas Coloradas (Mimbreno/Tchihende) through Chochise, Naiché, Doraté Naiché as was taught by her granddaughter, Grandmother Tu Moonwalker (Dzil Ligai Si'án Indé "People of the White Mountains"/Maya) and by Grandmother LánéSaán Moonwalker (Yoeme/Ashkenazi Jewish), a recognized lineage holder of the uninterrupted Yoeme Starwalker lineage passed down from her grandmothers and other highly skilled curanderas, and Trudy Welty. I am taught as if I was a child born into these two medicine ways of being. – 1997-present Ancestral Medicine Practitioner, Practical Animism, and Ancestral Lineage Healing – Ancestral Medicine Center Restorative Justice Facilitator Intensive, and Fundamentals of Mediation – Resolve Center

Pachamama Facilitator – Pachamama Alliance
 Initiate in Mayan Ajq'ij 9 Fires – Earth Peoples United
 Compassion Fatigue: Prevention & Resiliency and Trauma,
 PTSD & Grief – PESI with Eric Gentry
 Compassion Fatigue Specialist & Facilitator Trainer -
 Traumatology Institute with Anna Baranowsky
 Compassion Fatigue Specialist & Education Facilitator –
 Compassion Fatigue Solutions with Francoise Mathieu
 Community Project Leadership & Board Development and
 Volunteer Project Leadership – Metro Volunteers
 PTSD Trauma Resolution & Anxiety Specialist – Great Life
 Technologies
 Initiate in Inka Energy System from the Andean Spiritual
 Traditions as taught by Elizabeth Jenkins of the Wiraqocha
 Foundation – (Q'ero teachings from the lineage of don Andres
 Espinoza as taught by don Juan Nunez del Prado, a 4th Level
 Andean Teacher)
 Core Dynamics Coach – Great Life Technologies
 Certified Coach – Coach Training Alliance
 Be the Change Community Workshop Facilitator – Challenge
 Day
 Compassion in Action – Compassionate Listening Project
 Entrepreneurship Teacher – National Foundation for Teaching
 Entrepreneurship (NFTE) with Babson College's Center for
 Entrepreneurial Studies
 Integrative Diagnostics: Applied Psychosynthesis – Center IMT
 Advanced Transformational Kinesiology -GRO Institute
 Advanced Clinical Hypnotherapy - Hypnosis & Hypnotherapy
 Institute with John Kresnik
 Alchemical Hypnotherapy & Past Life Regression – Alchemical
 Hypnotherapy Institute

Related Experience

Regional Director, Southwest Oregon
 NAMI Oregon | Portland, Oregon

- Primary director for four National Alliance on Mental Illness Model B Affiliates comprising Douglas, Klamath, Coos, Curry, Jackson, Lake, and Josephine counties.
- Prioritize diversity, equity, inclusion, and belonging across all aspects of operations.
- Build, consolidate, eliminate redundancy, and streamline infrastructure which supports efforts of Affiliates to allow them to focus efforts on mission-based activities.
- Engage in opportunities to cultivate and deepen relationships with both well-established and new community resources, partners, leaders, colleagues, coalitions, networks, and organizations.
- Implement culturally aware initiatives to engage underrepresented or marginalized communities, ensuring inclusivity in programs and services.

Chief Listening Officer - Trauma-Informed Counselor & Coach
LIVING AWAKE | Ashland, Oregon [REDACTED]

- Created and facilitated both online and in-person experiential and educational workshops, weekly debriefing sessions, and self-care mentor groups for professional caregivers in high-stress workplaces and occupations who experience compassion fatigue, secondary and vicarious trauma, stress, burnout, and anxiety when caring for others.
- Spearheaded and hosted from concept to implementation the first of its kind 4-day international Telesummit requested by Mayan spiritual leaders with only six weeks' notice, and taught in three languages (English, Spanish, and Kaqchikel), which secured 4,500 online attendees resulting in revenues of \$15,000 flowing back into their community.
- Established rapport and interacted with people from diverse backgrounds, cultures, and traditions with awareness, dignity, and respect. Welcomed feedback and prioritized giving space for the learned experiences of others while creating needed internal personal changes.
- Centered in trauma-informed care, and utilizing a unique blend of modalities, skills, and tools, guided individuals to affect personal, familial, generational, cultural, and environmental trauma on a deep epigenetic and spiritual level and moved them forward in their personal journeys towards building personal capacity, recovery, resilience, and healing.
- Enlisted and strengthened connections with traditional Indigenous wisdom holders, healers, and ceremonialists, and collaborated with specific ones for the delivery of online webinars and educational events creating personal and societal awareness for attendees about the destruction that is happening within their territories and Nations.

CEO/President - Data Collections Consultant & Analyst
PIVOTAL DATA | Ashland, Oregon [REDACTED]

- Oversaw and administered all day-to-day operations, which included resourcing, hiring, directing, managing, and providing technical assistance to a team of 12+ domestic and international programmers, contractors, and employees within a project-based environment.
- Facilitated the design and automation of all surveys, polls, audits, questionnaires, feedback forms, and evaluations utilized to gather raw research data, data processing and analytics, and expert reports for educational institutions, conferences, trade show and event organizers, nonprofits, government agencies, medical providers, and healthcare organizations.
- Identified key areas for evaluation, built capacity for on-going evaluation efforts, and led work to conceptualize and implement long-term strategic evaluation plans to improve internal practices and inform external community-based work.

Entrepreneur – Self-Employed with Various Titles Held:
Executive Director - Small Business & Nonprofit Consultant -
Mentor Coach - Board Member
360 BUSINESS | Ashland, Oregon [REDACTED]

- Delivered Executive Director management, leadership and consulting services to over 50 newly forming, early-stage or struggling small businesses and nonprofit organizations from initial concept of vision, mission, and goals through creation and development to profitable operations.
- Held full strategic planning implementation, leadership, and decision-making authority for establishing infrastructure, service operations, budget management, staff development, and customer relations for three organizations ensuring that all operations run smoothly.
- Staffed and managed a team who provided end-to-end operational and administrative tasks and tailored back-office support solutions to over 30 small business and nonprofits with account/bookkeeping, payroll, human resources, data management, strategic planning, purchasing, marketing, customer service, collections, phone systems, computer, and technology support among other services.

Interests	In various ways, I have advocated and worked towards the dignity of all since I was 14 years old. Deep interest in social justice and nature-based teachings and concerns.
Availability	Yes - no preference as long as there is a little bit of notice to ensure there is no conflict with my working schedule atm.
Additional Information	I have lived in Rogue Valley for 12 years and Ashland specifically for 7 years.
Signature	Victoria Sage

Email not displaying correctly? [View it in your browser.](#)



Council Business Meeting

Date: November 19, 2024

Agenda Item	Budget Supplemental - Fire Department FEMA Grant
From	Mariane Berry, Finance Director
Contact	mariane.berry@ashland.or.us

SUMMARY

During the course of the Biennium there are times that budget adjustments are necessary. Oregon budget law (ORS 294.471) provides for a mid-cycle amendment to the budget through the supplemental budget process.

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

POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance Goal:

“To ensure ongoing fiscal ability to provide desired and required services at an acceptable level.”

BACKGROUND AND ADDITIONAL INFORMATION

The City has received grant funds from FEMA for Fire health screenings and self-contained breathing apparatuses. The funds will be applied accordingly:

	<u>Additional appropriations:</u>	
	<u>Appropriation</u>	<u>Resource</u>
<u>General Fund</u>		
Fire & Rescue - Operations	365,182	
Intergovernmental Revenue		365,182
	<u>\$ 365,182</u>	<u>\$ 365,182</u>

This shall be included in the Consent Agenda at the regular business meeting, since this grant is set up on a reimbursement basis and will offset funds already expended for these particular uses.

FISCAL IMPACTS

This Supplemental Budget adjustment increases revenue and appropriations within the budget.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to adopt Resolution 2024-30 authorizing a 2023-25 BN supplemental budget.

REFERENCES & ATTACHMENTS

1. Resolution 2024-30 for Budget Supplemental Recognizing Grant Revenue
2. Budget Supplemental Support Documentation



RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE 2023-25 BIENNIUM BUDGET

RECITALS:

- A. The City of Ashland 2023-25 Biennium Budget was adopted on June 6, 2023, for the period of July 1, 2023, through June 30, 2025.
- B. The City of Ashland (City) is authorized by ORS 294.471 to approve a supplemental budget for one or more of the following reasons:
 1. An occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.
 2. A pressing necessity which was not foreseen at the time of the preparation of the budget for the current year which requires prompt action.
 3. Funds were made available by another unit of federal, state or local government and the availability of such funds could not have been ascertained at the time of the preparation of the budget for the current year.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

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

	<u>Additional appropriations:</u>	
	<u>Appropriation</u>	<u>Resource</u>
<u>General Fund</u>		
Fire & Rescue - Operations	365,182	
Intergovernmental Revenue		365,182
	<u>\$ 365,182</u>	<u>\$ 365,182</u>

SECTION 2. This resolution is effective upon adoption. This resolution was duly PASSED and ADOPTED this 19th day of November 2024 and takes effect upon signing by the Mayor.

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this 19th day of November 2024.

Tonya Graham, Mayor

Reviewed as to form:

Douglas M. McGeary, Acting City Attorney

Budget Supplemental Request

Date: October 14, 2024

Department: Fire

Explanation of Request

FEMA grant reimbursement for Fire health screenings and self-contained breathing apparatuses (SCBAS). This grant had a 10% match requirement from the City.

New Revenue

Account Number	Line-Item Name	Amount
0110.430123	Fire & Rescue Grants	\$ 365,181.82
	Total Revenue	\$ 365,181.82

Additional Appropriations (Expense)

Account Number	Line-Item Name	Amount
071200.606600	Fire - Medical & Laboratory	\$ 169,883.64
071200.604100	Fire - Professional Services	\$ 195,298.18
	Total Expense	\$ 365,181.82

Requested By: Marshall Rasor, Deputy Fire Chief - Operations

Approved By:  Department Head

Reset Form

Vendor	Descriptions	Account	Invoice Amount	City Portion	FEMA
GILBERT, GAETKE AND ASSOCIATES OF NEVADA, MD, LTD	NFPA 1582 Health Screenings	071200.606600	\$ 82,215.00	\$ 7,474.09	\$ 74,740.91
GILBERT, GAETKE AND ASSOCIATES OF NEVADA, MD, LTD	NFPA 1582 Health Screenings	071200.606600	\$ 104,657.00	\$ 9,514.27	\$ 95,142.73
Municipal Emergency Services	SCBAS (self contained breathing apparatus)	071200.604100	\$ 219,760.00	\$ 24,461.82	\$ 195,298.18
Municipal Emergency Services	SCBAS (self contained breathing apparatus)	Mixed	\$ 19,570.00	\$ 19,570.00	\$ -
	Total		\$ 426,202.00	\$ 61,020.18	\$ 365,181.82

FEMA Summary

Charged to 071200.606600 \$ 169,883.64

Charged to 071200.604100 \$ 195,298.18

Total FEMA \$ 365,181.82



City of Ashland

Accounts Receivable
20 E. Main St.
Ashland, OR 97520
(541) 488-6004 Fax (541) 552-2089

INVOICE

Invoice Date	Invoice No.
06/30/2024	6944
Customer Number	
2925	
Invoice Total Due	
\$195,298.81	
Amount Paid	
\$0.00	

2925
FEMA
WIRE PAYMENT NOTIFICATION
WASHINGTON, DC 20472

Due Upon Receipt

Invoice Date: 06/30/2024

Customer Number: 2925

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
ASST to FF GRANT - G00032.100 SCBA	1	\$195,298.81	EACH	\$195,298.81	\$0.00	\$0.00	\$195,298.81

Please put the Invoice Number on your check
Make Checks Payable to: City of Ashland

Invoice Total:

\$195,298.81

ORIGINAL
COPY



City of Ashland

Accounts Receivable
20 E. Main St.
Ashland, OR 97520
(541) 488-6004 Fax (541) 552-2089

INVOICE

Invoice Date	Invoice No.
06/30/2024	6945
Customer Number	
2925	
Invoice Total Due	
\$169,883.64	
Amount Paid	
\$0.00	

Due Upon Receipt

2925
FEMA
WIRE PAYMENT NOTIFICATION
WASHINGTON, DC 20472

Invoice Date: 06/30/2024

Customer Number: 2925

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
ASST to FF GRANT - G00032.100	1	\$169,883.64	EACH	\$169,883.64	\$0.00	\$0.00	\$169,883.64

Please put the Invoice Number on your check
Make Checks Payable to: City of Ashland

Invoice Total:

\$169,883.64

ORIGINAL
COPY

PROJECT BUDGET REPORT

FOR 01/01/2019 - 06/30/2024

Original Budget	Net Budget Amendments	Revised Budget	Requisitions	Encumbrances	Actuals	Available Budget	Percent Used
Source: 100 - Grants							
F G00032-100		Grants					
0.00	0.00	0.00	0.00	0.00	-365,182.45	365,182.45	0.00%
EFF DATE	JNL	LINE	SRC REF1	REF2	REF3	CHECK	AMOUNT D/C GLYrPr GLJnl GLLine
06/30/2024	173	2	GBI	2925			365,182.45 C 2024/12 1076 2
1217	ASST to FF GRANT - G00032.100						
TOTALS for Phase/Source: 100 - Grants							
0.00	0.00	0.00	0.00	0.00	-365,182.45	365,182.45	

PROJECT BUDGET REPORT

FOR 01/01/2019 - 06/30/2024

Original Budget		Net Budget Amendments		Revised Budget		Requisitions	Encumbrances	Actuals	Available Budget		Percent Used	
Phase: 700 - Mat Cost												
E G00032-700					Material Cost-Matching							
0.00		0.00		0.00		0.00	0.00	16,988.36	-16,988.36	0.00%		
EFF DATE	JNL	LINE	SRC	REF1	REF2	REF3	CHECK	AMOUNT	D/C	GLYrPr	GLJnl	GLLine
07/01/2023	48	4	API	007773	20230350	109206	53705	7,474.09	D	2024/01	590	7
W fy24city	NFPA	1582	Health Screenings			GILBERT, GAETKE AND						
06/01/2024	67	36	API	007773	20230350	125986	59827	9,514.27	D	2024/12	800	112
W FY24CHK	NFPA	1582	Health Screenings			GILBERT, GAETKE AND						
TOTALS for Phase/Source: 700 - Mat Cost												
0.00		0.00		0.00		0.00	0.00	16,988.36	-16,988.36			

PROJECT BUDGET REPORT

FOR 01/01/2019 - 06/30/2024

Original Budget		Net Budget Amendments		Revised Budget		Requisitions	Encumbrances	Actuals		Available Budget		Percent Used
Phase: 999 - General												
E G00032-999				General								
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EFF DATE	JNL	LINE	SRC	REF1	REF2	REF3	CHECK	AMOUNT	D/C	GLYrPr	GLJnl	GLLine
07/01/2023	48	5	API	007773	20230350	109206	53705	74,740.91	D	2024/01	590	8
W fy24city	NFPA	1582	Health	Screenings		GILBERT, GAETKE AND						
06/01/2024	50	1	APM	000792		120778	57776	9,785.00	D	2024/12	746	3
MOD INV	X8915026305304,	AIR-PAK	X3	PRO	MES, MUNICIPAL	EMERG						
06/01/2024	50	2	APM	000792		120778	57776	9,785.00	D	2024/12	746	7
MOD INV	X8915026305304,	AIR-PAK	X3	PRO	MES, MUNICIPAL	EMERG						
06/01/2024	67	37	API	007773	20230350	125986	59827	95,142.73	D	2024/12	800	113
W FY24CHK	NFPA	1582	Health	Screenings		GILBERT, GAETKE AND						
06/30/2024	172	1	PAC	fy24mi				219,760.00	D			
Invoice	Invoice1900527,	MES										
TOTALS for Phase/Source: 999 - General												
0.00		0.00		0.00		0.00	0.00	409,213.64	-409,213.64			
TOTALS FOR EXPENSE STRINGS												
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TOTALS FOR FUNDING SOURCE STRINGS												
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REPORT TOTAL												
Original Budget		Net Budget Amendments		Revised Budget		Requisitions	Encumbrances	Actuals		Availab Budg		
0.00		0.00		0.00		0.00	0.00	61,019.55		-61,019.		

*Unposted transactions are marked with asterisks.

PROJECT BUDGET REPORT

REPORT OPTIONS

Template Information

Report template code: PROJBUDRPT
Template description: Project Budget Report
Master template: Y

Report Options

Format: 8 columns
Segment description: Short
Print report definitions? Y
Showing funding source strings as credits? Y
Double space the report? N
Exclude project strings with zero balances? Y
Include cents in dollar amounts? Y
Amounts exceed 999 million? N
Only include project strings that exceed 0% of available budget

Column Definitions

Column 1 code:001 Original Budget
Column 2 code:002 Amendments
Column 3 code:005 Revised Budget
Column 4 code:007 Requisitions
Column 5 code:006 Encumbrances
Column 6 code:008 Actuals
Column 7 code:011 Available
Column 8 code:015 PCTUsd(enc/act)

Project String Selection

Expense Funding Source
Project: G00032 G00032
Phase:
Task:
Sub-Task:

Report Options

Beginning year/month: 2019/1
Ending year/month: 2024/6
Group by Major Project? N
Group by Budget Level N

Sorting Options

2: Phase/Source
Total Y
Page break Y

Detail Options

Include string description: Long
Include Project String Detail: Y
Include Employee Detail: Y

PROJECT BUDGET REPORT

REPORT OPTIONS

Include Closed Projects:	Y
Include Journal Detail:	Y
Include Actual Detail:	Y
Include Encumbrance Detail:	N
Include Budget Detail:	N
Include vendor info:	Y
Include unposted transactions:	Y
Journal source code(s):	

** END OF REPORT - Generated by Dana Mason **



Council Business Meeting

Date: November 19, 2024

Agenda Item	Approval of Electric Master Plan
From	Thomas McBartlett III, Director
Contact	thomas.mcbartlett@ashland.or.us

SUMMARY

Council is being asked to adopt the Electric Master Plan that was presented at the September 30, 2024, study session. The Master Plan will be used to guide investment in and maintenance of the Electric Utility infrastructure for the next 5 – 10 years.

POLICIES, PLANS & GOALS SUPPORTED

- Quality infrastructure and facilities through timely maintenance and community investment
- Safe and reliable delivery of electricity to Ashland residents and businesses

BACKGROUND AND ADDITIONAL INFORMATION

In August 2023, with the approval of Council, the Electric Department authorized Stoddard Power Systems to conduct a study of the City's electric system and develop a Master Plan. The purpose of the Plan is to do a thorough evaluation of the City's electric infrastructure and make recommendations to meet future growth and timely replacement of assets.

FISCAL IMPACTS

Funding for the plan was included in the current budget. Future fiscal impact from the implementation of the Plan recommendations will be brought forward through future budget process and contract approvals.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Move to approve the Master Plan for the City's Electric Utility.

Delays in approval could delay proceeding with plan recommendations to meet the City's future needs.

REFERENCES & ATTACHMENTS

1. Electric System Master Plan - Chapters - FINAL 09092024



CITY OF ASHLAND ELECTRICAL SYSTEM MASTER PLAN

September 2024

Prepared For:



CITY OF ASHLAND
90 N. Mountain Avenue
Ashland, OR 97520

Version: DRAFT, 08/08/2024
 FINAL, 09/09/2024

Prepared By:



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Chapter 1 INTRODUCTION

1.1 PURPOSE

The purpose of this study is to perform an electrical system evaluation and develop an orderly, economic improvement plan for the City of Ashland Electric Department. The evaluation and improvement plan is intended to help ensure that Ashland's electrical system has the operational capacity, reliability, and flexibility to meet long-term planning criteria. The study identifies and recommends system improvements that allow Ashland to supply adequate and quality power to customers for the intermediate future (10 years) and practical improvements to support long-term operations.

The study provides recommendations for modifications to existing facilities as well as new construction to economically meet projected system load changes and growth so that no facilities become obsolete or underrated early in their service lives. In addition, the study considers impacts on the City's distribution system caused by known and planned Bonneville Power Administration (BPA) and PacifiCorp facility modifications.

The recommendations presented in this report should be used as a guide by City of Ashland management and staff in planning and implementing electrical system improvements. Suggested improvements are based on projected system load growth and changing electrical industry conditions with the aim of improving service quality and reliability while complying with construction, operation, and safety standards.

This study was conducted based on the best available information at the time. Some assumptions were necessary and are noted in the report. Any changes in equipment or system configuration from the data used in this report may result in a change in recommendations. Except where noted, this study evaluated the system as it was configured at the time the study was performed.

Over time, conditions generally change, and these changes can affect the feasibility or practicality of certain system improvements. This report should be reviewed and updated periodically since changing system conditions, supply chains, and available technologies may affect the economic viability or integrity of the recommended plans. By following an approach of periodically reviewing and updating the plan, Ashland will maintain a valuable, up-to-date tool to aid management and staff in the process of system operation, maintenance, and planning.

1.2 PROJECT AUTHORIZATION

In August 2023, City of Ashland Electric Department (Ashland) authorized Stoddard Power Systems (SPS) to conduct a study of the City of Ashland Electric Department's Electric System Master Plan. The study consists of various tasks as described in the Technical Proposal from June 2023 and some detailed areas of concentration as identified during the project. This report contains the results of the City of Ashland Electric System Master Plan.

1.3 SCOPE OF WORK

The following is a summary of the scope of services performed in this study.

Load Forecast: Evaluation of the Ashland system-wide growth patterns based on historical, recent (prior 10-year period) and expected future growth, from data provided by the Ashland's Electric Department and population projections from the City of Ashland, Jackson County, BPA, PacifiCorp and Regional Planners. This data is used to estimate future feeder and substation peak loading throughout the system analysis period and to determine recommended system improvements.

System Planning Criteria: Establishment of realistic planning criteria and objectives upon which short-term and long-term planning are based. These planning standards were used to determine loading guidelines, the appropriate level of backup support under outage conditions, practical conductor sizes, acceptable voltage drop levels, and improvement timing.

Transmission and Substation Evaluation: Evaluation of the existing transmission system facilities serving Ashland for interconnection and switching flexibility, looping capabilities, isolated segments, and overall operation and performance for power supply and delivery to the Electrical Department facilities. Also, evaluation of the existing substations' points-of-delivery for equipment ratings, capacities, and configurations. This effort includes consideration of reliability, protection components, protection philosophy, interruption frequency and duration, power availability and the ability to serve growth, and operation and maintenance programs.

Analysis of the Existing System: Evaluation of the ability of the existing electric system to provide economical, high-quality service in terms of component loading, voltage levels, line losses, power factor, and reliability in the short-term and intermediate future. This effort includes a review of the existing system performance based on the following criteria:

- System reliability
- System capacity
- System flexibility
- System and feeder peak loads
- System construction practices
- Operation and maintenance policies
- Environmental sensitivity
- System equipment aging
- Identification of trouble spots and poorly performing equipment
- Review adequacy of system record keeping

Power Flow Analysis: Analysis of the City's electric system circuits using computer modeling software. The system was modeled on a system-wide single-phase and three-phase basis using Milsoft software package. The power flow analysis modeled the system for the following conditions:

- Case 1A Base Case Peak Load
- Case 1B Base Case Light Load

- Case 2A Ten-Year Growth Case
- Case 2B Twenty-Year Growth Case
- Case 3A Ashland Substation Transformer Out-Of-Service
- Case 3B Mountain Avenue Substation Transformer Out-Of-Service
- Case 3C Oak Knoll Substation Transformer K1 Out-Of-Service
- Case 3D Oak Knoll Substation Transformer K2 Out-Of-Service
- Case 4A AS/A2000 Business Feeder Out-Of-Service
- Case 4B AS/A2001 North Main Feeder Out-Of-Service
- Case 4C AS/A2002 Railroad Feeder Out-Of-Service
- Case 4D MAS/M3006 N. Mountain Feeder Out-Of-Service
- Case 4E MAS/M3009 Morton Feeder Out-Of-Service
- Case 4F MAS/M3012 S. Mountain Feeder Out-Of-Service
- Case 4G MAS/M3015 Wightman Feeder Out-Of-Service
- Case 4H OKS/K4056 HWY 99 Feeder Out-Of-Service
- Case 4I OKS/K4070 HWY 66 Feeder Out-Of-Service

The Power Flow analyses performed for the conditions noted above identified the system configuration voltage drops, load balance, real and reactive power flows, and system losses at system buses as labeled. The results presented in the Power Flow Chapter detail the analysis output reports.

Short Circuit Analysis: A short circuit analysis was performed under the Base Case configuration to update the maximum fault availability throughout the system. The results are presented in the Short Circuit Chapter with detailed fault data examples and analysis output reports. The short circuit ratings for all equipment were evaluated for adequacy based on the expected maximum short circuit currents.

Protective Device Coordination: The system coordination and protection were evaluated using the system model developed for the power flow and short circuit calculations. A time-current curve coordination chart showing the devices listed below is presented for each distribution feeder:

- Transformer damage curve
- Conductor or insulation damage curve
- Maximum available short circuit symmetrical and asymmetrical fault current
- Time-current curves of primary protection devices
- Time-current curves of secondary protection devices
- Time-current curves of major backbone protection devices

The results are presented in detailed tabulation with recommended settings for existing protective devices. In addition, analyses of coordination charts and recommended protective device changes that will improve system reliability are provided. The

development of a fusing application guide for the sizing of downstream fuses is also provided.

Renewable Energy: The City of Ashland has a Climate and Energy Action Plan (CEAP) implemented. Transition to clean energy by adopting electric appliances and electric vehicles is a major part of the CEAP. The study discusses the existing situations of the City's policy, program, load profiles, and challenges, and provides an overview of potential actions that can be taken to prepare the electrical infrastructure for future increased distributed renewable energy programs and steps to align system planning with the City's CEAP to a practical extent.

Prepare Electric System Master Plan Report: A report summarizing the results of the study is provided that includes:

- Documentation of references, planning criteria, related calculations, computer reports, and techniques used in the analysis.
- Analysis and evaluation of the existing electric system, identification of alternative improvement options and suggested areas that need focused attention.
- A list of conclusions, recommendations, and proposed system improvements with projected construction timing and estimated costs.
- System maps and analysis plots showing the configurations and results of the various study cases, including recommended system improvements.

Chapter 2 EXECUTIVE SUMMARY

2.1 GENERAL

The City of Ashland's is presently serving approximately 12,817 customer meters. The City's electric service area is surrounded by the Pacific Power (PacifiCorp) Medford service region.

All electric power sold by the City of Ashland is provided by Bonneville Power Administration (BPA) and transmitted through PacifiCorp's 115 kV transmission system. The City owns and operates its distribution facilities (12.47/7.2 kV) and takes service from three substations:

- Mountain Avenue Substation, which is now City-owned and was purchased from BPA in March 2023. Mountain Avenue serves four (4) City distribution feeder circuits and has two (2) spare positions.
- Ashland Substation, which is owned and operated by PacifiCorp, feeds a City-owned distribution facility serving four City feeder circuits.
- Oak Knoll Substation, which is owned and operated by PacifiCorp, feeds three (3) City-owned distribution feeder circuits.

Over the last 10 years, PacifiCorp has made improvements to the transmission system serving the City of Ashland. The City's electric system is now served by a looped 115 kV transmission system with multiple backup sources. The transmission source to these substations is fed from a ring bus at PacifiCorp's Baldy Switching Station located in the Medford region. Line 19 originates at the Baldy Switching Station and is then tapped becoming Line 82, providing service to PacifiCorp's Oak Knoll Substation and continuing onto PacifiCorp's Ashland Substation. Between Oak Knoll and Ashland Substations, the line is again tapped to serve the BPA short transmission circuit feeding the City-owned Mountain Avenue Substation. Alternate transmission sources are available to the Ashland area from PacifiCorp's Copco 2 and Sage Road facilities. In addition to the two substations, PacifiCorp owns and maintains a few distribution poles in and adjacent to the City's service territory and city limits.

The City's distribution system (12.47/7.2 kV) consists of 52.7 miles of overhead three-phase and single-phase primary circuitry; and 79.5 miles of three-phase and single-phase underground primary circuitry. A high-level view of the City's electric distribution feeder system and service territory is shown in Figure 2-1 and Figure 2-2, respectively.

In 2023 the City eliminated a substantial portion of the BPA Transfer Service Delivery Charge per-kW-per-month for power delivered at 12.47/7.2 kV by taking ownership of the Mountain Avenue Substation. This change established a 115 kV point-of-delivery transmission tap with BPA's transmission line along Mountain Avenue that extends to the PacifiCorp circuit at the Nevada Street intersection.

The City continues to have an exclusive power purchase agreement with BPA based on energy and peak demand, and BPA has a General Transfer Agreement (GTA) with PacifiCorp for the use of their transmission and substation facilities. The City pays \$1.12 per kW per month for delivery at 12.47 kV at Ashland and Oak Knoll Substations. Delivery charges, substation ownership, and transmission improvements are further discussed in Chapter 5.

There is a strong correlation between ambient temperature (high and low) and peak loading on the City's electric system. Evaluation of the electric system's load data indicates that its most recent peak was 45.9 MW, which occurred in June 2021. In the evaluation period from 2004 to 2013, the highest system peak was 43.5 MW, and occurred in December 2013. Recent demand records show that the City now has more of a summer peak pattern. We recommend the City continue to monitor summer peak demands as equipment ratings under summer conditions should not be overloaded and equipment (e.g., cables) full-load ratings are lower than under winter conditions due to the inherently higher ambient temperature in the summer. Historical data, weather trends, and future system growth are further discussed in Chapter 3.

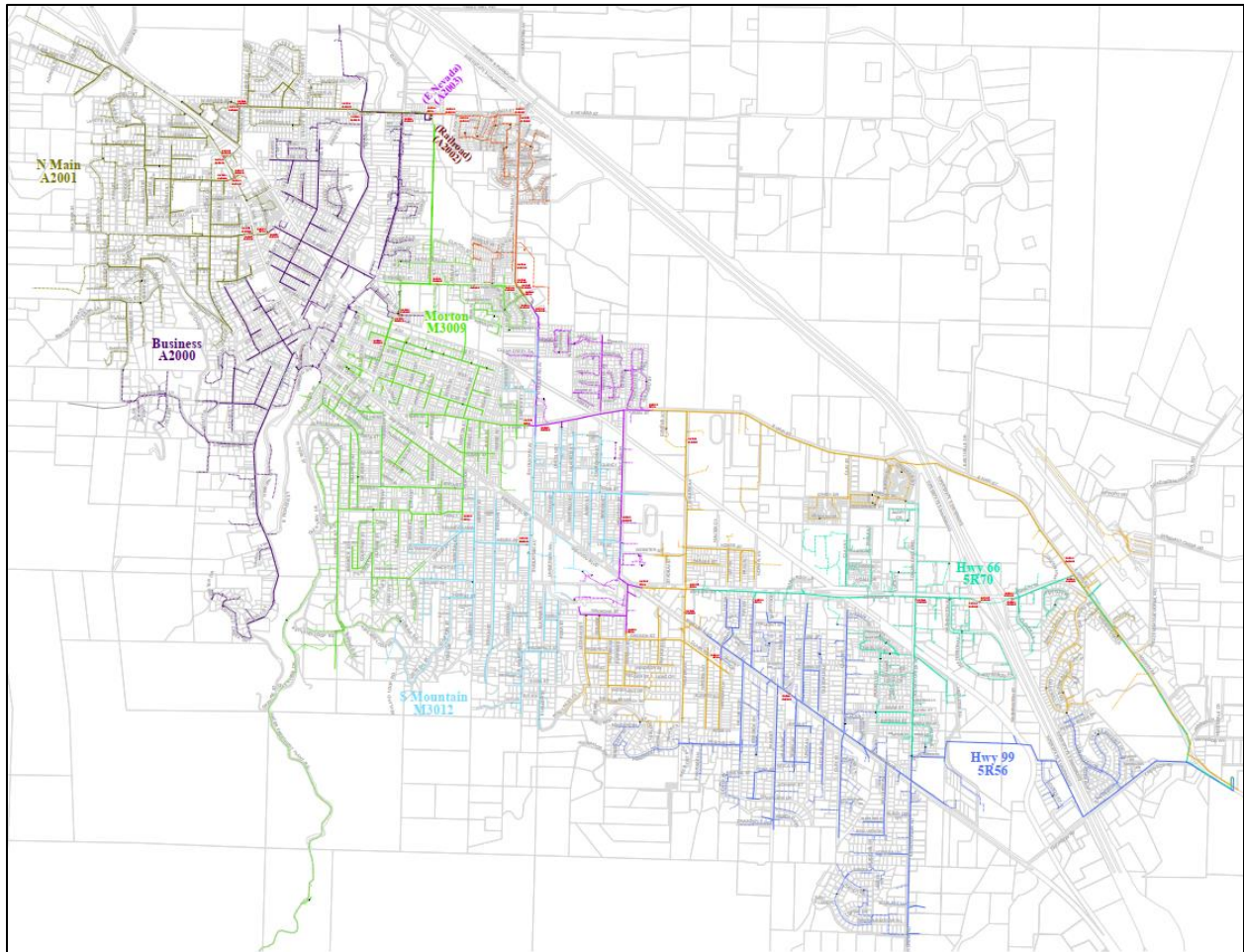


Figure 2-1: City of Ashland Electric Distribution Feeder System Map

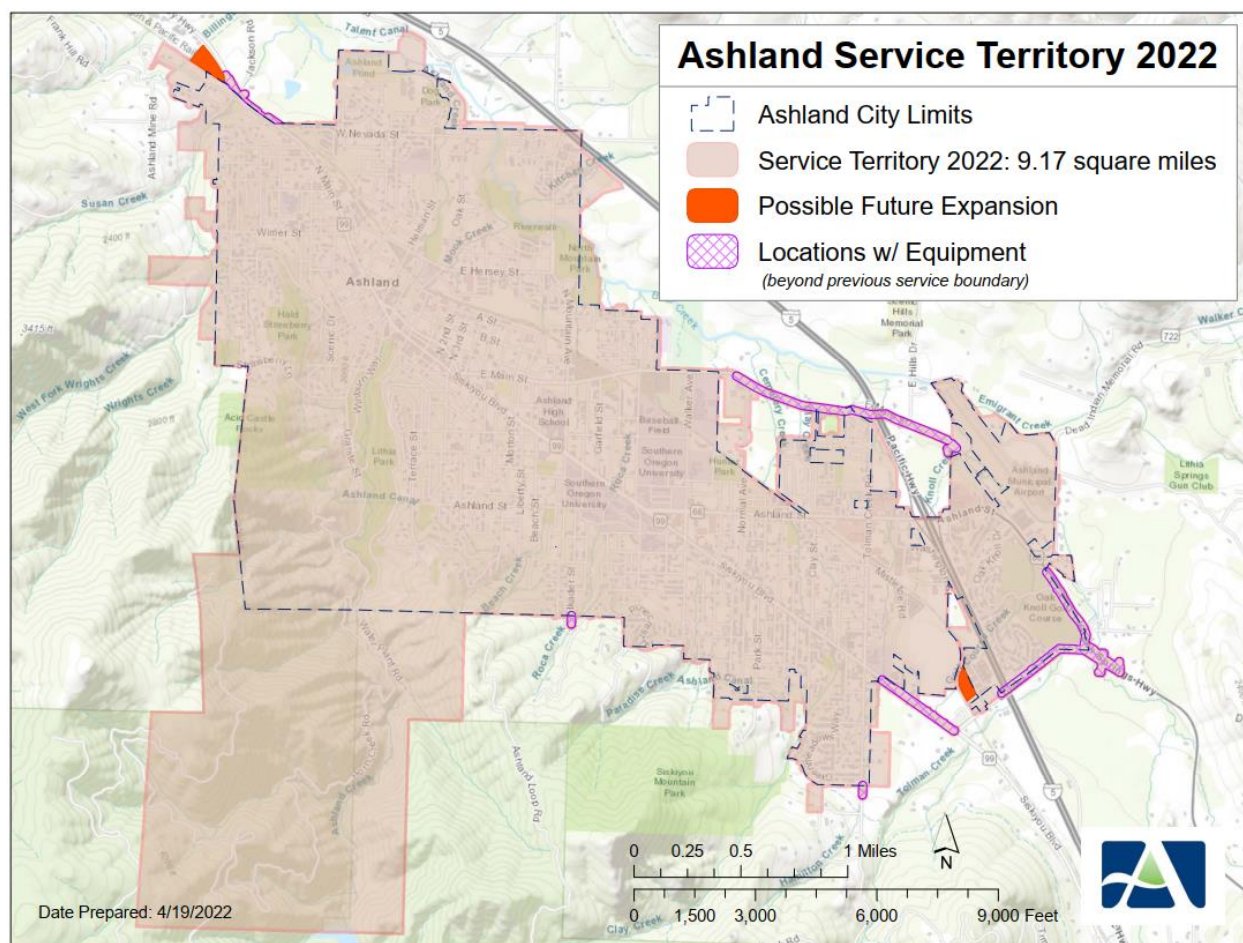


Figure 2-2: City of Ashland Electric System Service Territory

Ashland's annual energy usage from 2003 to 2023 was around 175,000 MWh with an approximate 5,300 MWh (or 3%) standard deviation. A slight decreasing energy usage trend appeared in the last two years, partly because only 2/3 of the Mountain Avenue Substation load was captured due to a blown PT fuse from June 2022 through September 2023. Additionally, there has been an increase in PV installations around the City that may be contributing to the decrease. Overall, the relatively consistent annual energy use indicates that there is an unlikely potential for a new summer or winter energy consumption peak until an extreme cold or hot weather event is experienced. Presently the City's electric system infrastructure is sized adequately to serve expected peak system loads.

Based on available system load data and the assumptions used for this study, there is sufficient substation transformer and distribution system circuit capacity to serve the City's expected peak demand load through 2033, under normal operating conditions. However, the loss of any single major system component ('single-contingency' failure condition) could result in a reduction of the overall system capacity to below the capability to serve potential historic peak demand. Single-contingency limitations and concerns are described in greater detail in Chapter 5 and Chapter 7.

The conclusions and recommendations throughout the remainder of this section are based on the overall goal of maintaining adequate substation capacity, and a flexible distribution system available to reliably serve existing and future projected loads.

2.2 MAJOR IMPROVEMENTS SINCE THE 2013 SYSTEM STUDY

In the 11 years since the previous study, some significant electric system changes have taken place that improved service and reliability to the City's electrical department customers. Major improvements are listed below.

2.2.1 Transmission

PacifiCorp's upgrade from the 69-kV source at Ashland Substation to 115-kV significantly increased the capacity from that source. Additionally, other PacifiCorp Medford regional area transmission system upgrades and reconfigurations enabled other strong backup sources to the Ashland transmission loop.

2.2.2 Substations

Mountain Avenue Substation

The City's purchase of the Mountain Avenue Substation from BPA is a significant adjustment in power transformation charges for the City. It will now allow the electric system to expand, monitor, and improve facilities at this substation as deemed necessary. Although the City had previously owned the 12.47/7.2 kV distribution facilities at this substation, they now own the property, all high-voltage components, and the control building. Suggestions for operation and maintenance improvements at this site include:

- a) One-day training session by a capable engineering group for City staff and crews that will operate and maintain this facility. Training should include:
 - Explanation of the existing facility's purpose and function (control building to yard)
 - Review of all substation design drawings
 - Major equipment monitoring and routine service
 - Functional operation of all components
- b) Preparation of a complete inspection and maintenance schedule for both City staff and services to be performed by contractors.
- c) A proposed timeline schedule for equipment retirement and replacement.
- d) Recommendation for adding a second transformer bank with primary protection, regulation, and completion of the remaining two distribution feeders. This improvement along with distribution system circuit configuration modifications will allow the City to transfer considerable load from PacifiCorp substation(s) to the City-owned Mountain Avenue Substation, giving the City more control over their facilities and saving power purchase costs by eliminating wheeling some power through PacifiCorp substation facilities.
- e) The City should be aware that the existing transformer was manufactured in 1976 and was installed used. The estimated remaining service life is approximately 20 years. However, obtaining a new transformer will require development of a purchase document and technical specification, time for suppliers to propose, bid reviews, evaluation and award recommendation, manufacture, and delivery. In today's market conditions, this process could take up to 5 years to obtain a new transformer.

Ashland Substation

The PacifiCorp-owned Ashland Substation (also known as Nevada Street Substation) contains a City-owned distribution rack originally constructed in the 1950/60s which has undergone several modifications during its existence. Although functional, by today's standards the rack could be considered outdated and somewhat of a liability.

In 2012 the City converted an existing City-owned building near this substation to a control facility and installed new microprocessor multifunctional circuit controllers for all 4 feeders. This improvement gave the City control and monitoring capability of these feeders from the off-site control building, and remote monitoring capability via its SCADA system.

In 2015 consideration was given to replacing the aged City-owned distribution facilities inside the PacifiCorp Ashland Substation with a City-owned substation directly across Nevada Street on City-owned vacant property. This location seemed ideal since two looped transmission sources exist directly outside the lot and the new facility could easily tie into the existing four City distribution feeders.

Preliminary layout and rendition drawings were created for both open-rack and metalclad-style substations. Although this improvement would give the City control over the substation and distribution facilities and save power purchase costs by eliminating wheeling through PacifiCorp's Ashland Substation facilities the concept was not pursued further.

As the City's existing distribution rack in the PacifiCorp Ashland Substation yard continues to deteriorate the City may want to reconsider building a new substation as described above at this existing City-owned site.

Oak Knoll Substation

In 2014 the City installed pole-mounted recloser controllers adjacent to the PacifiCorp Oak Knoll Substation giving the City control of its three distribution feeders served from this substation, and it also provided the City with monitoring and control capabilities of these feeders from outside the substation via its SCADA system.

2.2.3 Distribution

- In 2018 the electric department revised and updated both the commercial and residential New Service Application forms.
- In 2018 the electric department's Supervisory Control and Data Acquisition (SCADA) System situated in the dispatch center was upgraded to a new Ignition software platform to improve the monitor and control capability of distribution feeder circuits, field reclosers and capacitors, including the Reeder Gulch Hydro facility. This improvement offers the City the ability to monitor and document system performance in real-time, identify and prevent potential problems, and assist with troubleshooting when necessary. The City should further expand the SCADA system to include monitoring of the newly acquired Mountain Avenue Substation 115 kV protection devices.
- In 2019 the City installed underground construction consisting of multiple conduits and vault system from the Mountain Avenue Substation along Hersey Street to N. Main Street for future installation of major backbone circuits and lateral taps.
- The electric department is currently implementing several fire mitigation activities, such as potential fuel clearing, installation of composite poles in lieu of wood poles, fuse spark

inhibitor products, and many other devices in accordance with the recommendations in the recent (2022) Wildfire Mitigation Plan.

- In 2023 the Electric Service Requirements (ESR) manual was upgraded to conform with City and neighboring PacifiCorp policies on system interconnection and service construction standards for internal, developer and contractor use.
- The City installed self-supporting steel poles for the East Main I-5 feeder crossing east and west of the interstate highway.
- The City installed self-supporting steel poles with recloser protection, monitor and control capability of the three distribution feeders directly outside the PacifiCorp Oak Knoll Substation.
- The City installed a new underground circuitry interconnection with various solar projects on the SOU campus and major PV developments within the City's service territory.
- The City completed several underground conversions and cable replacements, strengthened circuit intertie connections, and looped circuits to serve critical customers.

2.3 COMMENTS & RECOMMENDATIONS

In general, we recommend the City's electrical department adopt the planning criteria and implement the system improvements as presented in this report and specifically noted in Table 2-1. Improvements should be made as necessary to economically serve the actual load, while at the same time meeting prudent service quality and reliability standards.

We recommend that the electrical department review and update this report approximately every five years to confirm that decisions regarding improvements are based on current system conditions. All new facilities should be constructed in accordance with the latest expansion plan to ensure that no facilities become obsolete early in their service lives.

Specific recommendations resulting from this study are intended to meet normal load growth requirements and resolve specific operating deficiencies. All cost estimates shown are in 2024 dollars and are based on work performed by a contractor after competitive bidding unless otherwise stated.

It should be noted that some of the recommended improvements are already in progress and other recommendations do not have a fixed timeline or cost associated with them. In some instances, the work associated with the improvement is expected to be performed by the City's electrical department staff and line crew as part of their ongoing maintenance activities. In other instances, costs cannot be accurately estimated until the scope of the improvement to be undertaken is refined.

Transmission

With PacifiCorp's facility improvements made over the last several years, the transmission sources and system are now capable of serving the entire City's electric load for the foreseeable future. The existing multiple source configuration and available backup transmission paths will provide the City with adequate service integrity and reliability into the long-term future.

Substations

As discussed in Chapter 3 and Chapter 7, sufficient substation capacity is currently available to serve the City's expected peak loads for the next 10 years under normal operating conditions.

However, the loss of any single major system component under high load conditions can create the potential for overloading portions of the system and creating extended outages for electric customers.

The failure of a transformer at either the Mountain Avenue Substation or PacifiCorp's Ashland Substation during a peak load condition could create severe transformer overload conditions on the remaining in-service substation transformers.

A prioritized list of recommended substation-related improvements and budgetary cost estimates are presented in Table 2-1 of this Chapter. Major recommendations related to the substations serving the City include:

- Purchase and install one 115 -12.47/7.2 kV, 15/20/25 MVA power transformer as the second transformer bank at Mountain Avenue Substation to increase the capacity to serve load and reduce reliability on PacifiCorp's facilities, while at the same time reducing power purchase costs.
- Perform staff training for operation and maintenance of all facilities at the Mountain Avenue Substation as outlined in this report.
- Prepare a comprehensive inspection and maintenance schedule for the Mountain Avenue Substation for services to be performed by City Electric Department staff and contracted service providers.
- Consider retiring the existing City-owned distribution rack at PacifiCorp's Ashland Substation and constructing a new City-owned Nevada Street Substation at the City-owned property as described above.

Distribution

Based on the projected peak for 2033, all City-owned distribution system components have sufficient capacity at this time. The electrical department has strengthened some feeder backbone conductors and feeder tie circuits over the last several years. However, as load is added and growth occurs feeder and conductor loading should be monitored to ensure spare capacity remains and is available when load transfers become necessary.

Transferring certain feeders at peak load will become problematic in the next ten years, particularly during summer peak loading because equipment's summer ratings are lower than their winter ratings.

Recommended distribution system improvements are also listed in Table 2-1. Major recommendations related to the distribution system include:

- Monitor and balance existing feeder loading to minimize phase imbalance.
- To enhance the City's wildfire mitigation activities the electric department might want to consider implementing the following practices:
 - Replacement of fuses and installation of S&C TripSaver devices on circuit taps in wooded areas of the distribution system.
 - Installation of S&C VacuFuse devices to cover fuses and prevent sparks and hot debris from potential fire-causing blown fuses, particularly on transformer protection fuses on circuit taps in wooded areas of the distribution system.
- The electric department may want to consider updating its existing customer metering technology by implementing an Automated Metering Infrastructure (AMI) system that can

telemeter customer usage data directly to the electric and water departments plus billing department collector system, consistent with industry-standard smart metering trends.

- Automatic Meter Reading (AMR) is an automated technology used to collect consumption, diagnostic and status data from electric, gas and water metering devices. The AMR system transfers this data to a central database for billing, troubleshooting and analysis. Over the past several decades, most utilities have integrated advanced metering technologies throughout their service areas. The implementation of this technology has improved customer service and helped utilities function more efficiently.
- Around the year 2000 Ashland installed the Itron automatic meter reading (AMR) technology, including Itron drive-by or hand-held encoder receiver transmitter (ERT®) devices to gather metered data used for customer billing. While this technology has been effective for that purpose, utilities are increasingly finding that one-way communication networks limit their ability to support advanced customer and operational applications, and that benefits of two-way communications capability is preferred.
- One option to upgrade the existing City metering is to adopt the Tantalus TRUConnect multi-purpose utility platform, which will enable Smart Grid applications for monitoring and control of electric, water and gas utilities. This two-way AMI communications platform supports a variety of high-value utility applications which can include:
 - Advanced Metering Infrastructure (AMI)
 - Closed Loop Voltage Reduction (CLVR®)
 - Outage management
 - Remote connect/disconnect
 - Prepay of electric power
 - Power quality analysis
 - Load management
 - Revenue assurance
 - Reliability analysis
 - Asset management
 - Streetlight control
 - Net metering
- For the City of Ashland, which has a large investment in ERT technology in its existing metering system, there is a process to enable advanced applications while continuing to leverage the ERT assets. The TRUConnect ability will allow the City to build on its existing AMR groundwork to take advantage of operationally efficient advanced applications at a fraction of time and cost of a full system replacement. The system is designed to be strategically deployed as determined by the utility, since Tantalus and Itron have developed solutions to help mitigate full system replacement costs.
- The solution developed by Tantalus and Itron would deploy TUNet network infrastructure over Ashland's complete service area or a specific strategic

geographic area by replacing a percentage of electric meters. Typical full ERT overlay deployments involve a replacement of 15% to 20% of the existing electric meters without the need to replace any ERTs on the water meters. Further information on this matter should be requested from the Itron/Tantalus NW representative.

Table 2-1: Recommendations

Item	Description	Estimated Cost (2024)
General System		
G-1	The City should consider the future of Electric Vehicle (EV) impact on the distribution facilities by increasing transformer capacity in new developments. An estimated 5 kW per resident should be allocated when sizing new transformers. The EV charger minimal use time will impact transformer energy losses which must be paid for by the serving utility (City of Ashland) and will likely impact future electric rates.	NA
G-2	Self-healing distribution systems may be desirable in the near future, especially in highly congested downtown areas. Although such sectionalizing systems are currently available they may not be cost-effective. To minimize downtime due to faults, many utilities now utilize automated fault interrupting and sectionalizing switches with SCADA system interconnection at critical distribution locations. The City may want to evaluate the use of these devices for 'self-healing' (automated restoration) of the distribution system at key locations. The cost estimates provided include all equipment and installation costs per switch. This will require SCADA communication interconnection which should be easily implemented.	\$75,000 Overhead Mount \$150,000 Pad Mount
G-3	Consider an update to the previous Arc-Flash Study (2010) to bring it into compliance with present standards.	\$7,500
G-4	Consider an update to the previous Spill Prevention Control and Countermeasures Plan (SPCC) to bring it into compliance with present standards.	\$4,200
G-5	The City may want to consider modifications to the Distributed Generation Interconnection Control Ordinance. These changes could regulate how low-voltage generators are connected to the City's distribution system. The language should require that interconnection control must be in accordance with IEEE and NEC standards. New technology has advanced distributed generation devices to the point where their installation is common, however because of the potential for these devices to cause system disturbances that can affect sensitive customer loads and the overall system performance, the adoption of this change will allow the City to take the appropriate action should policy violations occur. The inclusion of this type of interconnection control and net metering language may require modifications to the existing Electric Ordinance.	NA
G-6	The potential upgrade of the City's customer revenue metering could be considerably enhanced by implementing new AMI devices that can interact with the existing meters and then transmit metered data onto the City's billing department collective system. In addition to monitoring usage, the system revisions would include the capability to provide outage notifications, and have remote disconnect and reconnect capabilities.	TBD
G-7	<u>System Development Charges</u> We recommend that the City evaluate its policies and procedures concerning the review and assessed fee schedule for system development construction. It is important that City develop service and construction standards to cover typical system developments and apply these standards consistently. The city's fee schedule of charges to developers should include all City-related costs as well as necessary engineering services required for design, review, and services during construction. The fee structure should be periodically reviewed to maintain comparable charges with similarly sized municipalities.	NA

Item	Description	Estimated Cost (2024)
G-8	The City has an electric system map with most of the data up to date. However, there is missing information on conductors and protective devices including fuses (size and type) and pad-mount switchgear settings. We recommend the City continue the practice of updating information into its distribution mapping system so all the information reflects the field's as-built conditions and can be readily available for line assessment, system troubleshooting, future planning studies, as well as component inventory database.	Normal Maintenance Activity
Transmission System		
T-1	The City's crew should be trained regarding service and maintenance on the high-voltage primary switching sequence to de-energize and re-energize the substation equipment at Mountain Avenue Substation.	(see S-1)
Substations [MAS = Mountain Avenue Substation, AS = Ashland Substation, OKS = Oak Knoll Substation]		
S-1 (MAS)	The City should conduct a staff training session for the operation and maintenance of all facilities at the Mountain Avenue Substation as outlined in this report as soon as possible. This training should be provided by a qualified engineering service provider who has experience in such activities.	\$7,500
S-2 (MAS)	The City should have a comprehensive inspection and maintenance schedule created for the Mountain Avenue Substation describing services to be performed by City staff and contracted service providers. This schedule should be prepared by a qualified engineering service provider that has experience in such activities.	\$7,500
S-3 (MAS)	Now that the City owns Mountain Avenue Substation it should consider installing an online gas-monitoring system on the existing power transformer to continuously monitor transformer health. Sensor capabilities vary widely but could allow the City to monitor up to eight critical fault gases in addition to moisture. It can be installed while the unit remains in service and is field-based, requiring no manual oil sampling or lab testing.	\$7,500 Base Unit \$25,000 Unit With Pump
S-5 (MAS)	The City should have a Bid Procurement Document and Technical Specification prepared for the purchase of a second bank transformer at the Mountain Avenue Substation. The transformer should be rated 12/16/20 MVA or 15/20/25 MVA suited to complement the intermediate replacement of the existing transformer. It is estimated this process could take 5 years from onset until a transformer is placed on the foundation pad. The preparation of this document, advertisement, bid activities, evaluation and award should be performed by a qualified engineering service provider that has experience in such activities.	\$1,350,000 Transformer \$750,000 Construction
S-6 (MAS)	To coincide with the addition of a second transformer bank at Mountain Avenue Substation as described in improvement S-5, the City should have the necessary design prepared to implement the new transformer. This will require a Construction Document consisting of Bid Documents, Technical Specifications and Drawings, and should be performed by a qualified engineering service provider that has experience in such activities. It will entail procurement of all necessary equipment and contractor services for construction and installation activities.	\$150,000

Item	Description	Estimated Cost (2024)
S-7 (MAS)	With improvements S-5/6, to shift load onto the City owned Mountain Avenue Substation, the City should construct the two remaining available feeder circuits out of the Mountain Avenue Substation. The circuits should be installed, and existing Mountain Avenue Substation feeders adjusted to shift load off the Ashland/Oak Knoll circuits and place greater load on the Mountain Avenue Substation. The cost estimates assume underground conductors installed by City crews in existing ducts and vaults. Each underground feeder cable construction is estimated to be 6,000-feet at \$30/ft for all material and labor including any line extensions and sectionalizing switchgear.	\$200,000 (each feeder)
S-7 (MAS)	The existing transformer protection at Mountain Avenue Substation only has one level of phase and neutral overcurrent protection. We recommended that the City consider adding a transformer differential protection relay for improved transformer protection. At the same time the City should consider including monitor and control of the substation high-voltage circuit switcher and protective relay devices into the SCADA system.	\$15,000 Engineering \$25,000 Material and labor
S-8 (AS)	The City should consider the retirement of the City-owned distribution rack located in the PacifiCorp Ashland Substation. An ideal replacement would be construction of a new substation located on the City-owned property directly across from this facility on Nevada Street. This location has looped transmission circuits adjacent to the property and could easily interconnect with the existing distribution feeder circuits. Substation concept renditions have been previously prepared and could be pursued or modified as needed, Followed by planning department approval, necessary design, equipment procurement, and contractor construction. Again, it is estimated this process could take 5 years from onset until a transformer is placed on the foundation pad	\$3,000,000 Engineering, Transformer, Construction
S-9	At all substations, implement a periodic (5-year) microprocessor relay testing, calibrating, and maintenance program.	Normal Maintenance
S-10 (MAS)	The existing bank 1 power transformer was fabricated in 1976 and installed 'used' at Mountain Avenue Substation. Because of the age and expected service life of this transformer the City should plan for its replacement at some point.	\$20,000 Engineering \$1,350,000 Transformer
Distribution System		
D-1	The City should continue to implement activities and materials as noted in the Wildfire Mitigation Plan, especially in the heavily wooded areas of the City's western service territory.	Normal Maintenance Activity
D-2	As load increases, rebalance existing loads as necessary to maintain equal distribution of loading to the extent possible, under normal operating conditions. Balance phase loading on each phase as practical and ensure sufficient feeder capacity is available under system tie configurations.	Normal Maintenance Activity

Item	Description	Estimated Cost (2024)
	We recommend that phase imbalance on all feeders be monitored under peak load conditions. If imbalance on the listed feeders exceeds 15%, action should be taken to shift load and reduce imbalance to below 10%.	
D-3	To standardize construction practices the City should confirm the use of existing overhead conductor sag and tension construction stringing charts for multiple conductors and conditions based on NESC Zone 2 Loading District. These charts are based on calculations and specific weather criteria to ensure consistent installation standards for the mid-valley region.	Existing Sag-Ten Tables
D-4	The City should target 500-1000 feet of aging bare concentric neutral cable per year for replacement in addition to replacing segments as they fail. These bare neutral cables are known to corrode leading to potential public safety issues as well as voltage problems due to loss of neutral return.	\$100/ft \$50,000- \$100,000
D-5	The City should consider and continue the practice of adding overhead and underground fault indicators on feeder main backbones to assist in location of faults.	\$150 each
D-6	For underground facilities, where applicable, fused elbow connectors in vaults or at equipment can help isolate circuit taps and minimize the number of customers experiencing interruptions or outages. The City may want to consider installation of fused load-break elbows at specific backbone circuit taps or major tap locations presently not sectionalized. See Section 9 for further discussion of pad mount distribution equipment	\$350 per Elbow \$250 per Fuse
D-7	The City should ensure that all crew members have sufficient knowledge and training regarding pad-mounting sectionalizing equipment operation and tap interruption restoration.	NA
D-8	Depending on the load distribution, some of the backbone fuses, 140K and 100K, along the Ashland/Business feeder are recommended to be monitored, as they will likely exceed their rated capacity. The City should monitor the through load and make necessary adjustments if needed.	Normal Maintenance Activity
D-9 (MAS)	Verify Feeder M3009 recloser settings and change them to be identical with other Mountain Avenue Substation feeder settings if inappropriate implementation is confirmed.	Normal Maintenance Activity
D-10	The City should consider conforming to pole testing requirements by having poles tested every 10-12 years, or test approximately 10% each year. For poles that have not been inspected for some time, it is suggested primary circuit poles receive a full intrusive inspection, which includes excavation around the pole to a depth of 18", and inspection of the pole exterior for decay and treatment with a boron/copper-based product to prolong pole life. Testing should include sound and bore to determine if the pole has any voids. If voids are present the pole should be treated with a copper-based product to slow decay. Poles with extensive decay and not serviceable should be rejected. The poles should also receive a periodic visual inspection for obvious signs of damage or decay.	\$100/Pole Est.

Item	Description	Estimated Cost (2024)
D-11	The City should consider having an infrared thermal imaging investigation performed on all substation and switching station equipment and on all primary circuit overhead pole assemblies. This service should be performed after the pole inspection, treatment and/or replacement is complete, so that the infrared inspection is performed on pole top assemblies that will remain in service.	\$25/Pole Est \$500/Sub Bay Est.
Renewable Energy		
R-1	The City has existing programs and policies to encourage if not require non-fossil fuel sources for house appliances and vehicles. Any reduction in non-renewable energy consumption will put the City closer to achieving the 100% goal. However, this will shift the burden of non-renewable reduction to the electric system in terms of load growth. Another approach is developing programs to incentivize energy efficiency improvements and energy use reductions, which have the highest effectiveness in reducing non-renewable energy consumption.	NA
R-2	Adding renewable generation to the City's system. This can be achieved by continuing to support community projects to add distributed generation resources. The City does not own transmission resources and has limited siting available for large-scale PV generation. As discussed in Item S-8, we recommend the Ashland Substation be expanded to a new City-owned substation to increase capacity and reliability. If a suitable site near Oak Street can be identified, adding a large PV system to the new substation development would be an option for adding the needed capacity.	NA
R-3	The City purchases all electric energy from BPA, the majority of which comes from the hydroelectric facilities in the BPA territory. As such, BPA's energy fuel mix is generally 78% to 85% renewable and an additional 11% non-greenhouse gas-producing nuclear. Therefore, only 5% to 10% of the energy purchased by Ashland is potentially greenhouse gas producing. One approach the City might consider taking to achieve 100% greenhouse gas-free energy use is simply to identify enough renewable energy such that it offsets 5% to 10% of what would have been required to be purchased from BPA.	NA
R-4	The EV increase rate is hard to predict as it depends on many factors such as various levels of incentives from the Federal, State, and City, economic, and supply chain situations. We recommend the City continue monitoring the EV registrations and charger installations in town and consider an evaluation period of every two to three years. If the growth is rapid, the City may want to consider implementing a dynamic rate structure or smart charging policy to avoid significant peak demand increase in the evening.	NA

Chapter 3 LOAD FORECAST

3.1 GENERAL

This chapter describes a load forecast developed for the City of Ashland Electric Department based on the system peak demand expected for a 1 in 10 year cold or hot weather event. Included are five-year, ten-year, and twenty-year projections covering the period from 2024 to 2043, based on BPA and Electrical Department metered data as well as information and projections provided by the following sources:

- The City of Ashland Urban Growth Boundary
- The City of Ashland Buildable Lands Inventory
- The Jackson County Comprehensive Plan
- The Oregon Office of Economic Analysis (OEA)
- Portland State University Population Research Center
- Bonneville Power Administration Customer Portal
- PacifiCorp
- United States Census Data
- The Public Utility Commission of Oregon
- National Oceanic and Atmospheric Administration (NOAA) Climate Data Online Search

The load forecast projections and assumptions are the result of population growth and weather experienced during the period from 2013 through 2022. The analysis shows a strong correlation between temperature and system power demand for both cold and hot temperatures.

3.2 HISTORICAL OPERATING SYSTEMS

The City of Ashland's customer base has grown approximately 2.3% from 2003 to 2023 but has slowed in the last 10 years. Now the City serves approximately 12,817 customers.

- From 2003 to 2013, customer growth was from 10,100 to 12,705, ~2.3% annual growth rate.
- From 2014 to 2023, customer growth was from 12,705 to 12,817, ~0.09% annual growth rate.

In the 2003 study, it was noted that the City of Ashland's historical maximum system peak, 44.6 MW, occurred in December 1990. In the evaluation period from 2004 to 2013, the highest system peak was 43.49 MW, and occurred in December 2013. Per the metered data available for the last 10 years, the electric system's maximum peak was 45.92 MW, which occurred in June 2021. This peak load was divided between the City-owned Mountain Avenue Substation, PacifiCorp's Ashland Substation (AS) and Oak Knoll Substation (OKS). The concurrent demand at each substation during the peak was 14.4 MW (MAS), 14.3 MW (AS), and 17.4 MW (OKS).

Table 3-1, Figure 3-1, and Figure 3-2 demonstrate comparisons between energy, peak demand, and population from 2003 through 2023. The population growth from 2010 to 2022 shows a

slow but steady increasing pattern (~0.7% annually). There was a 0.8% decrease in 2023, however, population growth is expected to continue at a rate of around 0.63% for the next decade according to Portland State University's Population Report.

Based on the curves shown in Figure 3-1, Ashland's annual energy usage from 2003 to 2023 was around 176,000 MWh with an approximate 4,500 MWh (or 3%) standard deviation. The energy consumption has been stable over the last several years. This relatively consistent annual energy use indicates that there is an unlikely potential for a new summer or winter energy consumption peak until an extremely cold or hot weather event is experienced.

Ashland's annual peak demand profile in Figure 3-2 indicates that the correlation between peak demand and population isn't strong in most of the last 20 years. The peak trends appear to be more closely linked to weather than population.

Average energy consumption typically correlates with population. Even though the population growth is expected to slow, with the City's carbon neutrality goal and Climate & Energy Action plans, the City's average energy consumption is likely going to increase due to the gradual change from fossil fuel to electric-powered appliances and electrical vehicle (EV) chargers. Therefore, energy and demand are expected to increase with fluctuations more influenced by weather in the near future (~5 years). More EV chargers are expected to be installed in the City, which will likely affect some of the feeder peak demands. However, the EV increase rate is hard to predict as it depends on many factors such as various levels of incentives from the Federal, State, and City, economic, and supply chain situations. The City should continue monitoring the EV registrations and charger installations in town and should consider an evaluation period of every two to three years due to the rapidly changing EV market.

More discussion about the load forecast can be found in Section 3.4.

Table 3-1: Population Growth, Energy Use, and Peak Demand

Year	Peak (kW)	Energy (kWh)	Population
2003	37,970	171,920,100	20,430
2004	38,330	175,293,480	20,590
2005	38,690	178,064,595	20,880
2006	39,070	180,419,455	20,974
2007	39,430	182,696,625	21,062
2008	39,800	184,296,170	20,782
2009	40,160	177,741,226	20,996
2010	40,530	168,980,735	20,078
2011	40,880	176,722,735	20,255
2012	41,260	179,815,430	20,325
2013	43,490	185,231,385	20,295
2014	38,885	173,668,763	20,340
2015	38,940	174,410,074	20,405
2016	39,940	171,240,240	20,620
2017	38,505	178,273,030	20,700
2018	38,700	173,236,580	20,815
2019	37,605	172,884,771	20,960
2020	38,195	170,324,005	21,105
2021	45,920	175,664,178	21,554
2022	40,670	173,338,189 ^(a)	21,642
2023	42,914	173,389,804 ^(a)	21,457

Notes

a) A fuse blow on the BPA metering station in Mountain Avenue Substation resulted in incorrect metering from June 2022 through September 2023. The values above include the unmetered amount estimated by BPA.

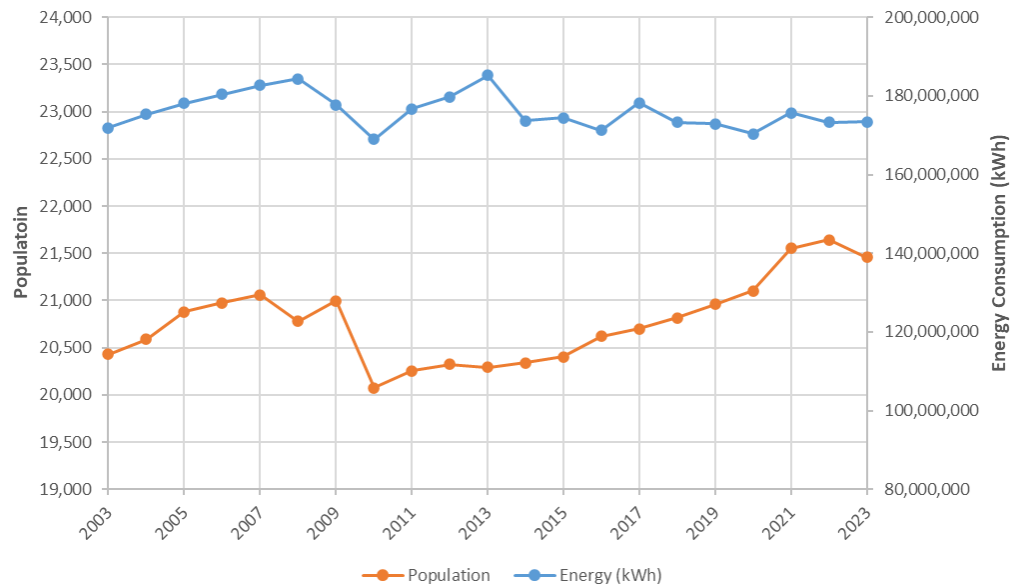


Figure 3-1: System Annual Energy Use vs. Population

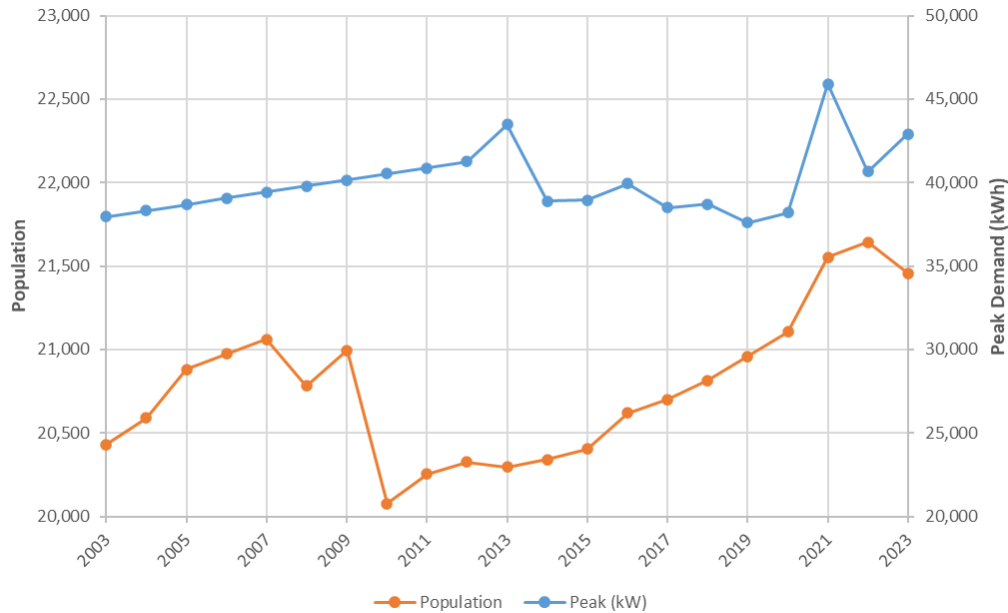


Figure 3-2: System Annual Peak Demand vs. Population

The electric systems' coincidental monthly peak demands and some statistics for the period of 2014-2023 are shown in Table 3-2 and plotted in Figure 3-3 (BPA data for 2013 is not complete). Over the last 10 years, the average peak demand had an overall growing trend with variations possibly due to a combination of changes in weather patterns and business operating profiles. The difference in energy and demand trends may also be due to the increase in PV development in the City's system which has a cumulative effect on energy but a lesser effect on demand due to the time period of demand peak being non-coincident with the PV production peak (specifically, demand peaks are generally in the morning and early evening while PV product peak is in the early afternoon).

Historically, the City's peak demands are more characterized by winter and summer peaks. Specifically, the annual peak demands in the last 10 years occurred in the summer except for 2017, in which its winter peak and summer peak were about the same (38,505 kW vs. 37,890 kW, with only a 615-kW difference). We assumed that summer peaks will continue to be the dominant yearly peak in the future with the possible exception of years with an extreme winter storm condition.

Table 3-2: Monthly Peak Demand (kW)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	36,655	32,720	32,335	38,505	30,400	31,800	32,600	35,210	30,635	22,980
February	33,500	30,815	32,030	32,395	34,595	35,525	34,175	34,060	36,025	35,169
March	29,455	29,585	29,065	31,085	32,120	31,265	29,670	31,400	29,770	32,401
April	25,485	27,265	24,995	25,455	28,130	24,965	23,840	24,345	29,160	31,161
May	25,565	25,315	26,175	30,140	24,520	22,920	31,350	27,790	26,780	27,532
June	27,820	38,940	38,165	36,585	31,290	34,695	34,300	45,920	35,355	34,379
July	38,885	38,900	39,250	37,515	38,700	33,045	38,195	37,930	40,670	37,164
August	33,105	35,065	39,940	37,890	36,850	37,605	37,815	37,420	33,165	42,914
September	28,140	30,480	27,585	31,145	29,035	34,775	36,320	27,730	33,205	27,477
October	23,485	24,070	25,105	25,400	24,020	28,210	26,115	26,730	23,420	26,338
November	31,220	32,155	28,225	30,660	29,705	33,200	32,785	30,515	27,495	31,064
December	35,045	33,130	34,270	32,860	32,040	32,825	33,510	34,010	31,090	30,291
Average	30,697	31,537	31,428	32,470	30,950	31,736	32,556	32,755	31,398	31,572
Sum Avg.	33,270	37,635	39,118	37,330	35,613	35,115	36,770	40,423	36,397	38,152
Winter Avg.	32,860	32,498	35,057	32,618	33,122	33,200	34,260	33,557	29,746	30,773
Max	38,885	38,940	39,940	38,505	38,700	37,605	38,195	45,920	40,670	42,914

Notes:

- Summer average includes consecutive months of June, July, and August.
- Winter average includes consecutive months of December, the following January and February.
- Highlighted cells indicate the peak demand for the associated year.

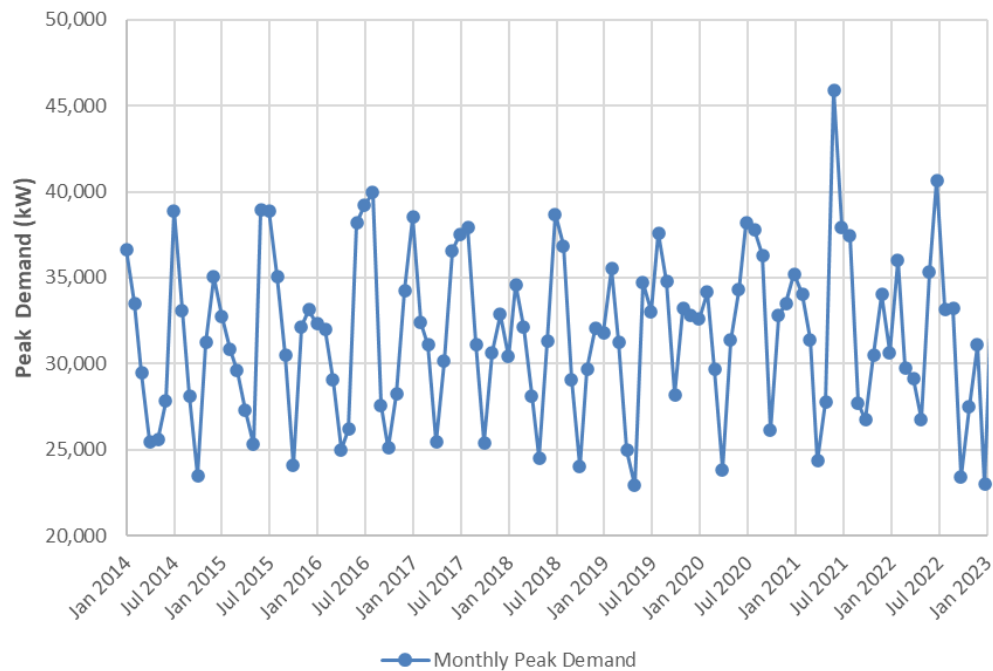


Figure 3-3: System Monthly Peak Demand

PacifiCorp Load

Table 3-3 lists the peak demands for the three transformers in PacifiCorp's Ashland Substation and Oak Knoll Substation as well as the peak demands for the Ashland loads only. PacifiCorp's loads served by these transformers are shown as a percentage and must be considered in the transformer capacity evaluation. The estimated average demand for PacifiCorp's load through Ashland Substation is approximately 4.2 MW with a peak of 5.5 MW in the past 10 years, and the estimated average demand for PacifiCorp's load in Oak Knoll Substation is approximately 6.5 MW with a peak of 9.0 MW.

Table 3-3: PacifiCorp Facility Load Data and Comparison with BPA Data

Year	Ashland Sub Total Peak Demand, PCorp Record ^{(a) (d)}	Oak Knoll Sub Total Peak Demand, PCorp Record ^{(a) (c) (e)}	Ashland Sub, Peak Demand, Ashland Load Only ^(b)	Oak Knoll Sub, Peak Demand, Ashland Load Only ^(b)
2014	15,653	19,346	12,490	13,560
2015	17,383	25,313	14,820	15,890
2016	16,412	20,482	13,200	13,890
2017	17,463	22,528	13,830	14,890
2018	15,902	20,429	12,450	13,350
2019	15,352	19,959	17,805	15,120
2020	16,488	20,976	12,010	14,520
2021	18,602	22,979	20,775	17,260
2022	18,777	22,727	14,470	16,870
2023	17,446	21,898	12,800	14,600

Notes:

- a) Based on data provided by PacifiCorp. This load includes PacifiCorp's feeder loads and Ashland's loads.
- b) Based on BPA's meter data for the City of Ashland.
- c) Summation of the peak demands for the two transformers (non-coincident).
- d) Approximately 30% of the Ashland Substation transformer load is for PacifiCorp's load.
- e) Approximately 33% of the Oak Knoll Substation transformer load is for PacifiCorp's load.

3.3 WEATHER-RELATED CONSIDERATIONS

To examine the effect of weather on system peak demand and energy use, we obtained Oregon Climate Service data from the Ashland weather station for 2013-2023. Analysis of the data for this period yields statistical 1 in 10-year cold and hot weather events of approximately 19° F and 112° F. The all-time records for this region are -20° F and 115° F respectively.

Figure 3-4 shows the heating degree days (HDD) during the winter months vs. the City of Ashland's winter energy consumption for the period of 2014-2023. The average HDD for this period is also included in the graph. Figure 3-5 shows the number of cooling degree days (CDD) and average during the summer months vs. the City of Ashland's summer energy consumption for the same period. HDD and CDD are measurements, based on outside air temperature, that are designed to reflect the demand for energy needed to provide heat or cooling for a building or home for every degree above or below 65° F.

Figure 3-4 shows that Ashland's winter energy consumption has a strong correlation with the number of HDDs in a given year for the last 10 years. The correlation coefficient between energy consumption and HDD is about 0.71 for the period from 2014 to 2023 (Note: A

coefficient of 1 indicates a perfect positive relationship while -1 indicates a perfect negative relationship.). Similarly, the City's summer energy consumption and the number of CDD's in this period show a strong correlation but slightly lower correlation (Figure 3-5), with an overall correlation coefficient of 0.77.

Figure 3-6 shows the monthly mean demand plotted with the monthly mean temperature for 2014-2023. It is important to note that there are two peaks each year, one in summer and one in winter. The overall correlation between them isn't strong, however, if breaking a year into two evaluation periods, the mean demand is negatively correlated with mean temperature in winter months, and positively correlated in summer months. Also, Ashland's summer demands are relatively higher than the City's winter demand, indicating the City's customers may use air conditioning and irrigation during the summer more than they use heating in the winter. This seems to be a trend in many western Oregon regions as CDD's (or high temperatures days) are increasing in frequency and the installed AC capacity is also increasing.

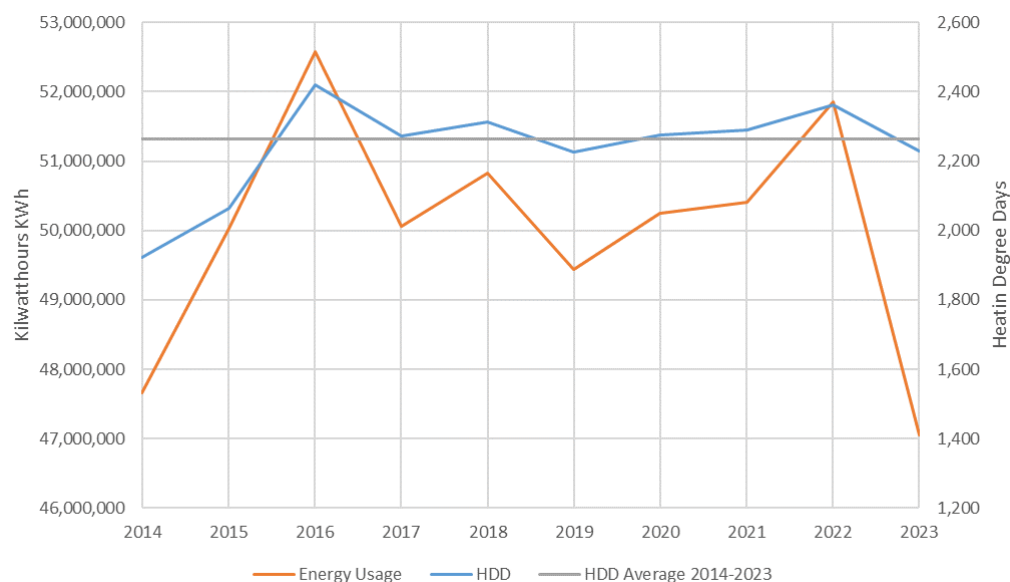


Figure 3-4: Heating Degree Days Recorded by Ashland Weather Station vs. The City's Energy Consumption

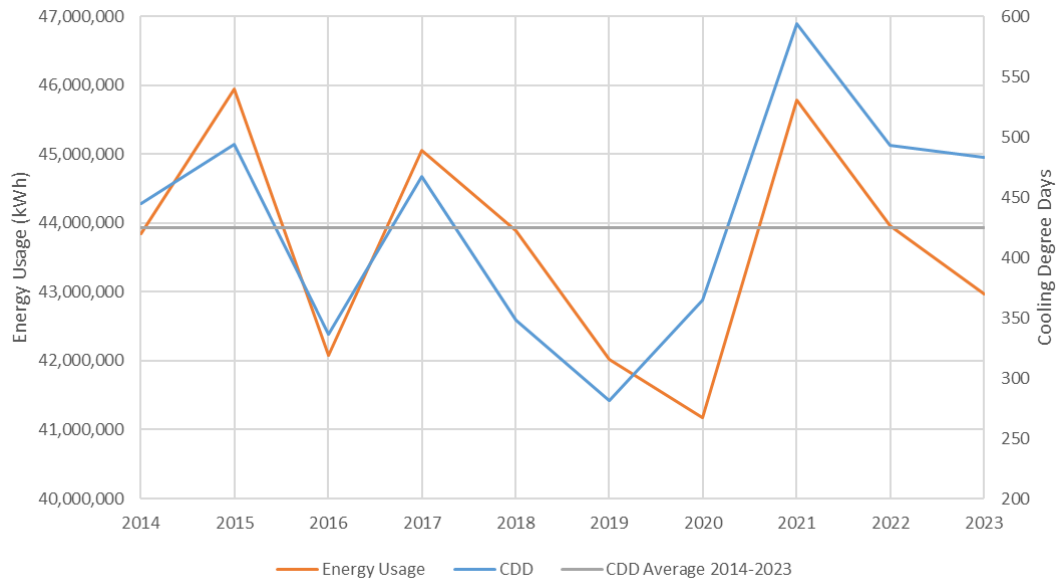


Figure 3-5: Cooling Degree Days Recorded by Ashland Weather Station vs. The City's Energy Consumption

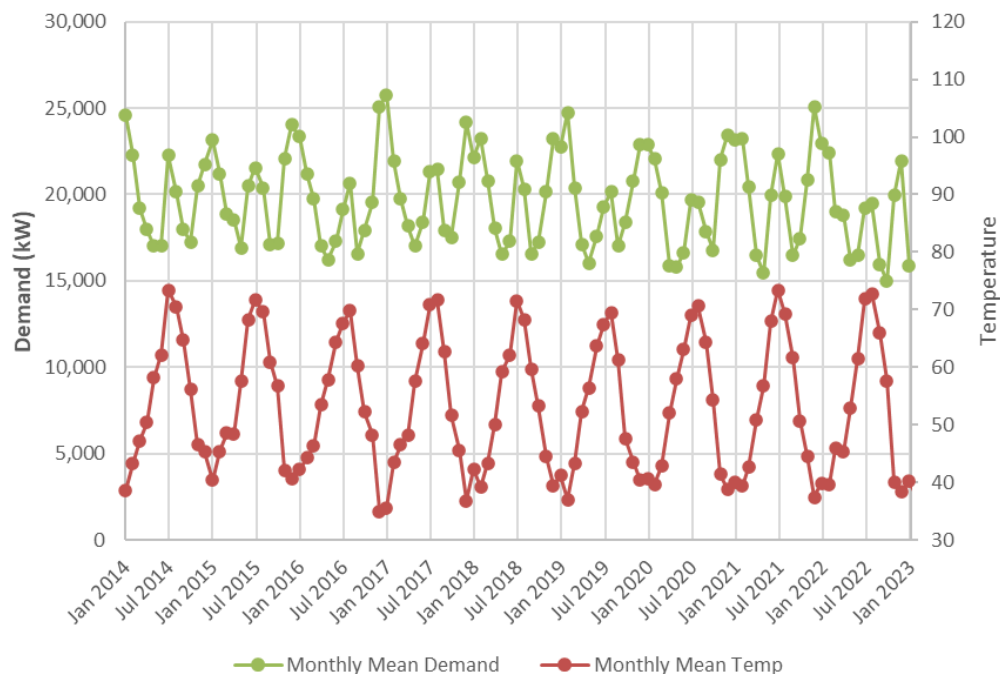


Figure 3-6: Monthly Mean Temperature and Monthly Mean Demand (kW)

Table 3-4 and Table 3-5 show the two highest winter and summer peaks for 2014-2023 with correlated minimum and maximum temperatures for the respective peak days. The June 28, 2021 peak is used as the base case for the 10- and 20-year peak load growth projections. It is assumed, but unknown, that the demand and temperature are coincidental. However, the time of day for each peak is consistent with the expected proximity to the minimum or maximum temperature.

Table 3-4: Highest Winter Peaks and Correlated Minimum Temperatures

Date	Peak (MW)	Temperature (F)
12/9/2013, 9:00:00 AM	43.5	8°
1/16/2014, 9:00:00 AM	36.7	24°
1/6/2017, 9:00:00 AM	38.5	9°

Table 3-5: Highest Summer Peaks and Correlated Maximum Temperatures

Date	Peak (MW)	Temperature (F)
6/28/2021, 5:00:00 PM	45.9	112°
7/29/2022, 5:00:00 PM	40.7 ^(a)	113°
8/14/2023, 6:00:00 PM	42.9 ^(a)	110°

Notes:

- a) A fuse blow on the BPA metering station in Mountain Avenue Substation resulted in incorrect metering from June 2022 through September 2023.

3.4 GROWTH FORECASTS

Since the City must be able to serve all customers reliably under peak load, system planning, and design requirements should incorporate the Peak Demand Forecast.

The BPA annual peak forecast for the Ashland area is presented in Table 3-6 alongside the Peak Demand Forecast estimated in this study.

The BPA forecast is based on a growth rate of 0% for the next ten years. This growth rate may be reasonable, but it must be noted that the BPA forecast typically uses a 1 in 2-year weather event as its planning criteria. By design, this BPA method results in peak demand estimates that do not account for the possibility of extreme cold or hot weather events. The City's actual system peak each of the past 10 years was higher than the BPA forecast peak for each of the next 10 years.

PacifiCorp also provided a growth forecast for its Ashland Substation and Oak Knoll Substation for the 2024-2033 period which assumes an average annual growth rate of approximately 1.0% for Ashland Substation and 0.5% for Oak Knoll Substation. According to PacifiCorp staff, this forecast is based on historical data and calculated annual growth rate using linear regression.

The City of Ashland has implemented a series of Climate & Energy Action plans to reach the carbon neutrality goal, including fuel switching, more clean energy, EVs, energy-efficient equipment/appliances, etc. Some of these initiatives are likely to reduce the peak demand and energy usage, while some will contribute to an increase. We recommend that the City base its system planning on a minimum of at least a 1 in 10-year weather criteria and assume a consistent correction between energy/demand and population. The City's Peak Demand Forecast in Table 3-6 is based on this criterion and an annual growth rate of 0.72%. This growth rate is slightly higher than the projected growth rate in Portland State's 2023 Population Forecast (0.6% average annual growth rate). This rate is reasonable for long-term forecasting purposes based on the City's energy, peak demand, and population profile in the last 10 years.

Figure 3-7 shows the yearly peak demand during the past 10 years along with growth forecasts and available transformation capacity. PacifiCorp's coincident peak data was estimated based on the data provided. Total transformation capacity is shown under various transformer cooling

conditions. Transformation capacity margin of the system decreases slowly from the present to 2033 due to load growth at the forecast rate. The City's overall available transformation capacity exceeds the current and projected peak demands with a margin of about 42% capacity over the worst-case projected peak. This available margin is only available if all three substations are fully in service.

If either Ashland Substation or Mountain Avenue Substation is offline, about 24% of the overall capacity would be unavailable. The rest of the transformer capacity appears to be sufficient to support the historical and forecast peak demand with proper switching and load transfer. However, if Oak Knoll Substation is offline or any two transformers are out of service, the City's margin is greatly reduced, particularly when considering the 65° C rating of the transformers.

The individual substation peak load and forecast load profiles are illustrated in Figure 3-8, Figure 3-9, and Figure 3-10 for Ashland Substation, Mountain Avenue Substation and Oak Knoll Substation respectively.

For Ashland Substation, the combined peak loads (Ashland's and PacifiCorp's) are mostly above the transformer's Forced Air Level 1 rating (Figure 3-8). However, both PacifiCorp's forecast and this planning study's forecast for the next 10 years show the combined load could exceed the existing transformer Forced Air Level 2 rating. Even though the 65° C MVA rating provides an additional 12% capacity, we recommend the City initiate a dialogue with PacifiCorp proactively about replacing the existing transformer with a larger unit. Or consider building a new City-owned substation on the City-owned property next to the existing site. The latter option is preferred as the existing equipment at PacifiCorp's substation was built in 1960's and the new substation would provide the City with improved reliability and flexibility.

The existing transformer at Mountain Avenue Substation appears to be sufficient for the historical and forecast peak demands for the next 10 years (Figure 3-9). Similarly, the combined transformer ratings at Oak Knoll Substations are sufficient for the forecast peak demands (including both Ashland's and PacifiCorp's loads). Individual transformer capacity was not evaluated due to limited data, however, we do not expect it will be a problem.

Table 3-6: BPA and Estimated Load Forecasts

Year	BPA Forecast, Ashland Sub	BPA Forecast, Mountain Ave Sub	BPA Forecast, Oak Knoll Sub	BPA Forecast, Overall (Non-Coincident / Coincident) ^c	Estimated Load Forecast
2021	N/A	N/A	N/A	N/A	45,920
2024	12,800	12,100	14,600	39,500 / 37,700	46,251
2025	12,800	12,100	14,600	39,500 / 37,700	46,584
2026	12,800	12,100	14,600	39,500 / 37,700	46,919
2027	12,800	12,100	14,600	39,500 / 37,700	47,257
2028	12,800	12,100	14,600	39,500 / 37,700	47,597
2029	12,800	12,100	14,600	39,500 / 37,700	47,940
2030	12,800	12,100	14,600	39,500 / 37,700	48,285
2031	12,800	12,100	14,600	39,500 / 37,700	48,633
2032	12,800	12,100	14,600	39,500 / 37,700	48,983
2033	12,800	12,100	14,600	39,500 / 37,700	49,335
2034	N/A	N/A	N/A	N/A	49,691
2035	N/A	N/A	N/A	N/A	50,048
2036	N/A	N/A	N/A	N/A	50,409
2037	N/A	N/A	N/A	N/A	50,772
2038	N/A	N/A	N/A	N/A	51,137
2039	N/A	N/A	N/A	N/A	51,505
2040	N/A	N/A	N/A	N/A	51,876
2041	N/A	N/A	N/A	N/A	52,250
2042	N/A	N/A	N/A	N/A	52,626
2043	N/A	N/A	N/A	N/A	53,005

Notes:

- a) The study was performed in 2023. The historical peak in the past 10 years was used as the base case for the forecast.
- b) BPA forecast is for 10 years and only goes to 2033.
- c) Non-coincident peak is the direct summation of peak demands for the three substations.

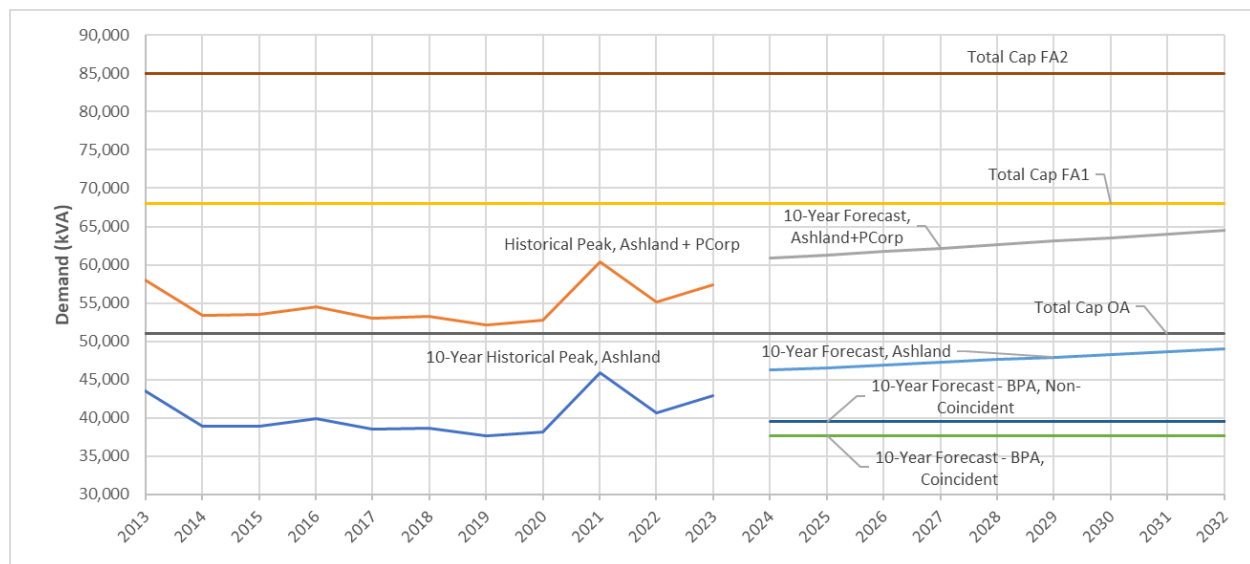


Figure 3-7: Projected Growth of Potential Peak Demand vs. Transformation Capacities (MVA ratings at 55° C are used.)

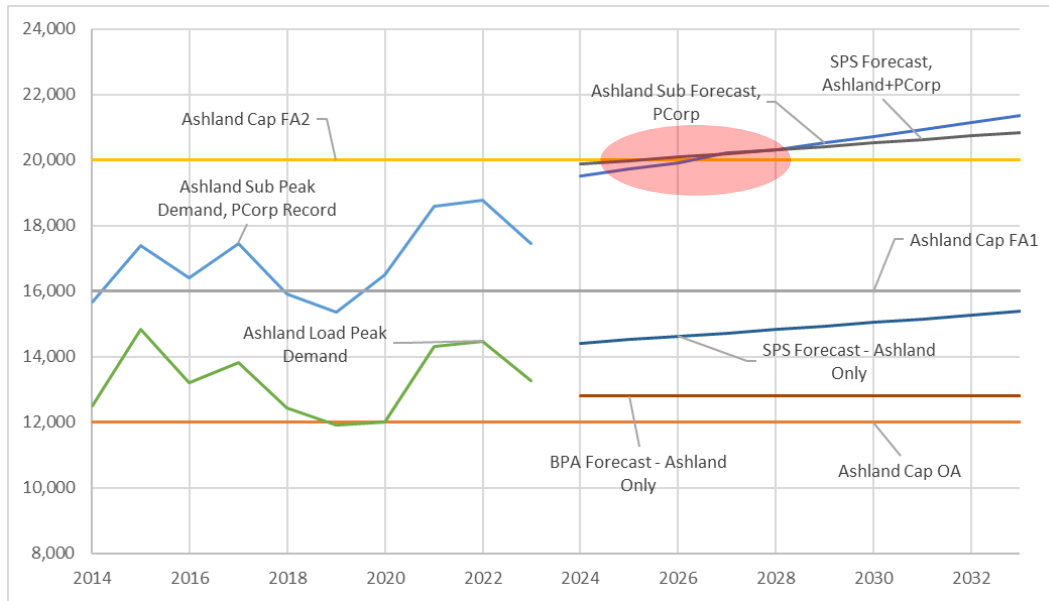


Figure 3-8: Projected Growth of Potential Peak Demand vs. Transformation Capacities, Ashland Substation (MVA ratings at 55°C are used.)

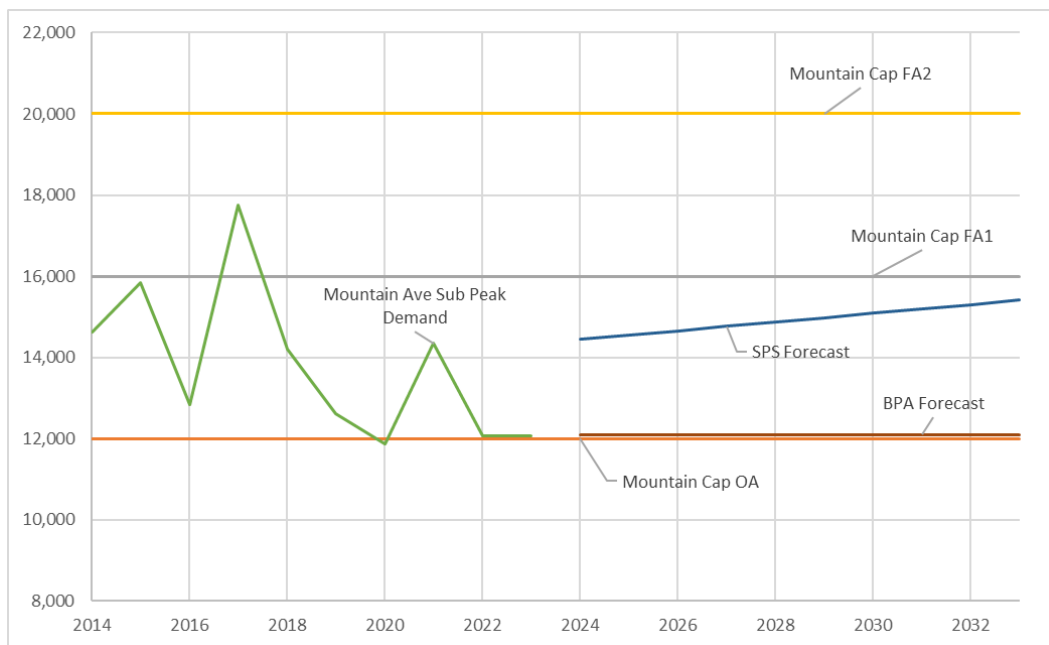


Figure 3-9: Projected Growth of Potential Peak Demand vs. Transformation Capacities, Mountain Avenue Substation (MVA ratings at 55° C are used.) [Note: The peak demands in 2015 and 2017 are way higher than the typical peak demands seen at this substation. These two peaks were likely from abnormal system conditions or switching configurations and are not used for the forecast base.]

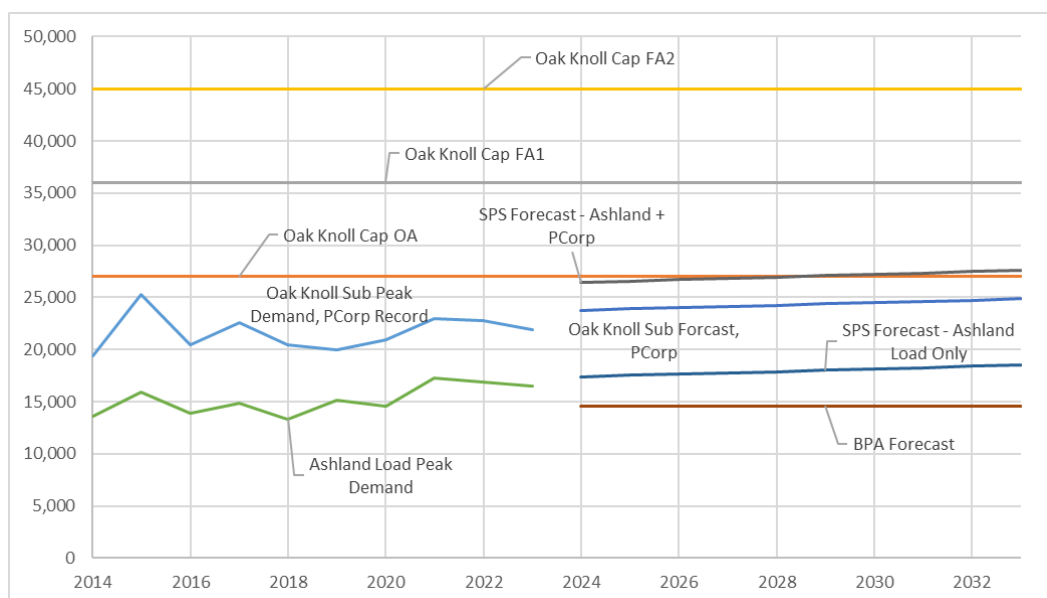


Figure 3-10: Projected Growth of Potential Peak Demand vs. Transformation Capacities, Oak Knoll Substation (MVA ratings at 55° C are used.)

3.5 CONCLUSIONS

The recommended improvements and improvement schedule used in this study are based on the system peak demand calculations summarized in Table 3-7. These demands were determined using a conservative system peak growth rate of 0.72% similar to, but slightly greater than the population trending information from Portland State University's report, Coordinated Population Forecast in conjunction with the recent 2021,10-year system peak of 45.92 MW as a base value.

The schedule of improvements should be evaluated annually and modified as needed to correspond with actual growth and peak demand as the load develops. As the system currently stands, there is sufficient total transformation capacity to handle 10-year and 20-year peak demand events during normal operating conditions. However, the transformer capacity at Ashland Substation may not be sufficient for the forecasted future growth, and adjustments and upgrades should be considered at this facility.

Table 3-7: Study Load Forecast Summary

	Base Case: 2021 Peak	10-Year Forecast	20-Year Forecast
System Load	45.92 MW	49.34 MW	53.0 MW

Notes:

- a) This forecast is the system coincident peak.

Chapter 4 SYSTEM PLANNING CRITERIA

4.1 GENERAL

As part of the planning study, specific guidelines and planning criteria were developed and tailored to the City of Ashland's electric system and service objectives. Many of the criteria discussed below were established in the previous electric system planning study and are based on factors that affect system operations and maintenance, these include:

- Providing dependable and economical electric service to ratepayers while giving strong attention to public and personal safety.
- The planning, construction, and operating practices of comparable electric utilities.
- The risk taken by following less stringent planning practices.
- The development of transmission and substation criteria so that in the future the City may take ownership, operate, and maintain such facilities.

4.2 SYSTEM LOADING

The City of Ashland experienced steady growth from the mid-1990s through approximately 2008 when both population and energy consumption increased, as seen in Table 3-1. Local and regional planning entities project the population of the City of Ashland to increase throughout the planning period at an average annual rate of less than 1%. A discussion of population and load growth is presented in Chapter 3 and specific areas of growth are presented in Chapter 7.

Prudent utility practices require that system improvements be implemented prior to load growth to allow the utility to meet customer service demand. On the other hand, existing facilities should be utilized to the maximum practical extent to avoid costly premature construction of new facilities. Therefore, the recommended improvements in this report should be made as needed based on the best available growth data. The time frame of improvement implementation should be adjusted if the actual load growth varies significantly from the load forecasts but with sufficient time allowed for necessary engineering, permitting, material procurement and construction.

4.3 SYSTEM RELIABILITY

A primary consideration in system planning is reliability. As of the last study, the City adopted a “single-contingency reliability criterion” and this reliability criterion approach should be continued. Single-contingency reliability is achieved when an outage of any single major component of the electrical system (transmission or distribution line, substation transformer, protective device, cable segment, switching component, etc.) results in only minor service interruption to as few customers as possible.

To meet these objectives, and assure acceptable service continuity to the extent practical, the following criteria are recommended for use in planning and operating the electric system:

- Substations should have at least one alternate transmission line source (looped).
- Transmission line sections should be capable of being removed from service for

maintenance without causing customer service interruptions.

- Single substation transformer outages should not cause prolonged customer service interruptions. This requires the ability to transfer all feeders to an alternate source under all potential loading conditions.
- The electric utility should have documented distribution circuit switching schemes ready at all times. These schemes should allow for the transfer of load in case of the loss of any individual feeder or substation.
- The electric utility should have a documented emergency load curtailment plan that identifies probable load-shedding schemes, critical loads, and establishes load restoration plans.
- Arrangements for substation emergency backup during failure or planned maintenance through use of mobile transformers should be negotiated.
- Distribution feeders should be designed to be loaded to a maximum of approximately 7.5 MW (~340 A) during normal operation and temporary loading up to 11 MW (~490 A) during planned maintenance or emergency system outages with load transfers.
- Each distribution feeder should be capable of being supplied by one or more alternate distribution sources through group-operated, load-break switching devices installed at appropriate system locations. This will allow circuit breakers or reclosers and other feeder components to be taken out of service while maintenance is performed without causing lengthy customer service interruptions.
- When feeder circuits are connected to two separate substation transformers (parallel operation or hot transfer), load sharing between the two transformers will generally not be equal due to variations in the transformer impedance and line characteristic impedances. When opening feeder tie switches, considerable current and voltage can exist across the switch. We recommend, to the extent possible, all tie switching involving connection and disconnection of two energized transformers be done via three-pole group-operated switches, preferably with load-break capability.
- During situations when the electric utility has substations served by different transmission systems, parallel operation or hot transfer of feeders from the two substations served under this configuration should be avoided to prevent a condition of extreme fault current available at the tie point of the two sources. If the utility determines it is necessary to parallel operation from two transmission systems, it should first be confirmed that the two transmission systems are synchronized and the transmission operator should be notified.
- The coordination of protective devices should be reviewed and updated as needed to ensure proper protection of system components and to minimize the impact of faults and disturbances on adjacent portions of the system.
- Specific inspection and maintenance procedures with reporting documentation should be developed and adopted to ensure that all facilities are maintained in proper condition and that all safety and reliability criteria are met.
- Transmission line sections should be capable of being removed from service for maintenance without causing customer service interruptions.
- Single substation transformer outages should not cause prolonged customer service interruptions.
- The City should continue the practice of updating distribution circuit sectionalizing

schemes. These schemes should allow for the transfer of load in case of the loss of any individual feeder or substation.

4.4 SYSTEM DESIGN

The design of new facilities should be based on the following criteria:

- The City should continue using the standard distribution conductor sizes as selected in the previous study and recent electric development construction projects. The conductor selections and characteristics are shown in Table 4-1 through Table 4-6 below. The ampacities listed in these tables show that the distribution backbone conductors are capable of supporting greater loading than the design criteria, allowing for some reserve capacity.
- Where practical each backbone feeder circuit should be interconnected with two adjacent backbone circuits to accommodate load transfer.
- The design criteria philosophy is to allow any feeder to carry approximately two-thirds (2/3) of an adjacent feeder's load in case of the loss of the adjacent feeder.
- The application of standard distribution conductor sizes should be continued and follow the outline shown below:

Table 4-1: Overhead Conductors

Voltage	Conductor	Circuit Application
12.47/7.2-kV	556.5-kcmil AAC	Distribution Main Backbones
12.47/7.2-kV	336.4-kcmil AAC and #4/0-AAC	Distribution Large Taps
12.47/7.2-kV	#1/0 AAC and #2 AAC	Distribution Small Taps

Table 4-2: Underground Conductors

Voltage	Conductor	Circuit Application
12.47/7.2-kV	750-kcmil AL	Distribution Main Backbone
12.47/7.2-kV	500-kcmil AL and #4/0-AL	Distribution Large Taps
12.47/7.2-kV	#1/0-AL and #2-AL	Distribution Small Taps

- The maximum ampacity rating and relative MW capacity for winter and summer loading for typical overhead and underground conductors and the City's standard conductor sizes are shown in Tables 4-3 through 4-6 below:

Table 4-3: Capacity of Overhead Conductors

Conductor			Winter ^(b)		Summer ^(b)	
Copper	ACSR	AAC	Ampacity	MW ^(c)	Ampacity	MW ^(c)
#6			165	3.46	115	2.41
#4			225	4.71	155	3.25
	#4		170	3.56	118	2.47
		#4	164	3.44	113	2.37
#2			290	6.08	200	4.19
	#2		225	4.71	155	3.25
		#2	220	4.61	152	3.18
	#1/0		295	6.18	204	4.27
		#1/0	297	6.22	205	4.29
	#2/0		348	7.29	240	5.03
		#2/0	345	7.23	238	4.99
	#4/0		450	9.43	310	6.49
		#4/0	465	9.74	320	6.70
	336.4		670	14.04	464	9.72
		336.4	628	13.16	435	9.11
	397		746	15.63	517	10.83
	556.5		925	19.38	642	13.45
		556.5	868	18.18	602	12.61
	795		1174	24.60	815	17.07

Notes:

- a) Based on 75 Celsius (degrees) conductor temperature, 0 Celsius (degrees) Winter Ambient, 40 Celsius (degrees) Summer Ambient.
b) Electric Transmission and Distributions Reference Book, Westinghouse Electric Corporation, Pg. 48, Figures 25 and 26.
c) All MW ratings assume a three-phase system with 97% power factor.

Table 4-4: Underground Cable Capacity 7.2 kV, EPR 133%, **Full Concentric** ^(a)

Conductor	In Duct Bank ^(b)	
	One Circuit (Amps)	MW ^(c) (1-Phase)
#2 AL	135	0.94
#1/0 AL	175	1.22
#2/0 AL	205	1.43
#4/0 AL	260	1.82

Notes:

- a) Based on Okonite URO-J literature for **ONE single-phase circuit**, one conductor in one conduit, with 105 deg C, 220 mil, 133% EPR insulation level with full concentric neutral.
b) 105 C conductor temperature, RHO = 90, 20 Celsius (degrees) ambient earth temperature, 100% load factor (applicable both summer and winter loading).
c) All MW ratings assume a single-phase system with 97% power factor.

Table 4-5: Underground Cable Capacity 15 kV, EPR 133%, **1/3 Concentric** ^(a)

Conductor	In Duct Bank ^(b)	
	One Circuit (Amps)	MW ^(c) (3-Phase)
#1/0 AL	170	3.56
#4/0 AL	255	5.34
500 kcmil AL	405	8.48
750 kcmil AL	505	10.58

Notes:

- a) Based on AIEE-ICEA Power Cable Ampacity Ratings, Volume I and II and Okonite URO-J literature for **ONE three-phase circuit**, three conductors in one conduit, with 105 deg C, 220 mil, 133% EPR insulation level with 1/3 concentric neutral. Derating is required for multiple circuits in a single duct bank.

- b) 105 C conductor temperature, RHO = 90, 20 Celsius (degrees) ambient earth temperature, 100% load factor (applicable both summer and winter loading).
- c) All MW ratings assume a three-phase system with 97% power factor.

Table 4-6: Underground Cable Capacity – TWO Circuit Duct Bank ^(a)

Conductor	In Duct Bank ^(b)	
	Two Circuit (Amps)	MW ^(c) (3-Phase)
#4/0 AL	222	4.65
500 kcmil AL	357	7.48
750 kcmil AL	438	9.18

Notes:

- a) Based on AIEEE-ICEA Power Cable Ampacity Ratings, Volume I and II and Okonite URO-J literature for TWO three-phase circuits, three conductors in each conduit, with 105 deg C, 220 mil, 133% EPR insulation level with 1/3 concentric neutral.



- b) 105 C conductor temperature, RHO = 90, 20 Celsius (degrees) ambient earth temperature, 100% load factor (applicable both summer and winter loading).
- c) All MW ratings assume a three-phase system with 97% power factor.

Other recommendations include:

- Phase load imbalance on distribution feeders should be minimized to avoid overloading individual phases and reduce the need to oversize feeder backbone and tap conductors. If the imbalance on any feeder exceeds 15% during high load conditions, loads should be shifted between phases to reduce imbalance to 10% or below. This practice will help minimize neutral current and reduce neutral-to-ground potential.
- Substation main regulated bus voltage should be maintained in a range of 122-volt to 126-volt on a 120-volt base. Acceptable voltage standards and ranges are presented in Table 6-9 appearing in Chapter 6, Distribution System Evaluation.
- Voltage regulator settings should include first-house protection limiting the voltage to 126-volt maximum, and line drop compensation settings established to take into account line characteristic parameters.
- During high load conditions, the capacity of voltage regulators can be increased by programming the regulator controller to limit the maximum voltage adjustment range from the normal +/-10% to a lesser range. This allows the regulator to carry greater load (current), known as the so-called “load bonus” capability of most regulator controls. The capabilities for “load bonus” operation are dependent on the specific regulators and associated regulator controllers.
- Future substations should standardize on 15/20/25-MVA or 20/26/33-MVA, 115-12.47/7.2-kV, power transformer ratings, serving four to six feeder bay capacity. Substation improvement planning should begin when peak loading reaches the existing substation facilities’ self-cooled (OA) transformer ratings, and if continued growth is expected to occur.
- The implementation of self-healing load-transfer smart switches at key locations within the distribution system could be considered as a long-term goal to increase system reliability and uninterrupted service.

- The Electric Department should continue the practice of updating information in its distribution mapping system so it can be readily available for line assessment, system troubleshooting, future planning studies, as well as component inventory database.

4.5 CAPACITOR BANKS

The installation of capacitor banks should be considered to maintain power factors between 97 to 99 percent lagging at peak load and on feeders that experience low end of line voltage. Improving peak power factor will reduce demand charges and improve system efficiency.

- For large commercial or industrial customers, the preferred location of capacitor banks is the customer's site.
- A General Rule of Thumb for locating connected (fixed) capacitor banks on residential feeders is to locate the capacitor bank at a distance of about 1/2 to 2/3 of the total line length from the substation.
- If needed or desired, computer modeling simulation can provide optimal capacitor location placement and necessary settings.
- Total installed fixed capacitor bank installations should be limited to avoid an excessive leading power factor during low load conditions.
- Feeders with large, variable reactive power demands are often most effectively served with a combination of fixed and automatically switched capacitor banks. Fixed capacitor banks should be sized to the maximum that does not result in excessive leading power factor under low load and switched capacitor banks should be sized to make up the difference between fixed and the required kVAR under peak conditions at the target minimum power factor (typically 0.97).
- When installing or replacing capacitors the following guidelines should be observed:
 - Larger capacitor banks are typically more economical per kVAR than smaller banks, and it is generally best to avoid the use of capacitor banks less than 300 kVAR whenever possible.
 - Care should be exercised in sizing and locating switched capacitors so that the maximum primary voltage flicker does not exceed 3 volts (120-volt base) during normal capacitor switching.
 - Capacitors should not be installed on the load side of single-phase sectionalizing devices, as distorted or resonant voltage conditions may result from single-phasing.
 - Fixed capacitor banks should be manually switched seasonally as necessary to avoid excessive leading power factors during lowest demand periods.

Chapter 5 TRANSMISSION & SUBSTATION PLANNING

5.1 TRANSMISSION SYSTEM

5.1.1 Existing System

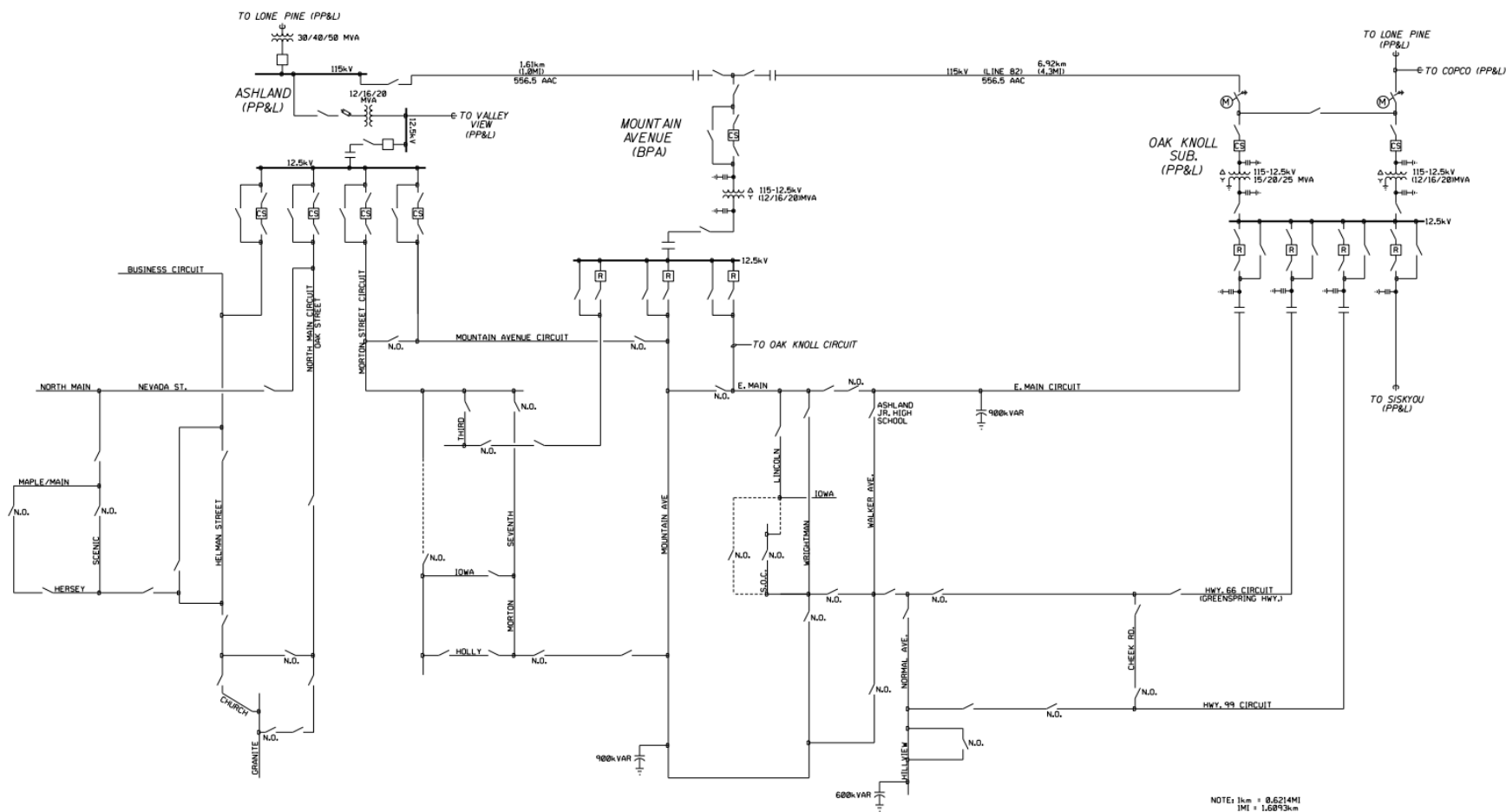
The City of Ashland's distribution service area is located within PacifiCorp's Medford service territory with power delivered to the City over the PacifiCorp transmission system, and a short 0.8-mile BPA-owned transmission line tap into the Mountain Avenue Substation. A simplified one-line diagram of substations and other descriptive diagrams of PacifiCorp's system related to the service to Ashland's electric facilities appear in Figure 5-1. Relevant drawings or references are provided in Appendix B.

Since the last study in 2013, PacifiCorp has completed the following upgrades to the Medford region transmission facilities (refer to Appendix B1 and B4 in Appendix B for a transmission map of the region)

- Added 115 kV circuit breaker at Oak Knoll Substation on 115 kV transmission supply from Line 19 via Oak Knoll Tap in 2014.
- Replaced ABB relays with SEL-751 on Oak Knoll 5R55, 5R56, 5R70, 5R93 and 5R94 in 2014.
- Replaced Lone Pine 115 kV circuit breaker 2R1 on 115 kV transmission supply to Line 19 in 2020.
- Replaced Oak Knoll 12.5 kV circuit breakers 5R55 and 5R56, added HIFD to SEL-751, and added RTAC in 2022.
- Installed new recloser on Oak Knoll 5R56 at Facility Point 01439001.0233601, July 2023.

Since mid-2013, the normal transmission supply to the City of Ashland has been 115 kV from Lone Pine Substation via Baldy Switching Station. The 115 kV loops through Ashland from Oak Knoll Substation to Mountain Avenue Substation and then to Ashland Substation. The Ashland Substation 115 kV loop connects back to Lone Pine via a 115 kV to 69 kV transformer at Belknap and a 69 kV line back to Lone Pine. If a transmission element along this path fails, automated switching procedures will be implemented by PacifiCorp grid operations remotely to isolate the affected line section and reconfigure the system to provide an alternate transmission path to Ashland, Mountain Avenue, and Oak Knoll substations. The Copco 2 Substation provides an alternate source via the Oak Knoll Tap.

Listed in Table 5-1 are PacifiCorp's normal and alternate transmission source circuits with summer and winter rated capacity based on the limiting conductor size, type, and loading criteria. According to PacifiCorp, the Sage Road Backup Source may have limited capability to supply Ashland-Oak Knoll at summer peak due to other system loads. All other sources have sufficient capacity to serve current and future peak winter and summer loads into the long-term future.



CITY OF ASHLAND

Figure 5-1: One Line Diagram – Transmission and Distribution System for Ashland
(Note: Mountain Avenue Substation has been owned by the City of Ashland since 2023.)

Table 5-1: Transmission Source Continuous Ratings

Source Name	Description	Summer Rating (MVA)	Winter Rating (MVA)
Normal Source to Ashland Substation	Line 19 South → Baldy Switching → Line 74 → Voorhies Crossing → Line 3 → Talent Substation → Ashland Substation	116	?
Normal Source to Oak Knoll Substation	Line 19 South → Baldy Switching → Line 19 → Line 82 → Oak Knoll Substation	97	?
Copco2 Backup Source	Copco2 → Baldy Switching → Ashland transmission loop	110	?
Sage Road Backup Source	Sage Road → Jacksonville → Griffin Creek → Voorhies Crossing → Ashland transmission loop	101	?

5.1.2 PacifiCorp and BPA Future Plan

BPA has no major modifications currently planned that would involve the transmission system serving the Ashland area. PacifiCorp planned improvements include:

- Replace 115 kV transmission switches 2R104 and 2R105 at Oak Knoll Tap with upgraded switching capability in 2023-2024.
- Replace line protective fuses on Oak Knoll 5R56 and Ashland 5R241 distribution feeders as part of wildfire mitigation upgrades. Project is planned to be completed in two phases with work beginning in 2023.
- Meridian Remedial Action Scheme (RAS) Expansion in 2024. Addition of 115 kV transmission circuit supplying several substations including Ashland, Mountain Avenue and Oak Knoll to be armed for load shedding in an event that two 500 kV transmission sources into the Medford region are lost during heavy load conditions.
- Replace relays on Ashland Substation 5R241 with SEL-751 w/HIFD in 2025.
- Replace Lone Pine – Whetstone 230 kV line in 2025.
- Expansion of Copco No. 2 Substation 115 kV yard to a breaker-and-a-half configuration in 2025-2026 (provides alternate transmission supply to Oak Knoll, Mountain Avenue and Ashland substations).
- Lone Pine – Sage Road 115 kV Line #2 (includes conversion of 69 kV Line 49-1 to 115 kV and new line extension) in 2026.
- Rebuild and conversion of Lone Pine to Belknap 69 kV transmission line to 115 kV (long-range project proposed for 2032).

5.1.3 Discussion

With the facility improvements made over the last 10 years, all normal transmission sources are now capable of serving the entire Ashland regional load (48.98 MW in 2032) into the long-term future. The present looped configuration and available backup transmission paths provide the City of Ashland with additional service integrity.

Reliability criteria established for most major utilities dictates that any transmission lines supplying 50 MW or more, and serving two or more substations, should be provided with an adequate alternate looped source if such capability can be provided at a reasonable cost. The Copco2 and Sage Road backup sources transmission system satisfies this reliability criterion for the foreseen future.

The transmission configuration for this area has not changed. As discussed in the previous study, a permanent fault on the 5.4-mile 115 kV Line 82 between the Ashland 115 kV breaker (2R266) and the Oak Knoll 115 kV breaker (2R262) would interrupt supply to the entire City of Ashland for some period of time. Restoration of power would be the responsibility of PacifiCorp. If this does happen, PacifiCorp has stated that they will first remotely open the isolation switches at Oak Knoll and Ashland Substations and remotely close the 115 kV breakers to restore power to Ashland and Oak Knoll. Local PacifiCorp crews would then need to be dispatched to find the faulted segment and isolate it via manually operated line switches before restoring power to Mountain Avenue Substation. If possible, all customers would be restored before line crews would begin repair work on the faulted line segment.

To reduce the impact of a 115 kV fault to the City, it would be necessary for PacifiCorp to install additional 115 kV circuit breakers and protective relaying to help automatically restrict the outage to a smaller portion of their transmission system. Alternatively, more remotely operated isolation switches could be installed. However, the present level of sectionalizing provided by PacifiCorp is typical for the number of substations and total number of customers involved. Improvements to the 115 kV system sectionalizing capability should be a point of future discussions between the City and PacifiCorp.

The weak link in the transmission system is the 0.81-mile 115 kV radial BPA segment tapped from Line 82 that serves Mountain Avenue Substation. An outage on this line would de-energize and take out Mountain Avenue Substation until repairs are completed. This line is owned by BPA. As discussed above, an outage along Line 82 between Oak Knoll and Ashland Substations would require manual switching to restore service to Mountain Avenue. Although it would be desirable to have this tap looped and the switching automated, it is unlikely either will happen and this situation is not unusual given the short length of this tap.

PacifiCorp has provided a summary of transmission outages affecting service to the City of Ashland. Since 2013, there have been 30 outages of greater than 15 minutes with an average outage time of approximately 140 minutes and a most common outage duration of 30 minutes. BPA also provided an incomplete outage report for Mountain Avenue Substation which listed four unique events in addition to some of the transmission outages provided by PacifiCorp. There was a total of 3 BPA Planned Outages during this period with durations lasting anywhere from 409 minutes to 2 days. It should be noted that planned outages have loads transferred beforehand to ensure continuity of service to BPA customers. Detailed outage lists can be found in Chapter 6.

5.2 SUBSTATION SYSTEMS

5.2.1 Existing Systems

Three substations provide distribution services to the City of Ashland. PacifiCorp owns both the Ashland and Oak Knoll Substations providing service to the City of Ashland 12.47 kV distribution rack facility (POD) and four distribution feeders within the PacifiCorp Ashland Substation, and to the three 12.47 kV distribution points-of-delivery (POD) outside the PacifiCorp Oak Knoll Substation. The City has owned the Mountain Avenue Substation since 2023 providing service to the City of Ashland distribution feeders. The POD is at 115 kV while the BPA's meters are situated on the 12.47 kV bus.

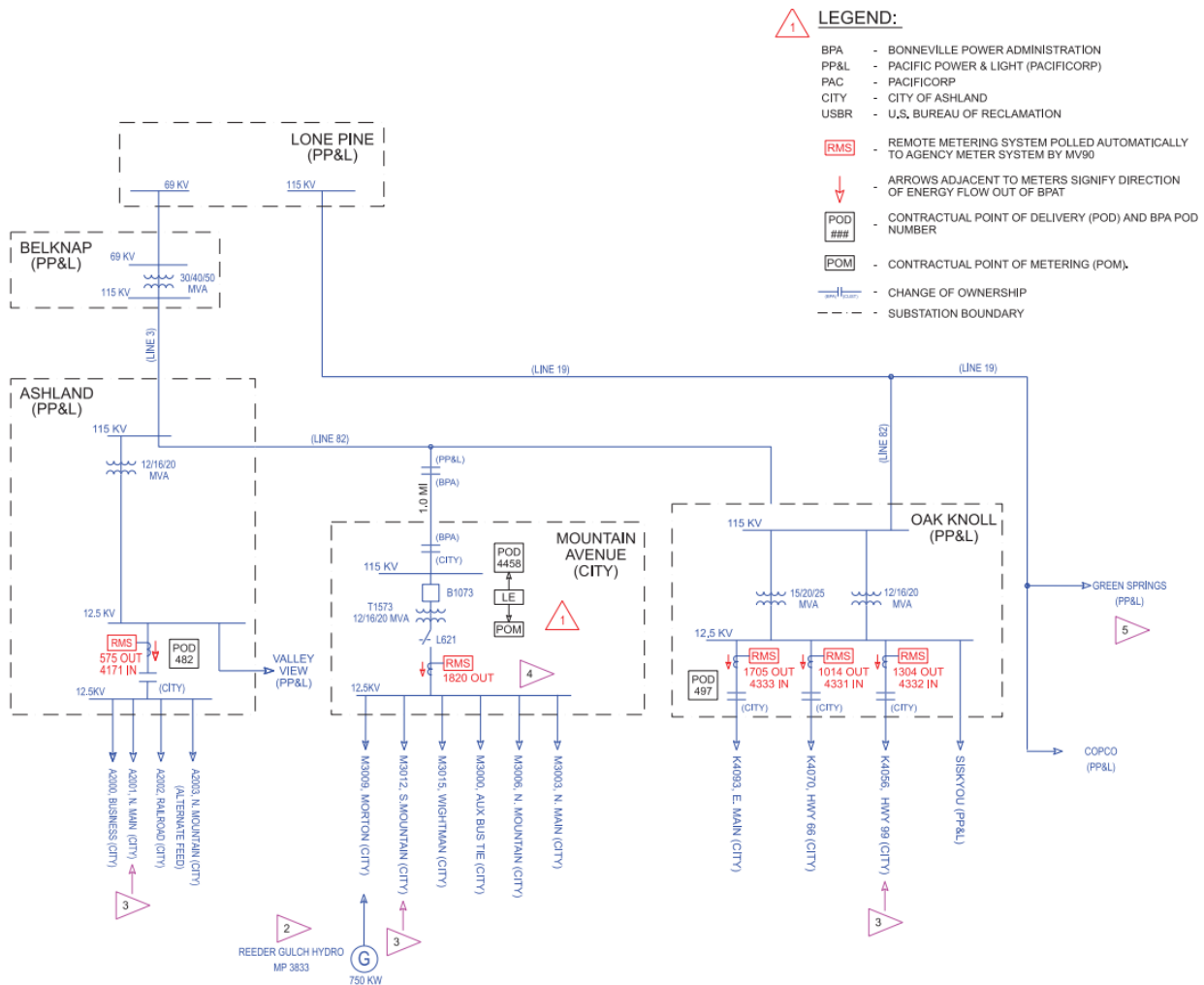


Figure 5-2: BPA Metering Diagram (V2023)

Since the previous study, the City has:

- Extended the distribution rack at Mountain Avenue Substation to add more feeder positions;
- Upgraded the recloser protective devices at Ashland Substation and installed the controllers in a City-owned control building;
- Installed City-owned pole mounted protective recloser controllers outside the PacifiCorp Oak Knoll Substation;
- Installed a Supervisory Control and Data Acquisition (SCADA) system that now includes all City-owned feeder circuit controllers at the Mountain Avenue, Ashland, and Oak Knoll Substations;
- The electric department's SCADA system allows real-time monitoring and control of connected system devices, such as substation reclosers and voltage regulators from a computer terminal in the Electric Department's main office;
- Installed pad-mounted sectionalizing VFI switchgear for various new developments.

The City purchases power from BPA with power delivered through a General Transfer Agreement via the PacifiCorp transmission system and facilities as described below. Under its contract with the City, PacifiCorp is responsible for providing service consistent with prudent utility practices. BPA meters these independent points of delivery as identified in Table 5-2.

Table 5-2: BPA Metering Designations

Substation	Point-of Delivery Name	Meter Number
Ashland	Business/North Main/Railroad/North Mountain	575
Oak Knoll	East Main	1705
	Highway 66	1014
	Highway 99	1304
Mountain Avenue	Morton/South Mountain/Wightman	1820

The existing substation transformer nameplate capacity, manufacture date, winter ratings, and the transformation capacity available to serve City loads are shown in Table 5-3.

Table 5-3: Transformer Capacity Available

Substation Transformer Mfr. Date	Peak Load (kW)	Annual Energy (kWh)	Ave. Monthly Load Factor (%)	Transformer Voltage (kV)	Transformer Nameplate Rating (MVA) at Specified Temp Rise	Winter Planning Rating (MW) at Specified Ambient Temp	Note	Secondary Regulation
Ashland Substation T-3499 1974s	19,520	~56,500,000	62.6% ^(e)	115-12.47/7.2	12/16/20 @ 55 °C 13.4/18/22.4 @ 65 °C	25.7 @ 5 °C	b, c	3-1Ø 667/889 kVA 7.2 kV Nom. +/- 10%
Mountain Ave Substation T-1573 1978	17,750	~60,000,000	60.2% ^(e)	115-12.47/7.2	12/16/20 @ 55 °C 13.4/17.9/22.4 @ 65 °C	25.7 @ 5 °C	b, c	1-3Ø 2000kVA 7.2 kV Nom. +/- 10%
Oak Knoll Substation T3234 1967	12,720	~59,600,000	56.6% ^(e)	115-12.47/7.2	12/16/20 @ 55 °C 13.4/17.9/22.4 @ 65 °C	25.7 @ 5 °C	b, c	LTC
Oak Knoll Substation T3856 1992	11,050			115-12.47/7.2	15/20/25 @ 55 °C	28.8 @ 5 °C	b, c	1-3Ø 2000/2667 kVA 7.2 kV Nom. +/- 10%

Notes:

- Typical planning MW ratings are at 0.97 power factor, 5 degrees C ambient, and 100% load factor based on ANSI standard C57.91 – 2011.
- Peak Load, Annual Energy, and Ave. Monthly Load Factor figures are maximum values from the period of December 2023 through December 2032. All values displayed are downloaded from BPA raw metered data.
- If voltage regulator maximum nameplate rating is exceeded the City should implement the equipment Load Bonus, Add-Amp or similar feature to adjust the current range upward to match the load but limit the voltage regulation.
- Winter planning ratings based on Table 3 in IEEE C57.91 – 2011.
- Both Ashland Substation and Oak Knoll Substation feed one PacifiCorp circuit, which has a peak demand of about 5.5 MW and 9.0 MW respectively.

One-line diagrams of each substation are presented in Appendix B as B2, B3, and B5/B6. A brief description of each substation and its facilities that serve the City follows below:

5.2.2 ASHLAND SUBSTATION

At Ashland Substation, the City takes delivery from the regulated 12.47/7.2 kV bus through one PacifiCorp secondary 1200 A breaker (5R241). This PacifiCorp breaker feeds a City-owned

distribution rack and four distribution reclosers serving four City feeder circuits. Both the substation and the City-owned distribution rack were constructed in the 1950/60s era.

The City of Ashland's four reclosers serving the feeders from the Ashland Substation City's distribution rack includes a fused bypass arrangement for each feeder, should a recloser be out-of-service or require maintenance. The feeder reclosers are rated 560 A with 400 A bypass fuses.

In 2013 the City replaced and upgraded the recloser controllers, placing them in an existing City owned and refurbished building across Nevada Street from the Ashland Substation. The City has implemented SCADA capability for these four feeders and in 2014 considered replacement of the distribution rack with a new City-owned substation due to age, reliability, and safety concerns, but no further action was taken.

Also in 2013, PacifiCorp upgraded the 69 kV terminal of the Ashland Substation to 115 kV and removed the 69/115 kV auto-transformer. The substation is now looped at 115 kV. Distribution facilities are served through a 116 kV x 12.47/7.2 kV, 12/16/20 MVA transformer (T-3499) with a manufacture date of 1974, three single-phase voltage regulators, and a 12.47 kV distribution rack with main and auxiliary buses. The 115 kV transmission source from Talent Substation and Voorhies Crossing is protected with a primary circuit switcher. The 115 kV source on Line 82 from Oak Knoll Substation has a disconnect switch which can be remotely operated.

In addition to breaker 5R241, a 15.5 kV, 1200 A secondary breaker (5R245) serves the PacifiCorp Valley View distribution circuit. Should breaker 5R241 serving the City fail or need to be removed from service, City loads would be protected by the City-owned reclosers, the 400A City owned recloser by-pass fuses, or transferred via the auxiliary bus to PacifiCorp breaker 5R245. Breaker 5R245 was replaced with a 1200 A rated breaker in 2015. It will have the capacity to serve all Ashland Substation load in addition to the normal PacifiCorp loads should the need arise.

5.2.3 OAK KNOLL SUBSTATION

At Oak Knoll Substation, PacifiCorp provides 12.47 kV service to the City from three distribution breaker positions serving three separate PODs and City feeder circuits. City ownership of the Oak Knoll feeders begins just outside the substation.

The PacifiCorp Oak Knoll Substation, constructed in 1965, has two 115 kV incoming terminals serving two power transformers with both transformers normally in service. Transformer T- 3234 (Bank #1) rated 116 kV x 12.47/7.2 kV, 12/16/20 MVA with a manufacture date of 1967, has load-tap changer regulation and normally feeds the substation bypass bus serving the PacifiCorp Siskiyou distribution feeder and the City of Ashland Highway 99 feeder.

Transformer T-3856 (Bank #2) rated 116 kV x 12.47/7.2 kV, 15/20/25 MVA with a manufacture date of 1992, has secondary voltage regulation and normally feeds the substation main bus serving the City of Ashland Highway 66 and East Main feeders.

Feeder breakers 5R56 and 5R93 are rated for 600 A, and 5R70 is rated for 1200 A. The substation also has a normally open 1200 A tie breaker that can connect the main and bypass buses. The substation configuration offers flexible switching should any one device fail or need to be out-of-service for maintenance. The City of Ashland owns no equipment within the Oak Knoll Substation.

The City has installed three separate pole-mounted reclosers just outside the PacifiCorp Oak Knoll Substation. This improvement allows the City to directly control these feeders without involving PacifiCorp staff. The installation included equipment with SCADA capability allowing the City to remotely monitor and control these feeders.

5.2.4 MOUNTAIN AVENUE SUBSTATION

At Mountain Avenue Substation the site, high voltage equipment, control building and ancillary components previously owned by BPA were purchased by the City in 2023. The City now takes delivery of power at 115 kV and owns all high-voltage equipment plus the previously City-owned three-phase voltage regulator, two distribution racks plus sectionalizing equipment, the six distribution reclosers and feeder getaway facilities presently serving four feeder circuits. The City now owns the Control Building and all ancillary devices plus the previously City-owned panel-mounted feeder recloser controllers and SCADA system equipment.

The Mountain Avenue Substation, constructed in 1994, has one 115 kV incoming source. Distribution facilities are served through a 115 kV x 12.47/7.2 kV, 12/16/20 MVA rated transformer (T-1573), with a 1976 manufacture date, and secondary voltage regulation feeding a 12.47 kV distribution rack with main and auxiliary buses. A 115 kV circuit switcher provides transformer protection.

The original distribution facilities, consisting of a rack serving three City feeders through 560 A reclosers, were expanded by the City in 2010 to include the addition of a second distribution rack capable of serving three additional City feeders. The distribution racks are configured with main and auxiliary buses allowing flexible switching arrangements so that load can be transferred to another source or circuit should a recloser need to be taken out-of-service. The racks are tied together via gang-operated load break tie switches and the second (newer) distribution rack also contains a transformer bay to be served from a future second power transformer.

5.3 SUBSTATION HISTORY AND OWNERSHIP

In 1996, Bonneville Power Administration (BPA) began to offer the sale of BPA-owned Distribution Substations to its customers, and early on BPA approached City of Ashland offering the sale of Mountain Avenue Substation. The City considered purchase of the substation and had its present worth evaluated in 2003 and again in 2013, however BPA's asking price was considerably above its assessed value and the City concluded this option was not in its best interest at that time.

Because of the great value in cost savings for eliminating BPA's low voltage transformation 'delivery charge' by taking ownership of the substation and power delivery at transmission voltage, the City successfully negotiated purchase of the substation from BPA in October 2023.

Prior to the Mountain Avenue Substation purchase the City took delivery of all power at the substation at the 12.47/7.2 kV secondary voltage and was required to pay a Utility Delivery Charge (UDC) for all energy purchased through the BPA-owned substation. BPA put the UDC charge in place in 1996 to recover the costs of owning, operating, and maintaining low-voltage facilities. Since then, BPA has increased these rates significantly to fully recover costs from utilities that continue to take low-voltage delivery.

The BPA Delivery Charge rate increased from \$0.75/kW in 1996, to \$1.399/kW in October 2013, to \$1.27/kW in 2022, to \$1.12/kW in 2024. Approximately 10 years ago BPA stated it was likely to continue to increase every two years in 5 to 15 percent increments. However, since then BPA has renamed Delivery Charge to Transfer Service and dispersed these charges into other account areas. Nonetheless, the monthly and annual savings from the City's reduction in Utility Delivery Charges because of the purchase of Mountain Avenue Substation is a significant source for continuing support for the electrical department's objective of gaining control of its own power delivery, system configuration, switching schemes, and facility maintenance.

Presently, based on the average substation monthly peak of 11,058 kW in 2021 (Table 5-4) and the current Transfer Service rate of \$1.12/kW, the City saves approximately \$12,385 monthly and \$148,620 annually by owning the Mountain Avenue Substation.

The City could further reduce the transfer service cost with construction of a City-owned substation on Nevada Street across from PacifiCorp's Ashland Substation site. By doing this the City could save approximately \$11,409 monthly and \$136,913 annually based on an average substation monthly peak of 10,187 kW (Table 5-5).

Substation ownership allows the City to independently determine substation facility needs and reduce the total cost of providing service in the long-term. However, the City would also assume the risk associated with owning substation facilities as well as operations and maintenance costs.

Table 5-4: Energy and Demand Data – Meter 1820, Mountain Avenue Substation, 2021

Month	Energy (kWh)	Demand (kW)	Peak Hour & Date
January	5,718,375	11,950	1/26/21 19:00
February	5,159,100	11,300	2/4/21 9:00
March	4,984,900	10,600	3/16/21 9:00
April	3,782,475	8,125	4/26/21 9:00
May	3,682,250	13,475	5/13/21 19:00
June	4,376,688	14,350	6/28/21 17:00
July	5,076,375	11,700	7/6/21 18:00
August	4,586,300	12,000	8/11/21 18:00
September	3,701,650	8,750	9/8/21 18:00
October	4,216,725	8,900	10/12/21 9:00
November	4,939,000	10,150	11/22/21 9:00
December	6,146,975	11,400	12/27/21 18:00

Table 5-5: Energy and Demand Data – Meter 575, Ashland Substation, 2021

Month	Energy (kWh)	Demand (kW)	Peak Hour & Date
January	5,270,920	10,680	1/26/21 19:00
February	4,740,140	10,700	2/7/21 13:00
March	4,626,900	9,280	3/15/21 10:00
April	3,633,860	7,320	4/6/21 8:00
May	3,485,960	8,840	5/31/21 19:00
June	4,576,080	14,310	6/28/21 17:00
July	5,352,110	12,360	7/3/21 19:00
August	4,663,520	11,780	8/11/21 18:00
September	3,734,660	8,830	9/8/21 18:00
October	4,000,820	8,060	10/12/21 8:00
November	4,659,090	9,510	11/22/21 8:00
December	5,809,360	10,570	12/31/21 18:00

5.4 IMPROVEMENT DISCUSSION

5.4.1 Substation Expansion

The power flow analysis indicates that the loss of either the Ashland or Mountain Avenue Substation transformer under current peak load conditions could lead to the inability to serve customers without significant transformer overload and accelerated transformer aging.

The PacifiCorp Ashland Substation located close to the City's load center contains a City-owned 12.47 kV distribution rack that is old and in deteriorating condition. In the past the City had considered a new distribution rack that would enhance flexibility and maintenance, however, the new distribution rack would still be served from a single PacifiCorp breaker. In 2011 the City considered construction of a City-owned substation across Nevada Street from PacifiCorp's Ashland Substation on City-owned property. This concept should now be reconsidered. The City has easy access to this site with looped transmission source readily available and a control building is already in place. By constructing a City-owned substation at this location and taking delivery at 115 kV the City would reduce the power purchase transformation charges similar to Mountain Avenue Substation.

The Oak Knoll Substation, located in the southeast region of the City's service area, is well situated for load growth in its general vicinity. However, due to its location it has limited ability for extension that could efficiently reach the City's core load center. The previously installed City-owned sectionalizing reclosers on the three Oak Knoll feeders outside the substation, which have SCADA monitor and control, is about the extent of improvements the City can make to enhance service from these feeders.

The most practical substation facility for improvement and future expansion is the Mountain Avenue Substation. This substation recently purchased by the City is centrally located to the core load and consists of a developed site suitable for expansion. In 2008 the City expanded its distribution facilities by adding a second distribution rack with three new feeder bays and a transformer bay. The Mountain Avenue Substation has been constructed so that capacity can be increased with the addition of a second power transformer.

It is expected the City will need additional substation transformation capacity within the intermediate (10-year) future to comply with the single-contingency planning criteria, and as noted previously in this study it is suggested that the City plan to add this second transformer bank. This is because of the age of the existing transformer and time involved to procure, fabricate, and deliver a second transform to the site.

Once a second transformer is available it will:

- relieve the concern of having the ability to meet expected peak loads,
- provide single contingency outage flexibility at peak load, and
- reduce the exposure to lengthy outages while a mobile transformer is placed in service.

5.5 IMPLICATIONS OF NERC BULK ELECTRIC SYSTEM CLASSIFICATION (BES)

FERC has recently issued its Final Ruling regarding the NERC definition of the Bulk Electric System (BES). In its ruling it accepted the NERC definition of the BES. Portions of the electric power grid falling under the BES definition are required to maintain a specified level of reliability and security. This imposes additional record-keeping and documentation requirements on the owning utility and can result in the imposition of fines if the NERC requirements are not met. The basic rule is that transmission facilities operating at 100 kV or higher are considered part of the BES. However, this voltage limit is not an absolute dividing line. There are several “Exclusions” and “Inclusions” that are applied that depend on system criteria other than voltage.

Because the City takes power delivery at 115 kV but does not own the transmission system, only serves load, and is not operated as a contiguous loop its facilities are not considered part of the BES designation. This is because of Exclusion E-1 in the NERC BES definition as described in the FERC ruling:

Exclusion E1 provides as follows:

Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:

- a) Only serves Load. Or,*
- b) Only includes generation resources, not identified in Inclusions I2, I3, or I4, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating). Or,*
- c) Where the radial system serves Load and includes generation resources, not identified in Inclusion I2, I3, or I4, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).*

Note 1 – A normally open switching device between radial systems, as depicted on prints or one-line diagrams for example, does not affect this exclusion.

Note 2 – The presence of a contiguous loop, operated at a voltage level of 50 kV or less, between configurations being considered as radial systems, does not affect this exclusion.

5.6 CONCLUSION

Over the last 10 years, PacifiCorp has made major improvements to the transmission facilities serving the City of Ashland. The current looped configuration and available backup transmission paths provide the City with satisfactory service reliability and capacity into the long-term future. The substation facilities serving the City of Ashland provide adequate capacity to serve the City’s winter and summer peak load under normal conditions. However, with additional load

growth and in contingency situations, the City's electric system may not be able to meet the single contingency outage criteria.

As the City considers options for additional transformation capacity, it should

- Consider adding a second transformer bank at Mountain Avenue Substation, and
- Revisit the option of a new City-owned substation on Nevada Street with removal of its distribution facilities from the PacifiCorp Ashland Substation.

5.7 RECOMMENDATION

The major improvement recommendations presented below are in order of priority, selected from the options identified in this chapter and relate to substation facilities serving the City's electric facilities. Summary descriptions and associated costs for these and miscellaneous improvements appear in Table 2-1. These estimates assume the City will incur costs directly for the improvements with construction performed by contractors. The estimates do not include any site acquisition, establishment of rights-of-way and easements, or environmental and impact permitting studies, since none are believed to be necessary. It is suggested the City thoroughly explore each recommended improvement and determine complete costs prior to moving forward with any improvement option.

Major Improvement 1 – Mountain Avenue Substation

Expansion of the substation facilities by adding a second transformer bank. This will require the necessary primary dead-end structure and protection device, the secondary voltage regulation, required bus support structures and buswork, plus required relaying and control ancillary components and construction installation.

Cost Estimate	Power Transformer	\$1,350,000
	Substation Components and Construction	<u>\$ 750,000</u>
Total Cost		\$2,100,000

Major Improvement 2 – New Nevada Street Substation

Construct a new City-owned Nevada Street Substation on existing City-owned property. This will require the necessary site development, power transformer, primary dead-end in-out structures and protective device, voltage regulation, required bus support structures and buswork, plus relaying and control ancillary components and construction installation. The City may decide to use the existing control building or replace it new.

Cost Estimate	Power Transformer	\$1,350,000
	Substation Components and Construction	<u>\$1,650,000</u>
Total Cost Estimate		\$3,000,000

Major Improvement 3 – Replace Mountain Avenue Substation - Bank 1 Transformer

As mentioned elsewhere in this study the existing bank 1 power transformer was fabricated in 1976 and installed 'used' at Mountain Avenue Substation. Because of the age and expected

service life of this transformer the City should plan for its replacement which could take up to five years from creation of a procurement document to transformer installation.

Cost Estimate	Power Transformer	\$1,350,000
	Engineering/Contractor Services	<u>\$ 200,000</u>
Total Cost		\$1,550,000

Chapter 6 DISTRIBUTION SYSTEM EVALUATION

6.1 BACKGROUND

The City of Ashland's electric distribution system was evaluated for capacity under high and low load conditions. The high load case is based on historic metering data. To produce 10-year and 20-year load estimates for analysis and planning, the base-case system peak demand was adjusted to increase proportional to the population growth as outlined in Chapter 3. Specific areas of system growth are modeled and discussed in detail in Chapter 7. Table 6-1 below, indicates loading conditions examined in this study.

Table 6-1: Study Loading Conditions

	Base Case (Light)	Base Case (Historical Peak, 2021)	10-Year (2033) ^(c)	20-Year (2043) ^(c)
System Coincident Peak ^(a)	31.8 MW	45.9 MW	49.3 MW	53.0 MW
Ashland Substation Modeled Load ^(b)	9.4 MW	14.3 MW	15.5 MW	15.9 MW
Mountain Avenue Substation Modeled load ^(b)	11.3 MW	14.2 MW	15.2 MW	16.2 MW
Oak Knoll Substation Modeled load ^(b)	11.2 MW	17.6 MW	19.0 MW	20.4 MW

Notes:

- a) Coincident system peak demand based on BPA's hourly data.
- b) Coincident system peak demand for individual substations with normal switching configurations. Load allocation in the model considers large clients using their actual peak and small customers by linear distribution. This load allocation process may result in a small difference between the total substation feeder loads and the system loads listed above, but it is acceptable to this study.
- c) Detailed forecast growth rate is discussed in Chapter 3.

The preparation of this study is based on detailed distribution system information gathered from the City of Ashland staff and the distribution system GIS maps. The GIS maps include data on location, name, connectivity, size, and rating for system components such as conductors, transformers, capacitor banks, switches, protective devices, poles, and vaults. The analysis model used, which indicates node and segment electrical data, is included in Appendix C.

6.2 DISTRIBUTION SYSTEM CAPACITY

Results of the model analysis show the City's distribution system presently provides reliable service at acceptable voltage levels for all loading conditions including the historical peak when operating in the normal system configuration.

Substation meter data was obtained through the BPA customer portal website for each point of delivery. Table 6-2 to Table 6-6 indicates energy use and peak demand data for all substation feeders for the 10-year historical peak in 2021. Individual feeder data at Ashland Substation and Mountain Avenue Substation is not available from BPA, however, the City's SCADA system has an archive of individual feeder data.

Table 6-2: **Ashland Substation Loading Summary 2021, BPA Meter #575**

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
January	5,270,920	2,150	10,680	1/26/21 19:00	100	66.33
February	4,740,140	1,050	10,700	2/7/21 13:00	100	65.92
March	4,626,900	180	9,280	3/15/21 10:00	100	67.1
April	3,633,860	450	7,320	4/6/21 8:00	100	68.95
May	3,485,960	25,550	8,840	5/31/21 19:00	100	53
June	4,576,080	389,700	14,310	6/28/21 17:00	99.64	44.41
July	5,352,110	624,220	12,360	7/3/21 19:00	99.33	58.2
August	4,663,520	387,460	11,780	8/11/21 18:00	99.66	53.21
September	3,734,660	97,860	8,830	9/8/21 18:00	99.97	58.74
October	4,000,820	200	8,060	10/12/21 8:00	100	66.72
November	4,659,090	710	9,510	11/22/21 8:00	100	67.95
December	5,809,360	6,910	10,570	12/31/21 18:00	100	73.87

Notes:

- a) The reactive power consumption in summer is higher, resulting in relatively lower power factors, but is still close to unity.

Table 6-3: **Mountain Avenue Substation Loading Summary 2021, BPA Meter #1820**

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
January	5,718,375	0	11,950	1/26/21 19:00	100.00	64.32
February	5,159,100	0	11,300	2/4/21 9:00	100.00	67.94
March	4,984,900	0	10,600	3/16/21 9:00	100.00	63.29
April	3,782,475	0	8,125	4/26/21 9:00	100.00	64.66
May	3,682,250	9,200	13,475	5/13/21 19:00	100.00	36.73
June	4,376,688	231,325	14,350	6/28/21 17:00	99.86	42.36
July	5,076,375	429,125	11,700	7/6/21 18:00	99.64	58.32
August	4,586,300	351,550	12,000	8/11/21 18:00	99.71	51.37
September	3,701,650	231,450	8,750	9/8/21 18:00	99.81	58.76
October	4,216,725	80,450	8,900	10/12/21 9:00	99.98	63.68
November	4,939,000	129,750	10,150	11/22/21 9:00	99.97	67.49
December	6,146,975	151,200	11,400	12/27/21 18:00	99.97	72.47

Notes:

- a) The reactive power consumption in summer is higher, resulting in relatively lower power factors, but is still close to unity.

Table 6-4: **Oak Knoll Substation Loading Summary 2021, Feeder E. Main, BPA Meter #1705**

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
January	1,950,530	122,090	3,990	1/26/21 9:00	99.8	65.71
February	1,784,970	92,470	3,990	2/4/21 9:00	99.87	66.57
March	1,758,780	166,670	3,650	3/16/21 9:00	99.55	64.85

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
April	1,429,190	191,430	2,970	4/6/21 9:00	99.11	66.83
May	1,401,210	180,840	3,140	5/31/21 16:00	99.18	59.98
June	1,787,970	186,900	6,160	6/28/21 16:00	99.46	40.31
July	2,055,120	147,900	5,070	7/29/21 16:00	99.74	54.48
August	1,845,910	119,120	4,960	8/13/21 16:00	99.79	50.02
September	1,481,050	145,290	3,880	9/7/21 17:00	99.52	53.02
October	1,524,330	217,490	3,110	10/12/21 9:00	99	65.88
November	1,730,920	171,490	3,510	11/22/21 9:00	99.51	68.4
December	2,100,070	97,070	3,870	12/15/21 11:00	99.89	72.94

Notes:

- a) The reactive power consumption in summer is higher, resulting in relatively lower power factors, but is still close to unity.

Table 6-5: Oak Knoll Substation Loading Summary 2021, HWY 66, BPA Meter #1014

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
January	1,790,430	15,250	3,620	1/26/21 11:00	100	66.48
February	1,652,060	9,950	3,340	2/4/21 11:00	100	73.61
March	1,715,400	15,950	3,270	3/15/21 11:00	100	70.6
April	1,443,580	22,060	2,670	4/6/21 9:00	99.99	75.09
May	1,438,780	55,870	3,110	5/31/21 18:00	99.92	62.18
June	1,725,730	188,600	4,690	6/28/21 17:00	99.41	51.11
July	1,945,660	246,510	4,160	7/6/21 17:00	99.21	62.86
August	1,754,510	174,980	4,080	8/11/21 17:00	99.51	57.8
September	1,446,660	68,670	3,230	9/7/21 17:00	99.89	62.21
October	1,523,940	19,400	3,320	10/26/21 15:00	99.99	61.7
November	1,614,380	2,610	3,060	11/8/21 9:00	100	73.17
December	1,901,970	500	3,440	12/15/21 18:00	100	74.31

Notes:

- a) The reactive power consumption in summer is higher, resulting in relatively lower power factors, but is still close to unity.

Table 6-6: Oak Knoll Substation Loading Summary 2021, HWY 99, BPA Meter #1304

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
January	2,496,400	20	5,610	1/26/21 19:00	100	59.81
February	2,265,700	50	5,200	2/4/21 9:00	100	64.84
March	2,129,760	19,270	4,750	3/16/21 9:00	100	60.35
April	1,565,060	143,910	3,500	4/12/21 8:00	99.58	62.11
May	1,482,860	153,490	4,130	5/31/21 19:00	99.47	48.26
June	1,901,330	185,640	6,640	6/28/21 18:00	99.53	39.77
July	2,205,370	174,690	5,560	7/3/21 19:00	99.69	53.31

Month	Energy (kWh)	Reactive (kVARh)	Demand (kW)	Peak Hour & Date	Power Factor	Load Factor
August	1,927,680	114,440	5,370	8/11/21 19:00	99.82	48.25
September	1,501,360	88,960	3,840	9/6/21 19:00	99.82	54.3
October	1,713,090	82,050	4,910	10/26/21 15:00	99.89	46.89
November	2,053,910	25,770	4,490	11/8/21 8:00	99.99	63.45
December	2,710,880	9,680	5,200	12/27/21 19:00	100	70.07

Notes:

- a) The reactive power consumption in summer is higher, resulting in relatively lower power factors, but is still close to unity.

A useful aid to help visualize system load characteristics are the winter and summer daily load profiles as seen in Figure 6-1 and 6-2, respectively. Peak loads are represented for each hour of the day, averaged separately for weekdays and weekends.

The winter load profile, Figure 6-1, created from recorded data during the study period shows a trend with daily winter peaks in the morning and early evening hours as expected for a predominantly residential load system. The power consumption during weekend days is slightly lower than on weekdays. The summer load profile, Figure 6-2, created from recorded data during the study period shows a different trend with single afternoon peak characteristics likely attributed to air conditioning or industrial/commercial load. Additionally, the power consumption during weekend days is slightly lower in the daytime.

The general patterns seen in these daily load profiles may give the City a better idea of how to achieve system load balance if desired. Loading could be shifted to different times of the day, such as the operation of motors to fill reservoirs or operate lift stations.



Figure 6-1: Average Hourly Peak Load for January 2017

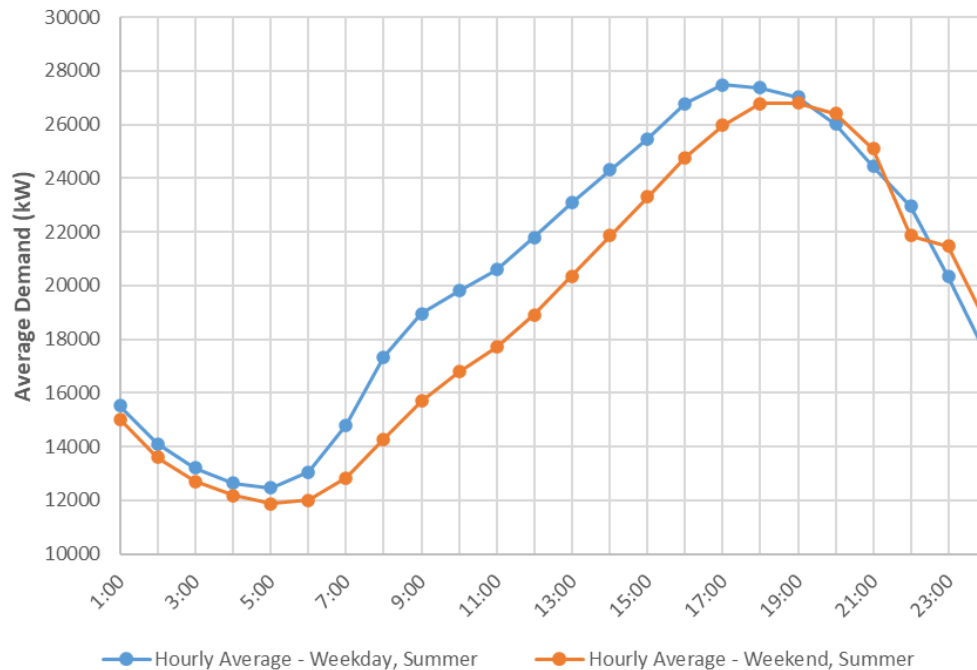


Figure 6-2: Average Hourly Peak Load for June 2021

Ashland is currently providing quality electric service and has made continual system improvements since the last study in 2013. Based on the most recent system peak (June 2021), with any feeder out-of-service, the City can serve loads from adjacent circuits under normal conditions. However, loss of some feeder circuits during peak conditions could cause other parts of the system to exceed capacity. Additionally, the loss of a substation transformer at peak load could result in severe transformer overload conditions at another substation. These conditions will become more severe as load growth occurs and could lead to the City not being able to meet single contingency outage criteria in the future without an increase in system capacity.

6.2.1 Distribution System

The City's electric system serves customers from 10 distribution feeders, having a total of 12 substation feeder positions available. Table 6-7 and Table 6-8 summarize the summer and winter existing feeder voltage ratings, backbone conductor characteristics, capacities, kW ratings, recommended loading, and actual (non-coincidental) loading from 2014 through 2023. From data in these two tables, it appears that:

- All the feeders currently have adequate capacity to serve peak loads under normal conditions and under the emergency sectionalized conditions evaluated.
- However, some feeders are more loaded than others, and this plus load imbalance reduces operational flexibility during emergency operating conditions. As future load growth occurs, the City should add load strategically, where feasible, to balance loading between existing feeders to minimize feeder and conductor overloading especially under sectionalized conditions.

Table 6-7: Existing Feeder Loading—Normal Conditions (**SUMMER**)

Substation/ Feeder	Voltage (kV)	Feeder Main Conductors			Summer Peak Load		Peak Load % of Conductor	
		Size/Material ^(c)	Rating ^{(b) (d)}		Present (kW) ^(a)	Recom'd (kW) ^(e)	Rating	Recom'd Loading
			Amps	kW				
Ashland Substation								
A2000 – Business	12.47/7.2	556 AAC	642	13,450	6,076	7,500	45%	56%
A2001 – North Main	12.47/7.2	750 kcmil, URD	505	10,580	6,110	7,500	58%	71%
	12.47/7.2	556 AAC	642	13,450	6,110	7,500	45%	56%
A2002 – Railroad	12.47/7.2	750 kcmil, URD	505	10,580	2,226	7,500	21%	71%
	12.47/7.2	556 AAC	642	13,450	2,226	7,500	17%	56%
	12.47/7.2	336 AAC	464	9,721	2,226	7,500	23%	77%
A2003 – N. Mountain Alt	12.47/7.2	See information for Feeder M3006						
Mountain Avenue Substation								
M3006 – N. Mountain	12.47/7.2	750 kcmil, URD	505	10,580	1,677	7,500	23%	71%
	12.47/7.2	556 AAC	642	13,450	1,677	7,500	16%	56%
M3009 – Morton	12.47/7.2	750 kcmil, URD	505	10,580	5,803	7,500	12%	71%
	12.47/7.2	336 AAC	464	9,721	5,803	7,500	55%	77%
M3012 – S. Mountain	12.47/7.2	750 kcmil, URD	505	10,580	4,603	7,500	60%	71%
	12.47/7.2	566 AAC	642	13,450	4,603	7,500	44%	56%
	12.47/7.2	336 AAC	464	9,721	4,603	7,500	34%	77%
M3015 – Wightman	12.47/7.2	750 kcmil, URD	505	10,580	2,268	7,500	47%	71%
	12.47/7.2	566 AAC	642	13,450	2,268	7,500	21%	56%
	12.47/7.2	336 AAC	464	9,721	2,268	7,500	17%	77%
Oak Knoll Substation								
K4056 (5R56) – HWY 99	12.47/7.2	336 AAC	464	9,721	6,357	7,500	65%	77%
K4070 (5R70) – HWY 66	12.47/7.2	336 AAC	464	9,721	4,632	7,500	48%	77%
K4093 (5R93) – E. Main	12.47/7.2	336 AAC	464	9,721	5,808	7,500	60%	77%

a) Individual winter feeder peaks are from City's SCADA system data for 2022.

b) All kW ratings assume a three-phase system with 97% power factor.

c) Conductor size/material data obtained from City staff and system maps.

d) Overhead conductors shown with summer ampacity ratings.

e) Recommended loading is for normal conditions, non-sectionalized. More discussion can be found in Chapter 4.

Table 6-8: Existing Feeder Loading—Normal Conditions (*WINTER*)

Substation/ Feeder	Voltage (kV)	Feeder Main Conductors			Winter Peak Load		Peak Load % of Conductor	
		Size/Material ^(c)	Rating ^{(b) (d)}		Present (kW) ^(a)	Recom'd (kW) ^(e)	Rating	Recom'd Loading
			Amps	kW				
Ashland Substation								
A2000 – Business	12.47/7.2	556 AAC	925	19,379	4,820	7,500	25%	39%
A2001 – North Main	12.47/7.2	750 kcmil, URD	505	10,580	4,613	7,500	44%	71%
	12.47/7.2	556 AAC	925	19,379	4,613	7,500	24%	39%
A2002 – Railroad	12.47/7.2	750 kcmil, URD	505	10,580	1,472	7,500	14%	71%
	12.47/7.2	556 AAC	925	19,379	1,472	7,500	8%	39%
	12.47/7.2	336 AAC	670	14,037	1,472	7,500	10%	53%
A2003 – N. Mountain Alt	12.47/7.2	See information for Feeder M3006						
Mountain Avenue Substation								
M3006 – N. Mountain	12.47/7.2	750 kcmil, URD	505	10,580	924	7,500	9%	71%
	12.47/7.2	556 AAC	925	19,379	924	7,500	5%	39%
M3009 – Morton	12.47/7.2	750 kcmil, URD	505	10,580	4,858	7,500	46%	71%
	12.47/7.2	336 AAC	670	14,037	4,858	7,500	35%	53%
M3012 – S. Mountain	12.47/7.2	750 kcmil, URD	505	10,580	4,145	7,500	39%	71%
	12.47/7.2	566 AAC	925	19,379	4,145	7,500	21%	39%
	12.47/7.2	336 AAC	670	14,037	4,145	7,500	30%	53%
M3015 – Wightman	12.47/7.2	750 kcmil, URD	505	10,580	2,067	7,500	20%	71%
	12.47/7.2	566 AAC	925	19,379	2,067	7,500	11%	39%
	12.47/7.2	336 AAC	670	14,037	2,067	7,500	15%	53%
Oak Knoll Substation								
K4056 (5R56) – HWY 99	12.47/7.2	336 AAC	670	14,037	5,613	7,500	40%	53%
K4070 (5R70) – HWY 66	12.47/7.2	336 AAC	670	14,037	3,360	7,500	24%	53%
K4093 (5R93) – E. Main	12.47/7.2	336 AAC	670	14,037	3,952	7,500	28%	53%

a) Individual summer feeder peaks are from City's SCADA system data for 2022.

b) All kW ratings assume a three-phase system with 97% power factor.

c) Conductor size/material data obtained from City staff and system maps.

d) Overhead conductors shown with winter ampacity ratings.

e) Recommended loading is for normal conditions, non-sectionalized. More discussion can be found in Chapter 4.

6.2.2 Capacitor Banks

The City's electric distribution system presently has eight (8) 12.47/7.2 kV capacitor banks installed at various locations throughout the system. Capacitors are generally used to maintain adequate voltage and power factor, as well as reduce line losses. Table 6-9 shows the electric system's existing capacitor banks, their feeder, location, size and type of control.

Based on the analysis results of the present system configuration, no additional capacitor installations are required within this intermediate planning period for overall system correction. For general recommendations regarding capacitor placement and configuration, see Chapter 4

Table 6-9: Electric System Capacitor Banks

Feeder	Location	Rating	Type and Status
A2000 - Business	Helman & Tracks	600 kVAR	Fixed "ON" At 12.47 kV
A2001 - N. Main	Maple Street	600 kVAR	Fixed "ON" At 12.47 kV
M3009 - Morton	Morton & East Main	600 kVAR	Fixed "ON" At 12.47 kV
M3012 - S. Mountain	S. Mountain & Iowa	900 kVAR	Automatic, At 12.47 kV
M3015 - Wightman	N. Mountain & Clear Creek	600 kVAR	Automatic, At 12.47 kV
5R56 - Hwy 99	35 Crowson Rd	600 kVAR	Automatic, At 12.47 kV
5R70 - Hwy 66	Hwy 66 & Crowson Rd	600 kVAR	Automatic, At 12.47 kV
5R93 - E. Main	3018 Green Springs Hwy 66	900 kVAR	Automatic, At 12.47 kV

6.3 DISTRIBUTION EQUIPMENT INVENTORY REVIEW

6.3.1 Transformer

Based on the inventory provided by the City (Table 6-10), there are about 2140 distribution transformers within the Ashland electric system. Distribution transformer life is affected by several factors, such as loading, environmental temperature, maintenance (e.g., oil, bushing), testing, etc. According to reference documents (*'The Feasibility Of Replacing Or Upgrading Utility Distribution Transformers During Routine Maintenance'*) by the Department of Energy, present distribution transformers are designed to operate for 20 years at designed load and specified hot-spot temperature. Underloaded transformers are less stressed thermally and may have lives extending well beyond 30 years, but transformers loaded to greater than nameplate rating for extended times may have significantly shortened lifetimes. The national average age for utility distribution transformer life is about 31.95 years with a standard deviation of 6.4 years. According to a utility company survey in the DOE document, the retirement age ranged from 14 to 35 years and the average age was nearly 25 years, with a standard deviation of about 5 years.

Besides abnormal transformer failures, Ashland might consider the replacement of older distribution transformers by adopting a retirement age such as 24 years based on the national perspective, an earlier age such as 20 years, or adjusted based on the electric department's field experience.

Table 6-10: City of Ashland, Transformer Inventory

Year	Qty.	Year	Qty.
2000	13	2013	14
2001	11	2014	14
2002	17	2015	16
2003	54	2016	25
2004	17	2017	25
2005	2	2018	38

Year	Qty.	Year	Qty.
2006	1	2019	37
2007	4	2020	30
2008	4	2021	42
2009	2	2022	18
2011	19	2023	15
2012	28	Unknown	1692

a) Most of the manufacture dates were not recorded.

6.3.2 Poles

The City's inventory list shows a total of 2,517 poles in the system with construction additions tabulated starting in 1950 (Table 6-11). We recommend the City conform with standard pole testing requirements by having poles tested every 10-12 years or testing approximately 10% (250 poles) each year. For any poles that have not been inspected for some time, it is suggested primary circuit poles receive a full intrusive inspection, which includes excavation around the pole to a depth of 18", and inspection of the pole exterior for decay and treatment with a boron/copper-based product to prolong pole life. Testing should include sound and bore to determine if the pole has any voids. If voids are present the pole should be treated with a copper-based product to slow decay. Poles with extensive decay and that are not serviceable should be rejected and replaced. The poles should also be visually inspected for obvious signs of damage or decay.

Table 6-11: City of Ashland, Pole Inventory

Year	Qty.	Year	Qty.	Year	Qty.
1950	6	1976	3	2004	14
1951	1	1977	2	2005	13
1954	6	1978	4	2006	1
1955	4	1979	2	2007	9
1957	2	1980	2	2008	2
1958	1	1983	3	2009	39
1959	4	1987	1	2010	18
1960	2	1988	3	2011	29
1961	15	1989	2	2012	16
1962	4	1990	3	2013	39
1963	14	1991	7	2014	9
1964	14	1993	19	2015	18
1965	2	1994	15	2016	6
1966	6	1995	2	2017	7
1967	3	1996	2	2018	24
1968	1	1997	1	2019	15
1969	5	1998	4	2020	14
1970	1	2000	4	2021	8
1971	8	2001	7	2022	4
1972	5	2002	7	2023	11
1973	4	2003	21	Unknown	1999

a) Most of the manufacture/installation dates were not recorded.

6.3.3 Conductors

The City has a total of 2,736 conductor segments in the system with new construction additions tabulated starting in 2012 (Table 6-12). The City has a program established to periodically perform infrared thermal imaging investigations of all City-owned distribution infrastructure, including primary circuit overhead pole assemblies and circuit conductors. This service should be performed after pole inspection, treatment, and/or replacement is complete so that the infrared inspection is performed on pole top assemblies that will remain in service. Conductors should also receive a periodic visual inspection for obvious signs of damage. In 2023, the City found several hot spots on switches using drones with infrared cameras and cleared a few bird nests on poles.

Table 6-12: City of Ashland, Conductor Inventory

Year	Qty. (segment)
2012	39
2013	20
2014	13
2015	23
2016	69
2017	39
2018	26
2019	46
2020	60
2021	47
2022	24
2023	27
Unknown	2,303

a) Most of the manufacture/installation dates were not recorded.

6.3.4 Meters

There are approximately 12,172 meters in the City's distribution system with new meter additions tabulated starting in 2011. Many of them might have been installed earlier but not recorded by the City.

Table 6-13: City of Ashland, Meter Inventory

Year	Qty.
2011	58
2012	12
2013	32
2014	58
2015	86
2016	76
2017	106
2018	90
2019	85

2020	96
2021	79
2022	86
2023	21
Unknown	11,287

a) Most of the manufacture/installation dates were not recorded.

6.4 SYSTEM PERFORMANCE

6.4.1 Service Reliability

As discussed in Chapter 5, reliability of electric service is a primary consideration in system planning. The City's electric system should use a single contingency reliability criterion, which means the outage of any single major component of the electric system cannot result in a prolonged outage to any customer.

The IEEE has developed specific guidelines through Standard 1366, Guide for Power Distribution Reliability Indices, to evaluate distribution reliability consisting of measures for monitoring outage duration and frequency. These reliability indices have received industry-wide acceptance and are divided into two categories, customer-based indices and load-based indices.

Customer-based indices record the frequency and duration of outages from individual customers and are used mainly for residential areas. Load-based indices record the frequency and duration of outages of circuits that are relevant to serving industrial and commercial loads. The IEEE sustained interruption indices are defined below for convenience.

SAIFI: System Average Interruption Frequency Index

$$\frac{\text{Total Number of Customers Interrupted}}{\text{Total Number of Customers}}$$

SAIDI: System Average Interruption Duration Index

$$\frac{\text{Sum of Customer Interruption Durations}}{\text{Total Number of Customers}}$$

CAIFI: Customer Average Interruption Frequency Index

$$\frac{\text{Total Number of Customers Interrupted}}{\text{Number of Distinct Customers Affected within Reporting Period}}$$

CAIDI: Customer Average Interruption Duration Index

$$\frac{\text{Sum of Customer Interruption Durations (SAIDI)}}{\text{Total Number of Customers Interrupted (SAIFI)}}$$

ASAI: Average Service Availability Index

$$\frac{\text{Customer Hours Service Availability}}{\text{Customer Hours Service Demand}}$$

ATPII: Average Time per Interruption Index

$$\frac{\text{Sum of Interruption Duration}}{\text{Number of Interruptions}}$$

CMPII: Customer Minutes per Interruption Index

$$\frac{\text{Sum of Customer Interruption Duration}}{\text{Number of Interruptions}}$$

SAIFI is expressed with a unit of outages per year for the average customer. Both the SAIDI and CAIDI are expressed in minutes, and ASAI is a percentage. The national averages for SAIFI, SAIDI, CAIDI, and ASAI from example years between 2005-2020 are shown in Table 6-14 below.

The City has established a program and collects necessary data for calculating some of these indices listed above annually or every few years. The City recorded a total of 230 outages from 2014 through 2023, and a summary of the number of affected customers and total duration is shown in Table 6-11.

The available data shows that SAIFI is ~0.12 interruptions per customer on average for the last 10 years. The City's average interruption frequency is less than the 2020 National average of 0.86. SAIDI and CAIDI are about 20.8 and 171.4 minutes respectively. Compared to the National Outage Data for 2020, system average outage duration is shorter, 20.8 vs. 139.2; however, the outage duration for the affected customers is about 28 minutes (~20%) longer, 171.4 vs. 143.5. CAIDI reflects the average time required to restore service to the affected customers and can change significantly every year. Many different factors contribute to outages (Table 6-16) and the required time for service restoration. Outages due to extreme weather and fire are typically challenging to recover from, especially for clients in rural and wooded areas. Overall, the City has good service reliability.

Table 6-14: National Average Outage Data (APPA Reliability and Operations Report)

Survey Year	SAIFI (Interruptions)	SAIDI (Minutes)	CAIDI (Minutes)	ASAI (%)
2005	1.6	54.03	65.91	99.79
2007	4.18	69.8	90.06	99.97
2009	0.88	68.98	86.75	99.9
2011	0.81	46.36	73.86	99.86
2013	1.11	58.49	96.47	99.87
2015	0.91	62.53	78.8	99.91
2018	0.99	60.02	82.4	99.95
2020	0.86	139.16	143.52	99.97

Table 6-15: City of Ashland Outage Data – Last 10 Years

Circuit Name	Substation Name	Number of System Interruptions
A2000 - Business	Nevada Street	41
A2001 - North Main	Nevada Street	31
A2002 - Railroad	Nevada Street	11
M3006 - North Mountain	Mountain Ave	4
M3009 - Morton	Mountain Ave	39
M3012 - South Mountain	Mountain Ave	33
M3015 - Wightman	Mountain Ave	8
K4056 - Hwy 99	Oak Knoll	31
K4070 - Hwy 66	Oak Knoll	14
K4093 - East Main	Oak Knoll	18
Circuit Name	Substation Name	Customer Interruptions
A2000 - Business	Nevada Street	1583
A2001 - North Main	Nevada Street	944
A2002 - Railroad	Nevada Street	672
M3006 - North Mountain	Mountain Ave	4
M3012 - South Mountain	Mountain Ave	3609
M3009 - Morton	Mountain Ave	2394
M3015 - Wightman	Mountain Ave	1953
K4056 - Hwy 99	Oak Knoll	1529
K4070 - Hwy 66	Oak Knoll	359
K4093 - East Main	Oak Knoll	2526
Circuit Name	Substation Name	Customer Outage Duration (min.)
A2000 - Business	Nevada Street	199222
A2001 - North Main	Nevada Street	184910
A2002 - Railroad	Nevada Street	72514
M3006 - North Mountain	Mountain Ave	536
M3009 - Morton	Mountain Ave	532471
M3012 - South Mountain	Mountain Ave	547367
M3015 - Wightman	Mountain Ave	353301
K4056 - Hwy 99	Oak Knoll	318852
K4070 - Hwy 66	Oak Knoll	65071
K4093 - East Main	Oak Knoll	395544

Table 6-16: City of Ashland Outage Cause Profile, Last 10 Years

Cause	Total Outages	Percentage
Squirrel	53	22.7%
Equipment Worn Out	35	15.0%
Tree	29	12.4%
Electrical Failure	26	11.2%
Vehicle Accident	13	5.6%
Lightning	13	5.6%
Unknown	12	5.2%
Equipment Damage	7	3.0%
Bird	7	3.0%
Overhead	7	3.0%
Underground	6	2.6%
Wind	5	2.1%
Fire Department	3	1.3%
Non-Utility Excavation	3	1.3%
Storm	3	1.3%
Other - Lightning	2	0.9%
Repairs	2	0.9%
Human Accident	2	0.9%
Failure of Greater Transmission	1	0.4%
Contractor-Dig-In	1	0.4%
Equipment Replacement	1	0.4%
Contact with Foreign Object	1	0.4%
Ice	1	0.4%

BPA and PacifiCorp provided their recorded 10-year outages for the circuits serving the City's electrical system, these are presented in Table 6-17 and Table 6-18. Of these events, about 50% have a duration of more than 2 hours.

Table 6-17: BPA 10-Year Outage Record

Outage Start Date/Time	Outage End Date/Time	Duration (min.)	kV	Auto/Planned	Cause	Responsible System	Component
6/15/2015 3:00	6/15/2015 18:50	950	12.5	Auto	Bird or Animal	BPA	Transformer, Power
10/5/2015 13:18	10/7/2015 15:10	2992	12.5	Plan	Maintenance	BPA	
5/16/2017 7:34	5/16/2017 14:23	409	12.5	Plan	Maintenance	BPA	
6/25/2017 17:27	6/25/2017 18:08	41	12.5	Auto	Unknown	Customer	Not Applicable
9/19/2017 7:47	9/20/2017 13:48	1801	12.5	Plan	Maintenance	BPA	

Table 6-18: PacifiCorp 10-Year Outage Record

Year	Outage Class	Duration (mins)	Substation
<u>2013</u> 1/26/13 9:47 AM 2/13/13 11:53 AM 6/12/13 1:29 PM 10/31/13 1:43 PM	Distribution Distribution Distribution Distribution	75 to 90 minutes 45 to 60 minutes 30 to 45 minutes 15 to 30 minutes	Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Oak Knoll
<u>2014</u> 4/14/14 5:25 PM 12/15/14 7:30 AM	Transmission Distribution	0 to 15 minutes 45 to 60 minutes	Lone Pine Ashland (Mtn.Ave, PUD)
<u>2016</u> 3/12/16 4:42 PM	Distribution	225 to 240 minutes	Oak Knoll
<u>2017</u> 1/7/17 8:48 AM 1/7/17 8:48 AM 1/22/17 3:13 AM 5/20/17 2:46 PM 5/20/17 2:46 PM 6/25/17 5:27 PM 6/25/17 5:27 PM 6/25/17 5:27 PM	Distribution Distribution Distribution Distribution Distribution Distribution Distribution Distribution	495 to 510 minutes 495 to 510 minutes 135 to 150 minutes 345 to 360 minutes 330 to 345 minutes 30 to 45 minutes 30 to 45 minutes 30 to 45 minutes	Oak Knoll Ashland (Mtn.Ave, PUD) Oak Knoll Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Oak Knoll Ashland (Mtn.Ave, PUD) Oak Knoll
<u>2018</u> 1/24/18 9:25 PM 6/24/18 10:51 PM 7/21/18 8:27 PM 7/21/18 9:12 PM 12/14/18 8:24 AM 12/14/18 8:24 AM	Transmission Distribution Distribution Distribution Distribution Distribution	0 to 15 minutes 240 to 255 minutes 390 to 405 minutes 345 to 360 minutes 195 to 210 minutes 195 to 210 minutes	Lone Pine Oak Knoll Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Oak Knoll Ashland (Mtn.Ave, PUD)
<u>2019</u> 2/13/19 11:47 AM 7/24/19 4:30 PM 7/24/19 4:30 PM	Distribution Distribution Distribution	0 to 15 minutes 45 to 60 minutes 45 to 60 minutes	Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Oak Knoll
<u>2021</u> 6/27/21 9:06 PM 6/27/21 9:06 PM 6/27/21 9:06 PM 10/26/21 9:09 AM	Distribution Distribution Distribution Distribution	15 to 30 minutes 15 to 30 minutes 15 to 30 minutes 300 to 315 minutes	Oak Knoll Ashland (Mtn.Ave, PUD) Oak Knoll Oak Knoll
<u>2022</u> 3/5/22 7:32 AM 3/5/22 1:15 PM 4/11/22 8:06 AM 5/31/22 12:04 PM 5/31/22 12:04 PM	Distribution Distribution Distribution Distribution Distribution	105 to 120 minutes 75 to 90 minutes 240 to 255 minutes 135 to 150 minutes 105 to 120 minutes	Ashland (Mtn.Ave, PUD) Ashland (Mtn.Ave, PUD) Oak Knoll Oak Knoll Oak Knoll

6.4.2 System Voltage Levels

In accordance with standards established by the American National Standard Institute (ANSI C84.1, Range A), the voltage ranges in Table 6-19, shown as acceptable voltage or allowable voltage drop, should be maintained throughout the City's electric system. The voltages shown are presented on a 120 volt base, however the percentages indicated apply to any voltage base, for example 12.47/7.2 kV, 480/277 V, etc., as applicable to the location.

Table 6-19: Acceptable Voltage Levels

Facility	Acceptable Voltage or Allowable Voltage Drop (120V Base Volts)	Acceptable Percentage
Bus voltage range at substation	122 - 126	102% - 105%
Maximum voltage drop along a distribution feeder	8	6.7%
Voltage range at primary terminals of distribution transformers	118 - 126	98% - 105%
Maximum voltage drop across distribution transformer and service conductors	4	3.3%
Voltage range at customer's meter	114 - 126	95% - 105%
Voltage range at customer's utilization equipment	110 - 126	92% - 105%

The Base Case Power Flow results indicate that present system voltages under peak conditions are at acceptable levels, with the maximum voltage drop on any feeder between substation and last customer at approximately 1.1%. However, substation voltages should be monitored to ensure proper distribution voltage levels are being maintained. In addition, during substation outages or feeder transfers, feeder voltage levels should also be monitored to ensure proper voltage levels are maintained.

The City should keep in mind the fact that minor voltage regulation can have noticeable effects on customer equipment. For example, a situation where typical household equipment experiences an under-voltage of 10 percent can result in reduced lighting output of 30 percent and can cut heating and range output by up to 20 percent. Over-voltage of 10 percent in household equipment can result in a reduction of lamp life up to 70 percent and cause overheating of heaters and ranges.

At present, customers expect an extremely high quality of service and reliable power supply. Momentary interruptions, voltage disturbances, and sine wave distortions that would have gone unnoticed a few years ago are not as well tolerated with modern day loads. Among these sensitive loads are business and home computers, cash registers, security alarms, digital devices, home business center and entertainment equipment, and other sensitive equipment.

6.4.3 Phase Current Imbalance

The primary concern of imbalanced loading between phases of a circuit is the resulting unbalanced phase voltages. Unbalanced voltages can cause additional negative sequence currents to circulate in three-phase motors. This negative sequence current can lead to motors overheating. Load imbalance also causes excessive neutral currents, which can cause increased system losses and can affect ground relaying.

Because system loads are continually changing, and since single-phase loads are present on each feeder, it is nearly impossible to achieve perfect phase balance. During high load conditions we recommend a policy of monitoring phase imbalance on each feeder. If the imbalance on any feeder exceeds 15%, loading should be transferred between phases to reduce imbalance to 10% or below. System balance may fluctuate seasonally or with system peaks, but these fluctuations should not be excessive if the policy above is followed.

Based on the field system reading on January 26, 2024, the imbalance percentages for the three substations are given in Table 6-20. For all three substations, although some feeders have

an imbalance range greater than 10% but less than or equal to 15%, the overall substation imbalance rates are between 5% and 7%.

Table 6-20: Phase Imbalance of Connected Load, January 26, 2024

Feeder Number	Phase A (amp)	Phase B (amp)	Phase C (amp)	Max Imbalance (amp)	Imbalance (%)
A2000 - Business	166	154	118	20	14%
A2001 - North Main	115	145	161	21	15%
A2002 - Railroad	35	46	48	5	12%
Substation Total	316	345	327	16	5%
M3006 - North Mountain	25	32	29	3	12%
M3009 - Morton	167	134	142	19	13%
M3012 - South Mountain	131	139	121	9	7%
M3015 - Wightman	67	63	57	5	7%
Substation Total	390	368	349	21	6%
K4056 - Hwy 99	155	155	162	5	3%
K4070 - Hwy 66	110	129	102	15	13%
K4093 - East Main	123	145	122	15	12%
Substation Total	388	429	386	28	7%

We recommend that the City monitor the imbalance on all feeders during various load conditions and adjust phasing where feasible to improve overall load balance, with the goal of maintaining imbalance to below 10%. A period of monitoring is necessary following field changes of any feeder to identify the effect of the change on feeder balance. Additionally, phase balance should be considered prior to adding or reconfiguring feeder loads.

Although the phase loading and ampacity imbalance deviations shown above in themselves are not ANSI/IEEE standards violations, these conditions can result in end-of-feeder voltage imbalance that may be in violation of ANSI C84.1 standards. We suggest the City occasionally monitor voltages at the end of lengthy feeders to ensure the electric supply is operating to limit the maximum voltage imbalance to 3 percent when measured at the electric utility revenue meter under no-load conditions.

Chapter 7 POWER FLOW ANALYSIS

7.1 METHOD

The City of Ashland electric distribution system was modeled based on the following data:

- The City's distribution system maps and data compiled during the study process including updated records of conductor type, size, and phasing; transformer locations, kVA ratings and phase connections; fuse locations and ratings; switching and sectionalizing schemes; capacitor devices with ratings and connection type; and switch location and status.
- BPA point-of-delivery meter data and Ashland SCADA data for the system, substations, feeders, and large industrial/commercial/irrigation loads.
- All distribution transformers (connected loads) and their kVA ratings, entered as the corresponding load type in the analysis database. These connected loads were scaled to match the total feeder load in the model to the historical peak feeder demands.
- The most recent coincidental feeder and system peak demand of 45.9 MW from June 2021 was used as the Base Case Peak Load criteria, Case 1A.
- Case 1B is the Base Case Light Load. Data from recent years was examined, and a system load of 31.8 MW was modeled to create the conditions from January 2019.
- In the ten-year growth case, Case 2A, a system peak demand of 49.3 MW was modeled based on the load forecast projections in Chapter 3. Allocations of additional kVA are detailed in Section 7.1.2 of this chapter.
- In the twenty-year growth case, Case 2B, a system peak demand of 53 MW was modeled based on the load forecast projections from Chapter 3.
- To assess the loss of a substation transformer, the system was modeled under Base Case (1A) conditions with each substation power transformer individually removed from service and its load transferred to adjacent substation feeders. These transformer out-of-service models are evaluated and identified as Case 3A, Case 3B, Case 3C and Case 3D analyses.
- To assess the loss of a feeder, the system was modeled under Base Case (1A) conditions with each feeder circuit removed individually from service and its load transferred to adjacent feeder circuit(s). These feeder out-of-service models are evaluated and identified as Case 4 analyses (Case 4A to Case 4G).
- The observed feeder power factor varies from 0.98 to 0.997. A conservative load power factor, 0.98, was used in the model for all cases.
- BPA's voltage schedules for this area and surrounding regions are typically 117 kV to 119 kV with a 2 kV band. This system has been modeled with BPA voltage at LOW or 117 kV and all voltage regulators and LTC at a voltage set point of 123V (+2.5%) on a 120V base, as most of the cases consider historical or forecasted peak demands.

Power flow analysis was conducted based on the above data. A printout of the Milsoft model can be found in Appendix D. Analysis was performed with major load peak data and the spot feeder loads scaled as necessary to simulate historic peak demand conditions unless otherwise stated. Some loads were distributed across the various system sections proportionally to

simulate peak conditions. Table 7-1 lists the City's major energy users (peak demand ≥ 50 kW) with their peak consumptions from 2022 to 2023. These loads and all smaller transformers were linearly scaled accordingly in the model to establish different cases described in this Chapter.

Table 7-1: Largest Industrial/Commercial Accounts, Peak Demand ≥ 50 kW, 2022 to 2023

Client	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Bards Inn	43.2	34.8	48	61.2	51.6	55.2	58.8	60	60	60	60	39.6
City Of Ashland	41.12	47.68	40.44	50.24	50.4	51.68	58.76	54.08	52.48	39.6	39.68	39.68
City Of Ashland	34.8	90.7	90.7	37.6	31.2	34.8	31.6	34	32.4	32	33.2	34.4
City Of Ashland	86.7	27.2	31.2	32.4	23.2	25.2	25.2	8	6.84	6.72	6.52	6.4
City Of Ashland, Sewage Disposal Plant	512.7	512.7	569.1	524.7	524.7	524.1	544.5	544.5	525.3	520.8	514.2	497.1
Darex Llc	115.8	104.6	73.6	57.2	57.8	57.4	60.8	59.2	63.2	78.6	93.6	90
Historic Ashland Armory	76.08	67.2	50.64	46.8	32.52	43.68	46.32	42.72	28.56	54.6	54.24	70.92
Mix	65.44	65.2	64	65.52	57.08	57.8	57.92	59.56	60.28	58.44	60.04	60.8
New Horizons Woodworks	64.4	64.4	67.2	67.2	68.6	68.6	67.4	67.7	68.2	64.1	64.4	60.7
OSFA	100.36	100.72	88.56	80.16	67	82.8	81.52	86.52	90.44	98.12	102.64	100.76
OSFA	64.4	64.4	66.8	66.8	170	164	35.6	56.8	50.8	55.6	55.6	65.6
OSFA	162	174	156	164	22	43.2	43.2	40	52	134	120.64	122.88
Pacific Rental Properties	57.24	56.16	43.36	52.96	63.36	57.12	50.72	55.64	50.56	38.68	33.92	38.56
Parks Dept Ice Rink	0.8	0.8	0.8	103.2	48	47.2	43.2	0.8	0.8	0.8	0.8	0.8
Plaza Inn & Suites	110	104	82	104	112	102	102	102	82	102	98	124
Standing Stone Brewing Co.	28.88	24.88	15.12	11.76	13.04	11.12	11.6	12.88	13.68	15.76	21.52	26.32
Standing Stone Brewing Co.	28.88	24.88	15.12	11.76	13.04	11.12	11.6	12.88	13.68	15.76	21.52	26.32
Ashland Public Schools	159.2	159.2	170.4	183.2	241.6	202.4	240	233.6	132.8	132.8	132.8	132.8
Deja Vu	26.3	11.1	3.2	4.3	4.1	4	4.9	4.1	10.8	38.5	28.1	49.7
Hillside Inn	22	22.8	42	42	48	51.2	51.2	51.2	51.2	51.2	51.2	51.2
Market Of Choice #11	166	161.6	157	143.8	148.4	144.6	138.4	144.2	147.6	160.6	158.4	163.6
National Fish & Wildlife	352.4	301.6	245	248.6	225.8	215.6	201	230.8	267.6	278.6	324.6	366.8
Science Works	50.72	49.76	50.72	50.08	55.68	52	53.76	55.36	56.8	78.24	78.72	88
Oak St. Tank & Steel	38.08	43.52	50.4	49.6	46.08	45.6	44	43.68	45.6	45.76	43.52	29.6
Ashco Inc	52.8	52.8	53.4	35.4	31.2	35.4	2.94	41.4	47.4	47.4	47.4	113.4
Ashland Ymca	142.4	112	80	80	80	76.8	76.8	80	96	110.4	136	147.2
Ashland Ymca	60	53.6	38.4	38.4	39.2	39.2	40	37.6	48	51.2	63.2	68
Ashland Automotive, Inc	51.2	51.2	51.2	51.2	51.2	51.2	51.2	51.2	51.2	51.2	51.2	51.2
Holiday Inn Express	80	80	80	80	84	84	84	84	56	54	68	72
Taco Bell #1683	53.64	46.2	41.4	32.34	32.16	32.58	31.26	35.58	40.26	40.62	46.38	47.28
Caldera Brewing Co	151	161.5	135	112.5	123	119	115.5	123.5	120.5	130	153.5	137.5
Ashland Shop N Kart	101	94.9	100.3	66.8	53	53.4	57.4	53	84.3	97.7	98.9	104.7
Ashland Shop N Kart	98.4	99.2	96.48	99.2	103.68	98.88	98.08	107.36	99.36	99.52	100.16	99.68
Bi Mart	100.4	90.4	62	46.4	61.6	62.8	62.8	72.8	100	92	98	114.8
Albertsons Inc #573	258.4	227	213.8	203.8	201.4	202.2	207.4	207.4	236.4	236	243.6	249.2
OHRA	40.16	36.48	36.16	47.68	53.44	50.4	51.04	49.28	40.64	30.56	36	40.64
Yerba Prima	59.2	51.6	55.2	52	52	63.2	63.2	61.2	61.2	61.2	66.8	60.8
Windsor Inn	64.48	57.76	51.2	95.2	89.76	84.32	84.64	87.36	69.6	45.44	62.4	62.24
Scottish Inns	34.04	28	22.08	37.92	39.8	36.76	51.2	39.48	25.6	23.8	30.08	29.4
Wen Oregon, Llc	57.04	54.96	48.88	40.16	39.76	40.32	37.36	40.16	53.6	47.68	49.28	52.48
Tpi/Rite Aid, Store # 5385 1408	110.16	88.32	54.72	53.6	54.08	55.36	54.72	53.6	91.44	91.44	100.4	106.72
Donald E Lewis Retirement Center	7.6	7.6	8	13.2	116	11.6	11.6	15.6	10	116	11.6	7.6
El Paraiso Mexican Cuisine	60.8	60.8	60.8	60.8	31.2	31.2	26.4	34.8	52.4	52	54.8	56.8
Adroit Construction	36.8	33.6	50.4	60.8	61.6	62.4	62.4	62.4	62.4	62.4	62.4	39.2
Ashland Public Schools	179.8	151.8	132.8	126.2	95.8	104	96.6	94.8	170	147	187.6	155.2
Blackstone Audio, Inc	47.6	44	38	35.2	35.2	32.8	34.4	40.8	45.6	45.6	49.2	50.4
Blackstone Audio, Inc	54.92	53.52	50.28	50.2	52.72	43.72	48.96	49.44	48.6	52	54.24	54.04
City Of Ashland	26.32	50.4	48	48	51.2	48	48	48	19.84	21.12	48	51.2
Sbd Opco Company, Llc	51.6	51.6	52.8	52.8	62	66.4	54	54	54	60.4	60.4	48
Sbd Opco Company, Llc	63.6	54.6	58.2	67.2	82.8	75.6	60.6	60	56.4	69	58.2	77.4
Alexis Packer	52.96	41.96	42	43.36	41.6	43.28	41.64	45.28	45.4	48.12	52.84	52.84
Ashland Food Cooperative	150.64	129.04	108.96	102.72	104.96	101.68	104.88	103.12	136	124.56	132.08	144.24
Ashland Public Schools	193.2	183.96	193.08	205.08	198.36	201	199.56	193.68	190.56	191.76	147.24	156.24
Ashland Public Schools	105.2	96	81.76	78.32	76.16	76.4	74.96	75.36	80.88	85.84	86.16	89.36
Ashland Public Schools	122	132	132	132	110	120	138	140	158	190	156	190
Ashland Public Schools	128.9	103.7	70.1	0.9	0.9	0.9	0.9	65.4	77.4	74.5	80.7	118.6
Ashland Public Schools	44.4	18	18	18	20.4	24	24	48	36	36	36	54
Ashland Public Schools	122	132	132	132	110	120	138	140	158	190	156	190
Centurylink, Inc.	148	136	134	130	130	128	128	146	174	236	236	236
City Of Ashland	37.6	37.6	37.6	136.7	136.4	134	129.5	133.7	133.7	112.7	86.7	86.7
Cropper Medical	50.9	52.066	56.374	48.621	58.069	56.268	54.669	46.007	48.65	44.291	40.917	43.989
Ilene Rubinstein	42.4	42	48	59.6	59.2	60	53.6	53.2	53.2	53.2	53.2	43.2

Client	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Safeway Stores Inc. #4292	200.7	177	157.5	161.7	156.6	145.8	157.5	188.4	174	198.6	231.6	205.5
Stratford Inn	60.72	60.72	68.04	70.2	70.2	67.2	68.04	68.04	65.16	80.04	80.04	68.4
Asante	82.2	102.1	96.5	88.4	77.7	86.5	75.8	88.1	75.7	81.3	94.5	83.4
Linda Vista-Prestige Care	108	84	84	66	72	72	72	72	96	96	96	108
Maple Ridge Senior Living	140	138	144	180	188	186	190	174	180	180	180	180
Southern Oregon Chiropractic	96.4	96.4	96.4	96.4	96.4	96.4	96	96.4	96.4	96.4	96.4	96.4
William Epstein	62	51.48	50.76	47.08	47.32	44.04	49.04	48.8	46.28	56.44	53.44	57.08
Ashland Assisted Living Llc	154.4	140.8	117.6	139.8	141	151.2	143.8	143.6	121.2	117	130.4	136.8
Cpm Real Estate Services Inc.	41.77	44.98	45.6	50.29	51.28	51.97	53.03	53.03	52.64	47.56	41.5	46.15
Cpm Real Estate Services Inc.	49.6	30.4	24	25.6	27.2	25.6	25.6	25.6	24	33.6	60.8	52.8
Mountain Meadows Homeowners Assoc	84	72	66	76	84	84	72	64	72	72	86	76
Parks Dept	58.4	58.4	58.8	58.8	0.4	0.4	58.4	58.4	58.4	58.4	58.4	0.4
OSFA	53.4	53.4	53.4	53.4	53.4	53.4	31.56	31.32	33.48	37.92	53.76	53.4
Varsity Theatre	48	48	44	28	30	30	30	48	52	54	56	60
OSFA	108.64	114.08	105.12	108.48	98.6	68.96	87.2	98	105.6	107.6	140	140
Ashland Springs Hotel	196.8	191.6	164.4	175.6	170	166.4	160	174.8	181.8	190.8	196	208.6
Ashland Springs Hotel	202.8	173.6	224.4	277.6	277.6	267.2	250.8	240	188.8	214.8	240.4	244
Ashland Springs Hotel	20.2	20.2	16.2	16.8	16.6	15.6	15.4	15	18.8	191.8	212.2	203
OSFA	71.2	76	76	76	47.2	30.4	110	104	134	60	68	32
Domestic Solutions Llc.	20.4	20	20	22	16	16	10	11	14	19	16.8	140
Jackson County Library District	72.8	72.8	72.8	72.8	64.8	64.8	64.8	64.8	64.8	59.2	61.6	61.92
Ev Charging Solutions, Inc	7.12	7.16	7	3.68	7.12	6.96	7.12	57.36	49.72	7.16	54.36	58.84
Ashland Elks Lodge #944	50.16	39.92	30.48	33.28	28.88	33.52	31.88	42.68	48.56	46.04	52.68	46.88
SOU	65.28	65.28	66.24	76.48	74.24	75.52	84.4	84.4	60.16	76	76.48	76.48
SOU/Physical Plant Department	902.4	828	861.6	880.8	849.6	873.6	900		892.8	871.2	878.4	844.8
Vishal Patel	48	38.4	58.8	57.6	57.6	61.2	67.2	67.2	67.2	50.4	54	54
City Of Ashland, Electric Dept-Tracking	200.4	193.5	155.7	156.3	171	167.1	160.5	155.1	149.7	160.8	176.7	183.9
City Of Ashland, Service Ctr	32.76	96.72	123.72	123.72	123.72	123.72	147.6	147.6	147.6	147.6	147.6	36
City Of Ashland	52	24.6	20.36	18.36	19.96	19.72	19.2	19.08	32	32	19.44	23.48
Hull Properties	116.8	109.76	114.88	151.68	177.44	172.8	173.76	184.48	167.2	102.08	100.8	108.48
Lachlan Scotland	73.2	73.2	73.2	73.2	50	37.2	46.8	59.6	64	70.8	86	61.2
Lachlan Scotland	123.4	110	102.6	123.2	108.6	78.8	119.4	139.2	145	144	145.8	137
OSFA	128.4	138	114.8	96.2	68.16	77.8	51.2	55.52	54.72	54.24	115	117.4
Sou/Physical Plant Department	1322.4	1216.8	1075.2	496.8	504	463.2	482.4	484.8	928.8	1046.4	1111.2	1012.8
Sou/Physical Plant Department	861.6	837.6	828	756	758.4	756	712.8	679.2	708	727.2	744	744

7.1.1 Evaluation Criteria

The following electrical criteria were used in power flow analysis.

- Overvoltage: >105%
- Undervoltage: <95%
- Overload: >100% equipment capacity
- Overload warning: >=90% and <=100%

Service voltages should be maintained in the acceptable range per ANSI C84.1 as discussed in Section 6.3.2. Equipment running above its rated capacity is considered an overload and is recommended to be upsized. Equipment identified as an overload warning is recommended to be monitored and considered in the future improvement plan.

7.1.2 Power Flow Result Understanding

In general, caution should be practiced when interpreting system problems indicated by the power flow analyses. Power flow results typically identify system problems such as heavily loaded or overloaded conductors and undervoltage conditions. The modeled conditions are the result of analysis under peak or other 'worst case' conditions that may be considered extreme. The goal is to evaluate system operation under realistic worst-case conditions. We recommend that where problems are noted, the City should verify that the actual system components and conditions support the analysis conclusions.

Also, as with any model, the results will only be as accurate as the data used. For example, conductor sizes and materials, system component phasing, and interconnectivity are modeled using information from the City's distribution system detail maps and correspondence with City staff. If there is inaccuracy in the map compilation or any parameter of the data characteristics, there could be inaccuracy in the results.

7.2 POWER FLOW CASE, LOAD ALLOCATION AND RESULTS

NORMAL CONFIGURATION

To evaluate the electric system's capacity and operating concerns in the existing (or normal) system configuration, the following scenarios were analyzed:

7.2.1 Case 1A: Base Case Peak Load

The Base Case Peak Load power flow analysis was performed under the most recent peak load conditions. Based on load data from BPA metering system, a coincident demand of 45.9 MW occurred on June 28, 2021. The modeled loads for Ashland Substation, Mountain Avenue Substation, and Oak Knoll Substation are approximately 14.3 MW, 14.2 MW, and 17.6 MW consecutively, based on the distribution system loading. The PacifiCorp-owned Ashland Substation and Oak Knoll Substation have separate feeders for PacifiCorp's customers. At the same time during the historical peak in 2021, the estimated PacifiCorp loads in Ashland Substation and Oak Knoll Substation are approximately 4.3 MW and 5.5 MW, which was modeled to evaluate the substation transformers. This power flow model evaluates the system in its normal configuration with each substation serving its own feeders.

The feeder loading (kW) and power factor from the power flow results of Case 1A are summarized in Table 7-2. The results of this analysis indicate that there are no conductor and transformer overload problems or bus voltage problems for the majority of the City's electric system.

Table 7-2: Case 1A Power Flow Details

Feeder Load	kW	PF (%)	Amps
A2000 – Business	6,321	98.0	291.4
A2001 – North Main	6,192	97.7	286.1
A2002 – Railroad	1,819	98.0	98.0
M3006 – N. Mountain	985.6	98.9	45.0
M3009 – Morton	5,683	97.9	262.1
M3012 – S. Mountain	5,131	97.5	237.8
M3015 – Wightman	2,403	98.1	110.7
K4056 (5R56) – HWY 99	6,699	97.3	311.1
K4070 (5R70) – HWY 66	4,748	97.8	219.3
K4093 (5R93) – E. Main	6,168	97.0	287.3
Ashland System Load	kW		
	46,150 ^(a)		
Substation Load	kW		
AS Transformer	18,795 ^(b, c)		
MAS Transformer	14,267		
OKS Transformer T1	12,265 ^(b, c)		
OKS Transformer T2	10,955		

a) System noncoincident peak load is slightly different from the peak load as discussed previously due to scaling factors and system losses.

b) Ashland Substation load includes ~4.3 MW for PacifiCorp.

c) Oak Knoll Substation load includes ~5.5 MW for PacifiCorp.

Feeder backbone voltage profiles based on the power flow analysis for Case 1A are shown in Figure 7-1 to Figure 7-10. The feeder voltages appear to be in acceptable ranges for utility services and reasonably balanced. Depending on the load distribution, some of the backbone fuses, 140K and 100K, along the Ashland/Business feeder are recommended to be monitored, as they may reach their rated capacity.

The estimated peak load in Ashland Substation in this case is only 6% away from the transformer overload rating of 20 MVA. PacifiCorp typically uses 120% of the nameplate rating as their guide for Winter capacity rating, however, the City of Ashland has a Summer peak load pattern. The available summer capacity at Ashland Substation is near capacity and could become underrated with future load growth or extreme weather events.

The transformers at the other two substations appear to have sufficient capacity for the historical peak loads and there is room for future load growth for normal feeder switching configuration.

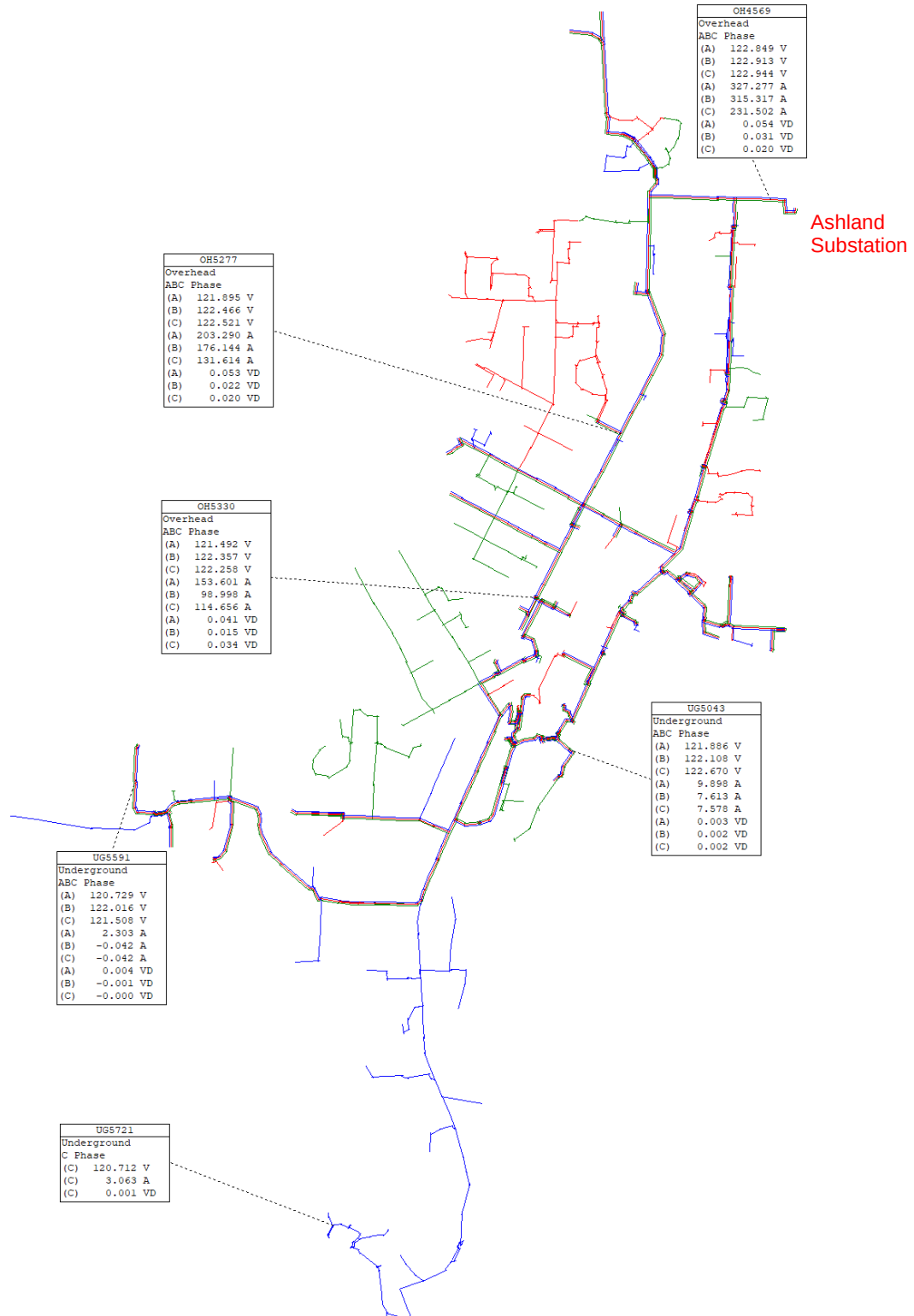


Figure 7-1: Case 1A Voltage Profiles – Ashland Substation / Business Feeder

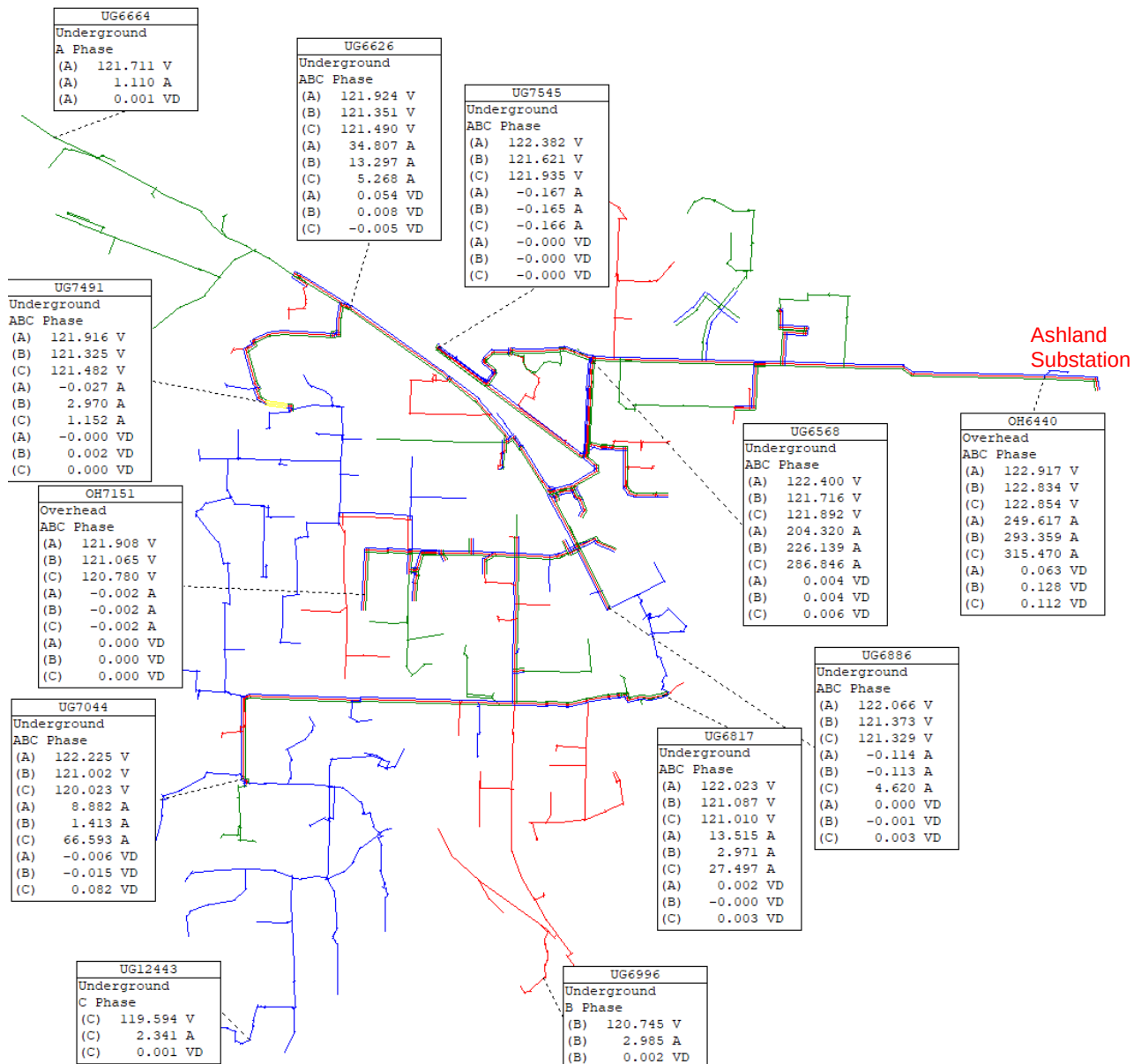


Figure 7-2: Case 1A Voltage Profiles – Ashland Substation / North Main Feeder

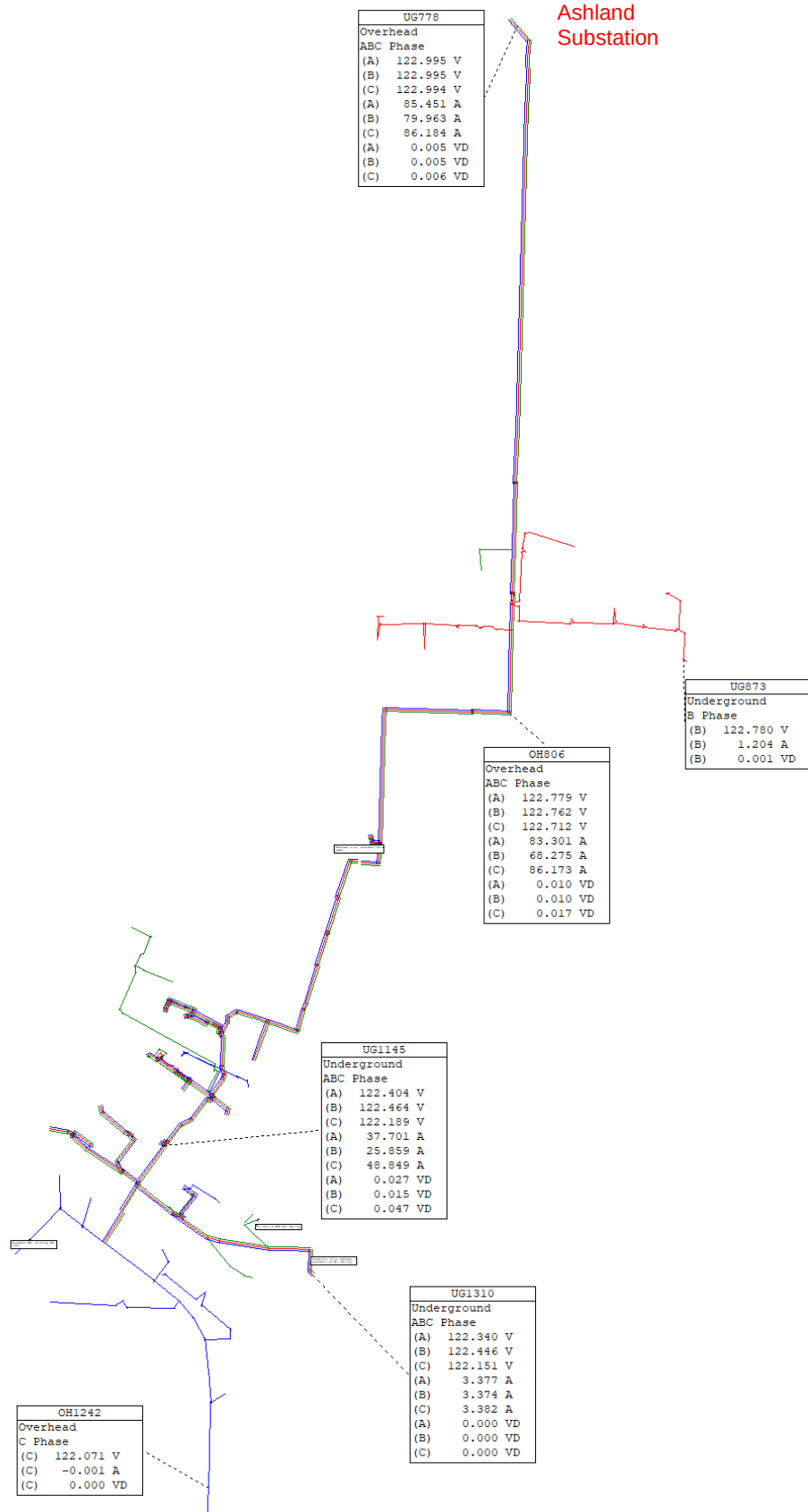


Figure 7-3: Case 1A Voltage Profiles – Ashland Substation / Rail Road Feeder

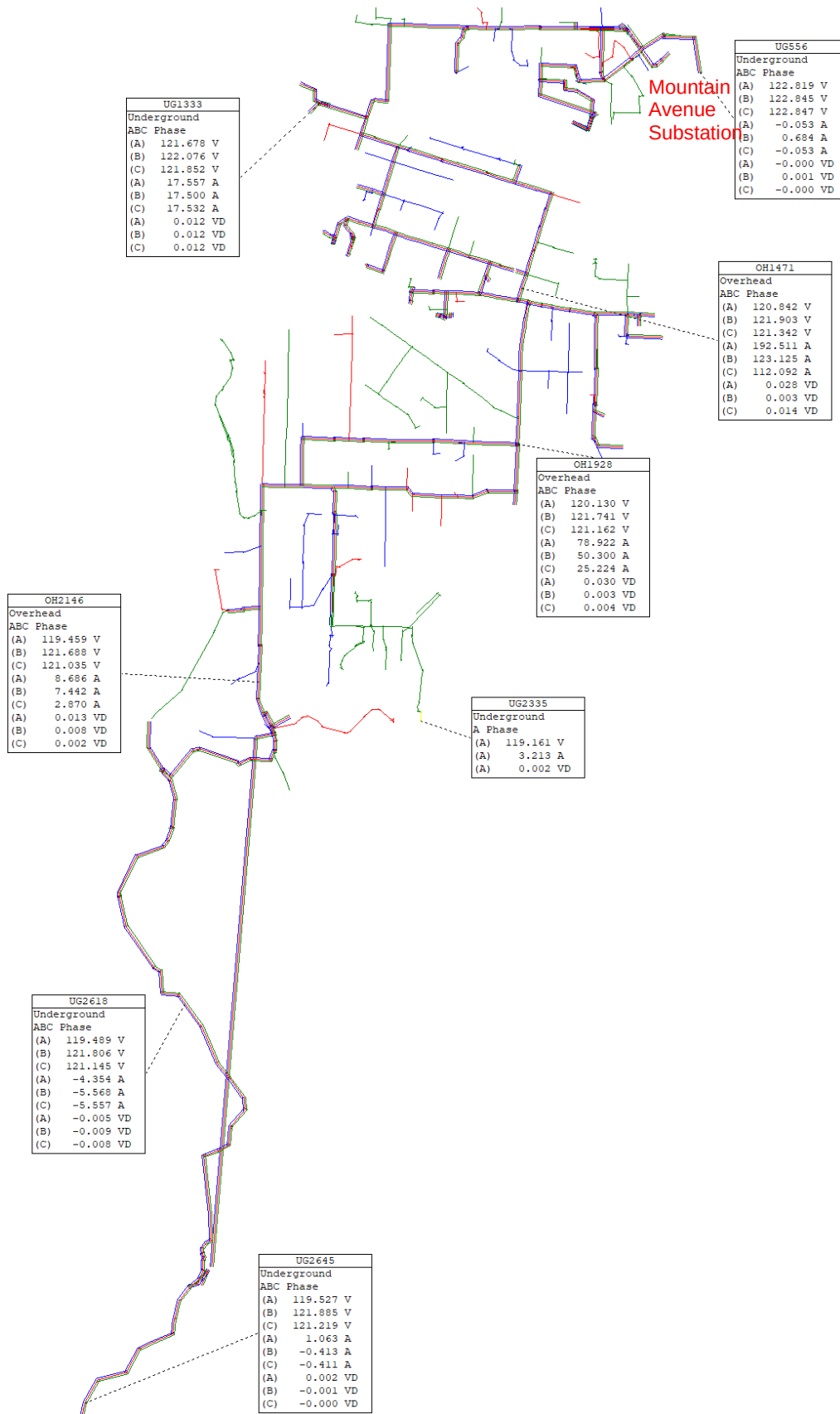


Figure 7-4: Case 1A Voltage Profiles – Mountain Avenue Substation / Morton Feeder

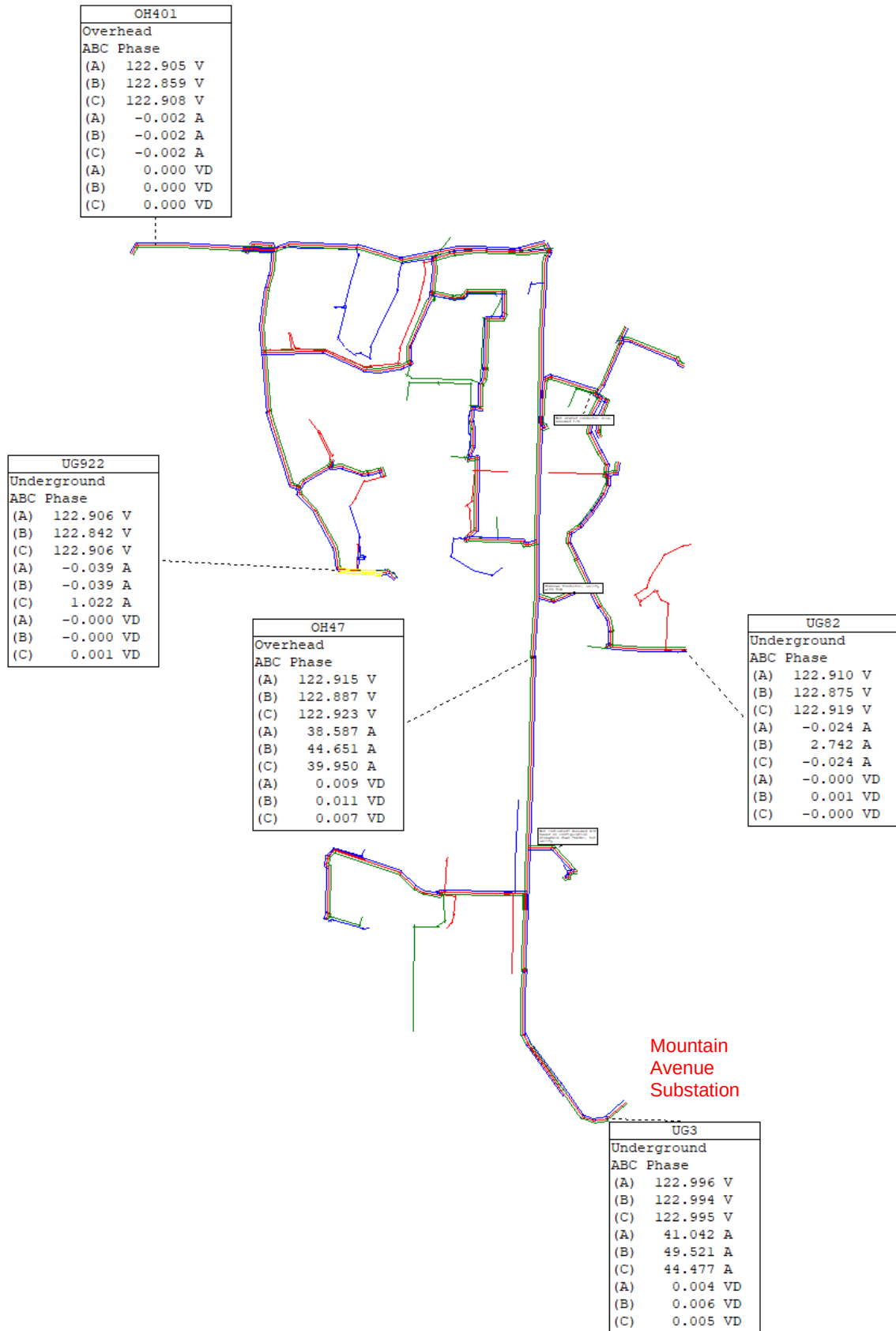


Figure 7-5: Case 1A Voltage Profiles – Mountain Avenue Substation / North Mountain Feeder

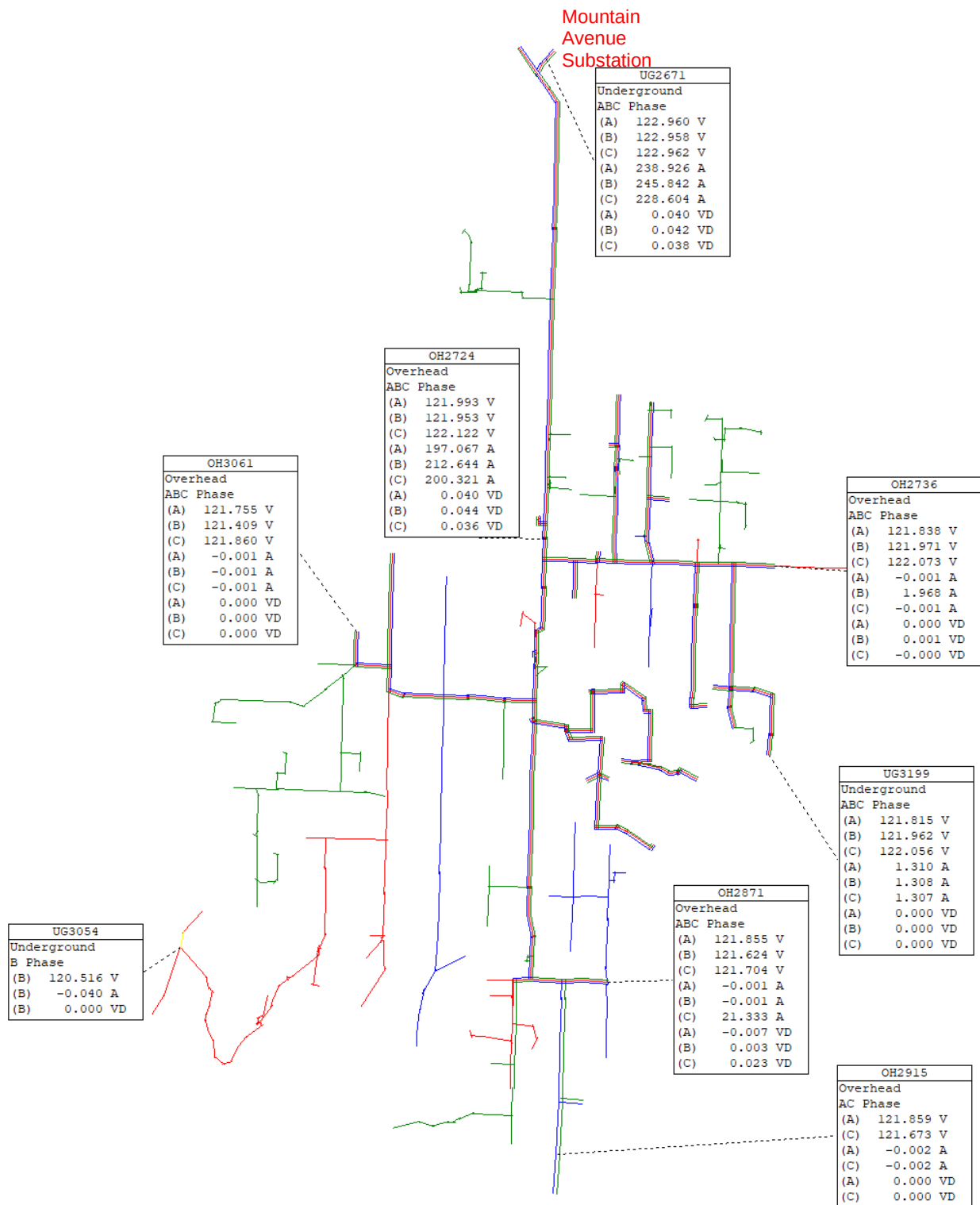


Figure 7-6: Case 1A Voltage Profiles – Mountain Avenue Substation / South Mountain Feeder

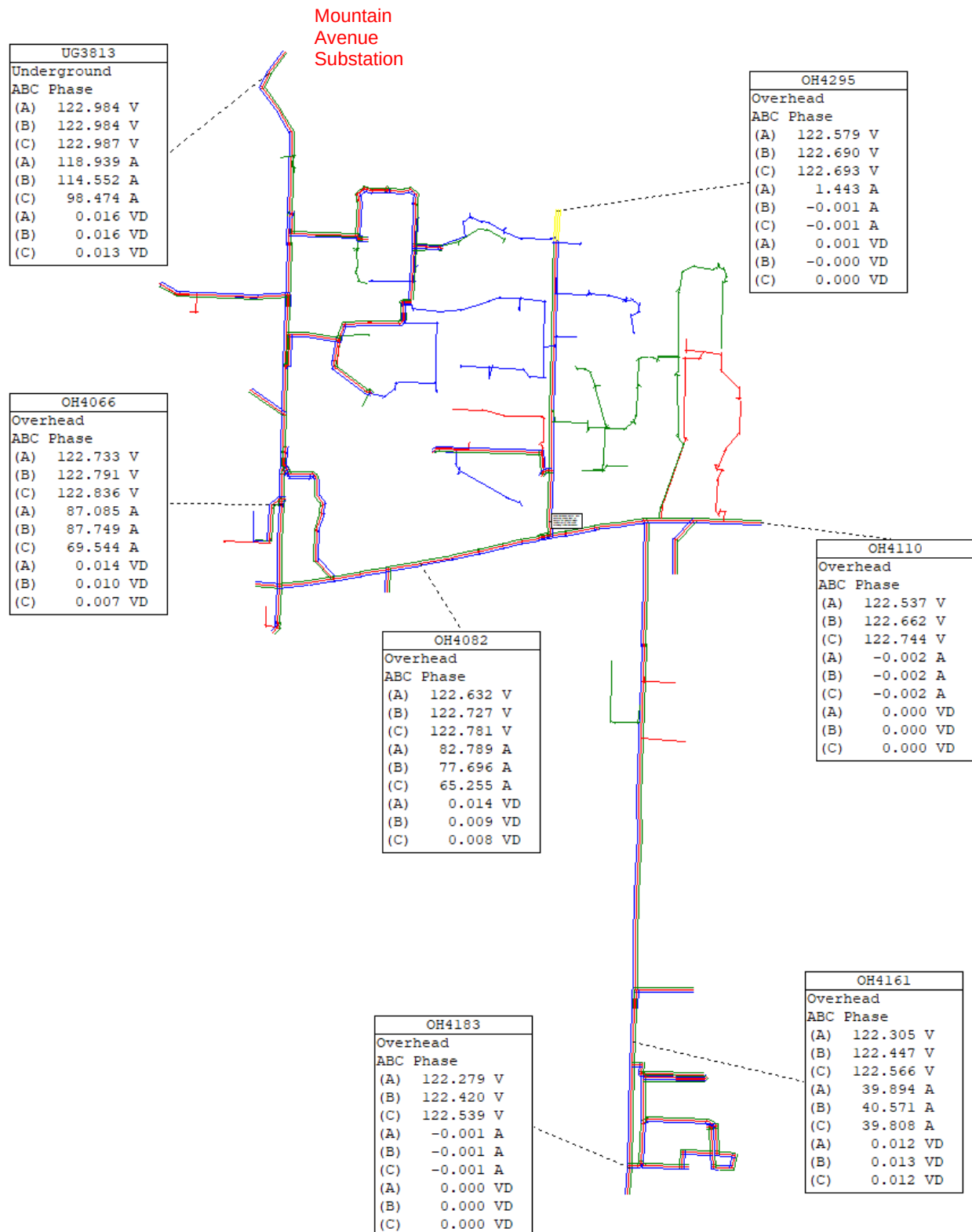


Figure 7-7: Case 1A Voltage Profiles – Mountain Avenue Substation / Wightman Feeder

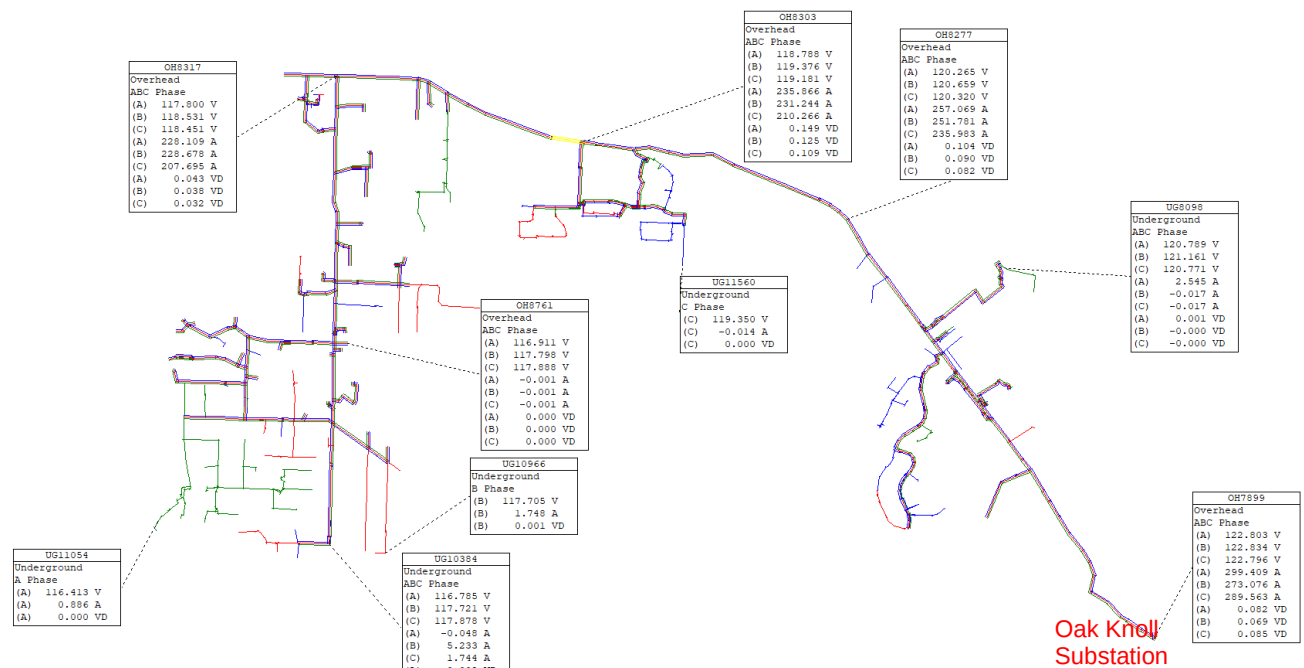


Figure 7-8: Case 1A Voltage Profiles – Oak Knoll Substation / East Main Feeder

At the end of the East Main feeder, Phase A voltage is close to 0.97 pu, which is still acceptable for utility delivery voltages.

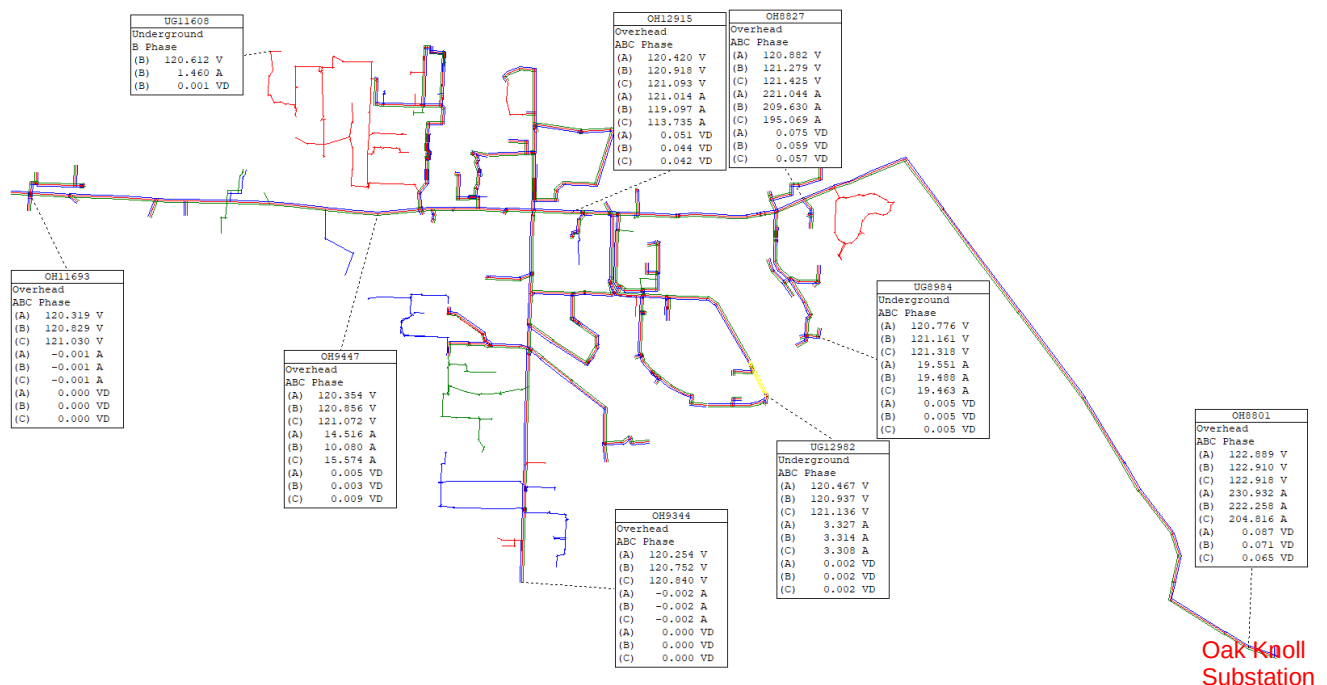


Figure 7-9: Case 1A Voltage Profiles – Oak Knoll Substation / HWY 66 Feeder

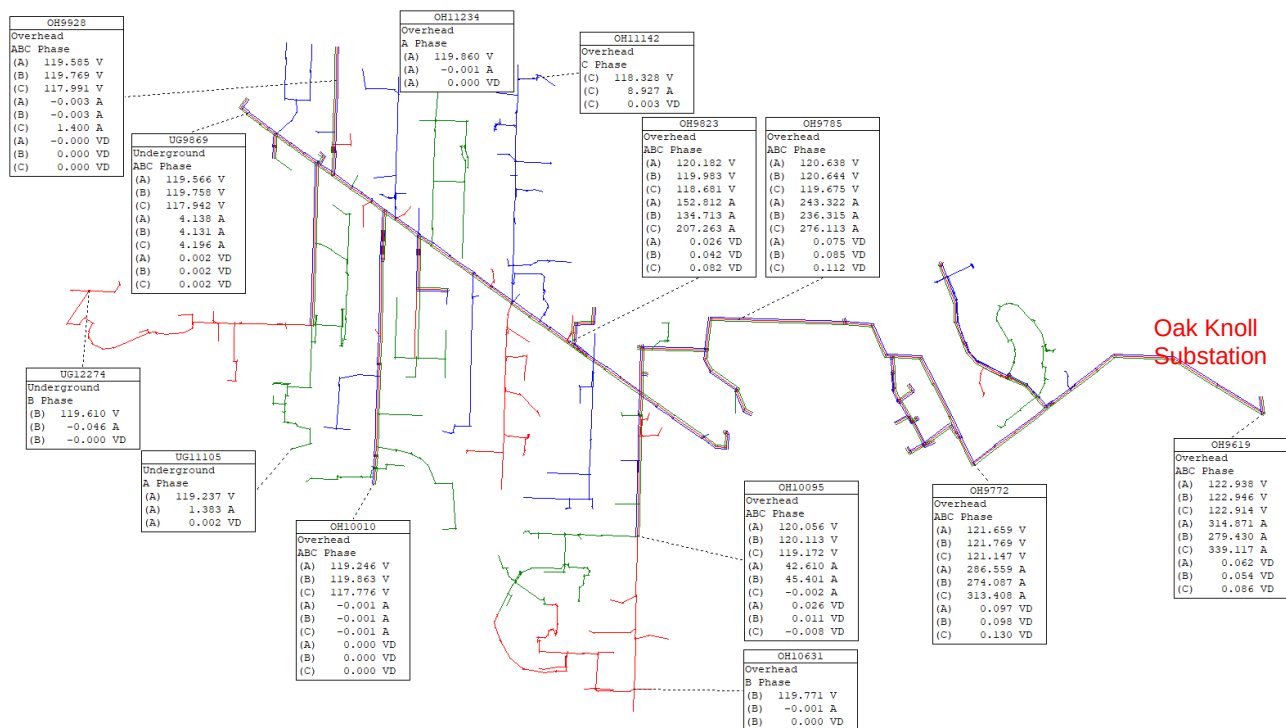


Figure 7-10: Case 1A Voltage Profiles – Oak Knoll Substation / HWY 99 Feeder

7.2.2 Case 1B: Base Case Light Load

To determine representative light load conditions for modeling, we examined the BPA metered demand data from recent years. A system demand of 31.8 MW was modeled based on data from January 2019. Similarly, load was distributed to each feeder using historical observations of BPA load data and the City's records on large customers. Small loads were linearly scaled down to achieve the base case light load level.

The results indicate that there are no conductor and transformer overload problems, or bus over/undervoltage violations. The feeder loading (kW) and power factor from the power flow results of Case 1B are shown in Table 7-3.

Table 7-3: Case 1B Power Flow Details

Feeder Load	kW	PF (%)	Amps
A2000 – Business	4,199	98.2	193.1
A2001 – North Main	4,036	98.1	185.8
A2002 – Railroad	1,192	98.1	54.9
M3006 – N. Mountain	773	99.1	35.2
M3009 – Morton	4,461	98.1	205.4
M3012 – S. Mountain	4,068	97.5	188.4
M3015 – Wightman	1,968	98.2	90.5
K4056 (5R56) – HWY 99	4,246	97.7	196.2
K4070 (5R70) – HWY 66	3,017	98.2	138.8
K4093 (5R93) – E. Main	3,897	97.7	180.2
Ashland System Load	kW		
	31,857 ^(a)		
Substation Load	kW		
AS Transformer	13,812 ^(b, c)		
MAS Transformer	11,310		
OKS Transformer T1	9,787 ^(b, c)		
OKS Transformer T2	6,929		

a) System noncoincident peak load is slightly different from the peak load as discussed previously due to scaling factors and system losses.

b) Ashland Substation load includes ~4.3 MW for PacifiCorp.

c) Oak Knoll Substation load includes ~5.5 MW for PacifiCorp.

7.2.3 Case 2A: Ten-Year Growth Case

The load forecast presented in Chapter 3 calls for an additional 3.4 MW of peak demand growth considering a 0.72% annual growth rate. The modeled allotment of the growth was implemented by linearly scaling up the load profile in the base Case 1A. Adding these loads results in a combined peak load of 49.3 MW distributed as shown in Table 7-4.

No undervoltage or overvoltage violations were observed in the ten-year growth case based on normal regulator bank operation. The substation transformers have sufficient capacity except for the transformer in the Ashland Substation. PacifiCorp customer loading of 4.3 MW and 5.5 MW were considered in Ashland Substation and Oak Knoll Substation respectively, along with their historical last 10 year peaks of approximately 5.5 MW and 9 MW. Considering the assumed load growth and PacifiCorp's loads, the total substation load in Ashland Substation will likely exceed the transformer overload rating of 20 MVA by 5% to 10%. PacifiCorp typically adds 20% to the nameplate rating as their guide for Winter capacity rating, however, it does not compensate for the City of Ashland Summer peak loading pattern.

If PacifiCorp does not upgrade Ashland Substation with a larger transformer or add a second transformer in parallel in the next decade, we recommend the City consider building a new Nevada Substation with a 15/20/25 MVA transformer with the benefits of zero wheeling cost or transformation cost, full control of the substation, improved service reliability and backup capability. With the new substation, the distribution circuits could be reconfigured to extend and pick up portions of Oak Knoll feeders to reduce PacifiCorp dependence and transformation charges at Oak Knoll Substation.

Depending on the load distribution, some of the backbone fuses, 140K and 100K, along the Ashland/Business feeder are recommended to be monitored, as they will likely exceed their rated capacity.

Table 7-4: Case 2A Power Flow Details

Feeder Load	kW	PF (%)	Amps
A2000 – Business	6,904	97.9	318.5
A2001 – North Main	6,638	97.5	306.9
A2002 – Railroad	1,954	97.9	90.1
M3006 – N. Mountain	985.6	98.9	45.0
M3009 – Morton	6,126	97.8	282.8
M3012 – S. Mountain	5,511	97.4	255.4
M3015 – Wightman	2,580	98.2	118.8
K4056 (5R56) – HWY 99	7,212	97.1	335.3
K4070 (5R70) – HWY 66	5,112	97.7	236.3
K4093 (5R93) – E. Main	6,640	96.8	309.8
Ashland System Load	kW		
	49,663 ^(a)		
Substation Load	kW		
AS Transformer	19,982 ^(b, c)		
MAS Transformer	15,276		
OKS Transformer T1	12,784 ^(b, c)		
OKS Transformer T2	11,796		

- a) System noncoincident peak load is slightly different from the peak load as discussed previously due to scaling factors and system losses.
- b) Ashland Substation load includes ~4.3 MW for PacifiCorp.
- c) Oak Knoll Substation load includes ~5.5 MW for PacifiCorp.

7.2.4 Case 2B: Twenty-Year Growth Case

Combined with the load additions for the previous growth case and the same growth rate, the Load Forecast presented in Chapter 3 calls for an additional 3.7 MW of peak demand growth for the twenty-year analysis. Similarly, the modeled allotment of the growth was implemented by linearly scaling up the load profile in Case 2A. Adding these loads results in a combined peak load of 53 MW distributed as shown in Table 7-5.

No undervoltage or overvoltage violations were observed in the twenty-year growth case based on normal regulator bank and operation. As expected, the 20-year growth case results show that the observed concerns noted for Case 2A will be further worsened. Some smaller-sized transformers could likely reach their rated capacity (between 90% and 100%) if not overloaded.

Table 7-5: Case 2B Power Flow Details

Feeder Load	kW	PF (%)	Amps
A2000 – Business	7,429	97.9	342.9
A2001 – North Main	6,380	97.7	295.0
A2002 – Railroad	2,099	97.9	96.9
M3006 – N. Mountain	1,147	98.8	52.5
M3009 – Morton	6,255	97.8	288.8
M3012 – S. Mountain	5,925	97.4	274.8
M3015 – Wightman	2,836	98.0	130.7
K4056 (5R56) – HWY 99	7,752	97	360.8
K4070 (5R70) – HWY 66	5,494	97.7	254.1
K4093 (5R93) – E. Main	7,148	96.6	334.0
Ashland System Load	kW		
	52,500 ^(a)		
Substation Load	kW		
AS Transformer	20,404 ^(b, c)		
MAS Transformer	16,247		
OKS Transformer T1	13,31 ^(b, c)		
OKS Transformer T2	12,694		

a) System noncoincident peak load is slightly different from the peak load as discussed previously due to scaling factors and system losses.

b) Ashland Substation load includes ~4.3 MW for PacifiCorp.

c) Oak Knoll Substation load includes ~5.5 MW for PacifiCorp.

SECTIONALIZED CONFIGURATIONS

To evaluate the electric system's switching flexibility during outage conditions, sectionalized power flow cases were performed under the Base Case (Case 1A) loading, 45.9 MW. The following scenarios were analyzed:

- Individual substation transformer outages and substation outages
- Individual distribution feeder outages

7.2.5 Loss-of-Transformer Cases

Cases 3A to 3D modeled the base case as a sectionalized system under peak load with each substation power transformer source out-of-service, and its load transferred accordingly. For each loss-of-substation transformer scenario, the system is configured as identified in Table 7-6.

Case 3A Ashland Substation Transformer Out-Of-Service

The following system switching was modeled to simulate the necessary switching and transfer of Ashland substation load to other substation transformers.

- Close SW-1073 to tie A2001 to A2000, close SW-1064 to serve both A2000 and A2001 from M3006.
- Close SW-1068 to serve A2002 from M3009.

With the switching detailed above, all Ashland Substation load is transferred to Mountain Avenue Substation feeders. The Mountain Avenue Substation transformer is heavily overloaded to ~160% of the nameplate fan-cooled overload capacity. Configuring the system as described will significantly reduce the transformer's service life. In addition, the existing protection settings (typically 150%) would likely trip the transformer off-line. Similarly, the 3-phase voltage regulator will be overloaded. The North Mountain feeder would be required to serve approximately 13.8 MW of load, and segments of conductor along the North Mountain feeder would be at capacity or overloaded as described below:

- The main 750 kcmil UG getaway will be loaded to 130% of capacity, 13.82 MW vs. 10.58 MW rating.
- The main 556 kcmil AAC overhead cables will be loaded to 109% of capacity, 13.69 MW vs. 12.61 MW summer rating.
- The section of 750 kcmil UG cable between E6603 and E8601 is overloaded to 121% of capacity, 12.77 MW vs. 10.58 MW rating.
- The section of 336.4 kcmil AAC overhead cable connecting M3006 to the Ashland Substation circuits is loaded to 138% of capacity, 12.61 MW vs. 9.11 MW summer rating.

Based on the above, Mountain Avenue Substation does not seem to have sufficient capacity to back up the City's peak loads supplied by Ashland Substation. The backbone circuit capacity for North Mountain feeder is not rated for a total of 13.8 MW of loads. The City will have to make significant upgrades (i.e., installing a second transformer in parallel) at the Mountain Avenue Substation and its feeder to make the 100% backup feasible for peak conditions.

Table 7-6: System Sectionalizing Analysis - Single Transformer Bank Outage

Case	Substation & Feeder	Peak Load (kW)	Sectionalized Peak (kW)	Sectionalized Peak (kW)	Sectionalized Peak (kW)	Sectionalized Peak (kW)
Case 3A	Ashland Substation	18,795	AS XFMR Out of Service ^(a)	31,008	18,795	18,795
	A2000 - Business	6,321	To M3006	12,490	6,321	6,321
	A2001 - North Main	6,192	To M3006	6,192	6,192	6,192
	A2002 - Railroad	1,819	To M3009	7,531	1,819	1,819
Case 3B	Mountain Avenue Substation	14,267	28,908	MAS XFMR Out of Service	14,267	14,267
	M3006 - N. Mtn	985.6	13,844	To A2000	985.6	985.6
	M3009 - Morton	5,683	7,530	To A2002	5,683	5,683
	M3012 - S. Mtn	5,131	5,131	To A2000	5,131	5,131
	M3015 - Wightman	2,403	2,403	To K4093	2,403	2,403
Case 3C	Oak Knoll Substation	23,226	23,226	25,819	OKS XFMR K1 Out of Service	
	K4056 - HWY 99	6,699	6,699	6,699	To XFMR K2	
	K4070 - HWY 66	4,748	4,748	4,748	---	
	K4093 - E. Main	6,168	6,168	8,745	---	
Case 3D	Oak Knoll Substation	23,226	23,226	25,819	23,295	OKS XFMR K2 Out of Service
	K4056 - HWY 99	6,699	6,699	6,699	6,699	---
	K4070 - HWY 66	4,748	4,748	4,748	4,748	To XFMR K1
	K4093 - E. Main	6,168	6,168	8,745	6,168	To XFMR K1

a) PacifiCorp load is not included in the load transfer analysis.

Case 3B Mountain Avenue Substation Transformer Out-Of-Service

The following system sectionalizing was modeled to simulate the necessary switching and transfer of Mountain Avenue substation load to other substation transformers.

- Close SW-1062 to tie M3006 and M3012, and close SW-1064 to feed M3006 and M3012 from A2000.
- Close SW-1068 to feed M3009 from A2002.
- Close SW-1051 to feed M3015 from 5R93.

With the sectionalizing described above, the Ashland Substation transformer and regulators are severely overloaded to 173% and 130%, respectively, of nameplate fan-cooled capacity under peak loading with Mountain Avenue Substation out-of-service. The transformer at Oak Knoll Substation seems to be sufficient. No additional overload or low voltage conditions are encountered with normal regulator operations.

If the City desires to pursue a 100% backup, significant upgrades will be required at Ashland Substation, or the development of a new City-owned Nevada Substation as discussed under Section 7.2.3.

Case 3C Oak Knoll Substation Transformer K1 Out-Of-Service

When Transformer K1 (12/16/20 MVA) is out of service, Transformer K2 (15/20/25 MVA) needs to support 23.3 MW (or 24.8 MVA) of load, which is just below the nameplate overload rating. No additional overload or low voltage conditions are encountered with normal regulator operations.

Case 3D Oak Knoll Substation Transformer K2 Out-Of-Service

When Transformer K2 is out of service, Transformer K1 needs to support 23.4 MW (or 25.4 MVA) of load, which is about 27% above its nameplate overload rating. The LTC within this transformer can maintain all the service voltage to acceptable ranges.

7.2.6 Loss-of-Substation Cases

Case 3A and Case 3B are essentially the cases for loss of Ashland substation and loss of Mountain Avenue Substation. As discussed above, loss of either substation at peak load will result in severe transformer overload conditions at other substations, which would risk accelerating the loss-of-life on transformers and cables. The level of overload may not be allowed by typically thermal overload protection, which indicates the City might not have a sufficient backup during peak load conditions as discussed.

When Oak Knoll Substation is out (or loss of the two transformers), the Oak Knoll feeders will have to be supported by Mountain Avenue Substation based on the substation and feeder locations. However, the transformer at Mountain Avenue Substation (12/16/20 MVA) is expected to be loaded close to 75%, resulting in 5 MW of reserved capacity. It might be enough to support one of the three Oak Knoll Substation feeders, but will not have adequate capacity to be considered a full backup source. Under this condition without a second transformer at Mountain Avenue Substation (as discussed under Case 3B), it is assumed PacifiCorp would utilize their portable transformer(s) to keep the Oak Knoll Substation feeders energized.

7.2.7 Loss-of-Feeder Cases

Cases 4A to 4K modeled the base case as a sectionalized system under peak load with each distribution feeder circuit's source out-of-service, and its load transferred to the adjacent feeder(s) accordingly. For each feeder out-of-service condition, the system is configured as identified in Table 7-7.

Case 4A AS/A2000 Business Feeder Out-Of-Service

Close SW-1073 to feed AS/A2000 from AS/A2001.

A distribution feeder is typically designed with a maximum of approximately 7.5 MW (~340 A) normal operation capacity and 11 MW (~490 A) temporary or emergency rating. After switching, no voltage concerns were observed; Feeder A2001 likely needs to carry 12.7 MW of load, which is 15% above the emergency rating. Additionally, the 750 kcmil AL underground conductors along Vansant Street are expected to have a through load of 11.58 MW during the analyzed peak condition, which exceeds its in-duct rating 9.18 MW (as shown in Chapter 4) by 26%. This won't work for the in-duct cables, and the City will have to feeder a portion of A2000 from another feeder other than A2001 to avoid that.

Case 4B AS/A2001 North Main Feeder Out-Of-Service

Close SW-1073 to feed AS/A2001 from AS/A2000.

After switching, Feeder A2000 is expected to be loaded to 12.6 MW, which is 15% above the emergency rating. No voltage concerns and overloaded conductors were observed in this case.

Case 4C AS/A2002 Railroad Feeder Out-Of-Service

Close SW-1068 to feed AS/A2002 from MAS/M3009.

After switching, Feeder M3009 is expected to be loaded to 7.5 MW. No voltage concerns and overloaded conductors were observed in this case.

Case 4D MAS/M3006 N. Mountain Feeder Out-Of-Service

Close SW-1062 to feed MAS/M3006 from MAS/M3012.

After switching, Feeder M3012 is expected to be loaded to 6.1 MW. No voltage concerns and overloaded conductors were observed in this case.

Case 4E MAS/M3009 Morton Feeder Out-Of-Service

Close SW-1020 to feed MAS/M3009 from MAS/M3015.

After switching, Feeder M3015 is expected to be loaded to 8.1 MW. No voltage concerns and overloaded conductors were observed in this case.

Case 4F MAS/M3012 S. Mountain Feeder Out-Of-Service

Close SW-1062 to feed MAS/M3012 from MAS/M3006.

After switching, Feeder M3006 is expected to be loaded to 6.1 MW. No voltage concerns and overloaded conductors were observed in this case.

Case 4G MAS/M3015 Wightman Feeder Out-Of-Service

Close SW-1051 to feed MAS/M3015 from OKS/K4093.

After switching, Feeder OKS/K4093 is expected to be loaded to 8.745 MW, which is about 17% above the 7.5 MW typical maximum normal operation rating but less than the emergency rating. No voltage concerns and overloaded conductors were observed in this case with voltage regulators at 105% boosting.

Case 4H OKS/K4056 HWY 99 Feeder Out-Of-Service

Close SW-1039 to feed OKS/K4056 from OKS/K4070.

After switching, no voltage concerns were observed with voltage regulators at 105% boosting; Feeder K4070 likely needs to carry 11.8 MW of load, which is 7% above the emergency rating. Additionally, the backbone 336.4 AAC overhead conductors along HWY 66 are expected to be overloaded by 21% (9.72 MW summer rating vs. 11.8 MW). During peak conditions like this, the City may want to consider feeding a portion of K4056 from another feeder other than K4070 to avoid that.

Case 4I OKS/K4070 HWY 66 Feeder Out-Of-Service

Close SW-1039 to feed OKS/K4070 from OKS/K4056.

After switching, no voltage concerns were observed with voltage regulators at 105% boosting; Feeder K4056 likely needs to carry 11.8 MW of load, which is 7% above the emergency rating. Similarly to Case 4H, the backbone 336.4 AAC overhead conductors along Crowson Road and HWY 99 are expected to be overloaded by 21% (9.72 MW summer rating vs. 11.8 MW). During peak conditions like this, the City may want to consider feeding a portion of K4070 from another feeder other than K4056 to avoid that.

Case 4J OKS/K4093 E. Main Feeder Out-Of-Service

Close SW-1051 to feed OKS/K4093 from MAS/M3015.

After switching, Feeder M3015 is expected to be loaded to 8.5 MW, which is about 13% above the 7.5 MW typical maximum normal operation rating but less than the emergency rating. No voltage concerns and overloaded conductors were observed in this case.

Table 7-7: System Sectionalizing Analysis - Loss-of Feeder Outage

Case	Feeder	Peak Load (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)	Sectionalized Peak (kVA)
Ashland Substation ^{a)}		18,630	18,630	18,630	16,810	18,630	18,630	18,630	18,630	18,630	18,630	18,630
Case 4A	A2000 - Business	6,321	A2000 Out of Serv. To A2001 Close SW1073	12,579	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321
Case 4B	A2001 - North Main	6,192	12,723	A2001 Out of Serv. To A2000 Close SW1073	6,192	6,192	6,192	6,192	6,192	6,192	6,192	6,192
Case 4C	A2002 - Railroad	1,819	1,819	1,819	A2002 Out of Serv. To M3009 Close SW1068	1,819	1,819	1,819	1,819	1,819	1,819	1,819
Mountain Ave Substation		14,203	14,203	14,203	16,050	14,203	14,203	14,203	11,843	14,203	14,203	20,432
Case 4D	M3006 - N. Mtn	985.6	985.6	985.6	985.6	M3006 Out of Serv. To M3012 Close SW1062	985.6	6,124	985.6	985.6	985.6	985.6
Case 4E	M3009 – Morton	5,683	5,683	5,683	7,530	5,683	M3009 Out of Serv. To M3015 Close SW1020	5,683	5,683	5,683	5,683	5,683
Case 4F	M3012 – S. Mtn	5,131	5,131	5,131	5,131	6,117	5,131	M3012 Out of Serv. To M3006 Close SW1062	5,131	5,131	5,131	5,131
Case 4G	M3015 – Wightman	2,403	2,403	2,403	2,403	2,403	8,079	2,403	M3015 Out of Serv. To K4093 Close SW1051	2,403	2,403	8,497
Oak Knoll Substation ^{a)}		23,220	23,220	23,220	23,220	23,220	23,220	23,220	25,819	23,220	23,220	17,020
Case 4H	K4056 – HWY 99	6,699	6,699	6,699	6,699	6,699	6,699	6,699	6,699	K4056 Out of Serv. To K4070 Close SW1039	11,796	6,699
Case 4I	K4070 – HWY 66	4,748	4,748	4,748	4,748	4,748	4,748	4,748	4,748	11,801	K4070 Out of Serv. To K4056 Close SW1039	4,748
Case 4J	K4093 – E. Main	6,168	6,168	6,168	6,168	6,168	6,168	6,168	8,745	6,168	6,168	K4093 Out of Serv. To M3015 Close SW1051

a) PacifiCorp load included in substation peak.

Chapter 8 SHORT CIRCUIT ANALYSIS

8.1 METHOD

A short circuit analysis of the Ashland electric system was performed based on the following data:

- Data for the circuit configurations and conductor segment sizes, material types, and lengths as created for the power flow analysis.
- Short circuit fault-current data provided by PacifiCorp and BPA under the configuration conditions noted herein:

Ashland Substation Data from PacifiCorp:

Three-phase Fault MVA at 115 kV = 1106.1 MVA
Single-phase Fault MVA at 115 kV = 829.5 MVA
Impedance $X1/R1 = 7.84$
 $X0/R0 = 8.43$

Oak Knoll Substation Data from PacifiCorp:

Three-phase Fault MVA at 115 kV = 1119.3 MVA
Single-phase Fault MVA at 115 kV = 906.6 MVA
Impedance $X1/R1 = 8.75$
 $X0/R0 = 8.72$

Mountain Avenue Substation Data from BPA:

Three-phase Fault MVA at 115 kV = 975 MVA
Single-phase Fault MVA at 115 kV = 722.9 MVA
Impedance $X1/R1 = 6.8$
 $X0/R0 = 7.1$

- For analysis purposes, the delivery voltage is set at nominal 12.78 kV or 1.025 per unit, equivalent to ~123 volts on a 120-volt base.
- Ground fault impedance is assumed to be 40 ohms as a guideline for minimum fault current calculations as recommended by RUS Bulletin 1724E-102. The actual ground fault impedance could be higher depending on the contacted surface characteristics. Case-by-case fault analysis can be done upon request. Solidly grounded faults are used to calculate the maximum fault currents.

8.2 ANALYSIS RESULTS

Table 8-1 shows the maximum fault current values available at the substation 12.47 kV regulated buses with the system in normal configuration and all substations fed from BPA normal source transmission systems. Figure 8-1 to Figure 8-3 show the color contour of the fault currents. Some of the fault levels at the end of feeders are less than 2,000 A due to increased feeder length and size of the circuit conductors, which is expected.

As time allows during routine service the City should check all nameplate ratings to verify that distribution system protective devices are adequately rated in comparison to the short circuit fault-current available at various system locations. If any equipment is found to be of insufficient interrupting capacity, the device should be replaced.

Table 8-1: Normal Configuration Fault Currents (Symmetrical Amps)

SUBSTATION SECONDARY BUS	L-G	L-L	L-L-G	3-PH
Ashland Substation	5,541	4,624	5,459	5,339
Mountain Avenue Substation	7,593	6,228	7,444	7,191
Oak Knoll Substation, Bank 1	5,584	4,661	5,500	5,382
Oak Knoll Substation, Bank 2	6,928	5,726	6,796	6,611

a) The short circuit information is based on single-ended faults at the 12.47 kV bus.

Included in Appendix E is the complete short circuit analysis report as configured for the Base Case. The short circuit analysis report printouts are presented for each feeder by substation. The analysis model is developed based on various system junctions and conductors, and the short circuit fault current data is organized in the same manner. For the majority of the analysis 'buses', these are pole, vault, and distribution system component numbers as taken from the City's electric system maps. The City can determine the available fault current at any system component or nearby component by referring to the substation-feeder short circuit report printout and the associated system component number as they appear on the system maps.

The short circuit information provided is based on single-ended faults with one transformer source feeding each fault location. During switching operations in which transformers are paralleled the fault current will be considerably higher and may momentarily exceed equipment ratings.

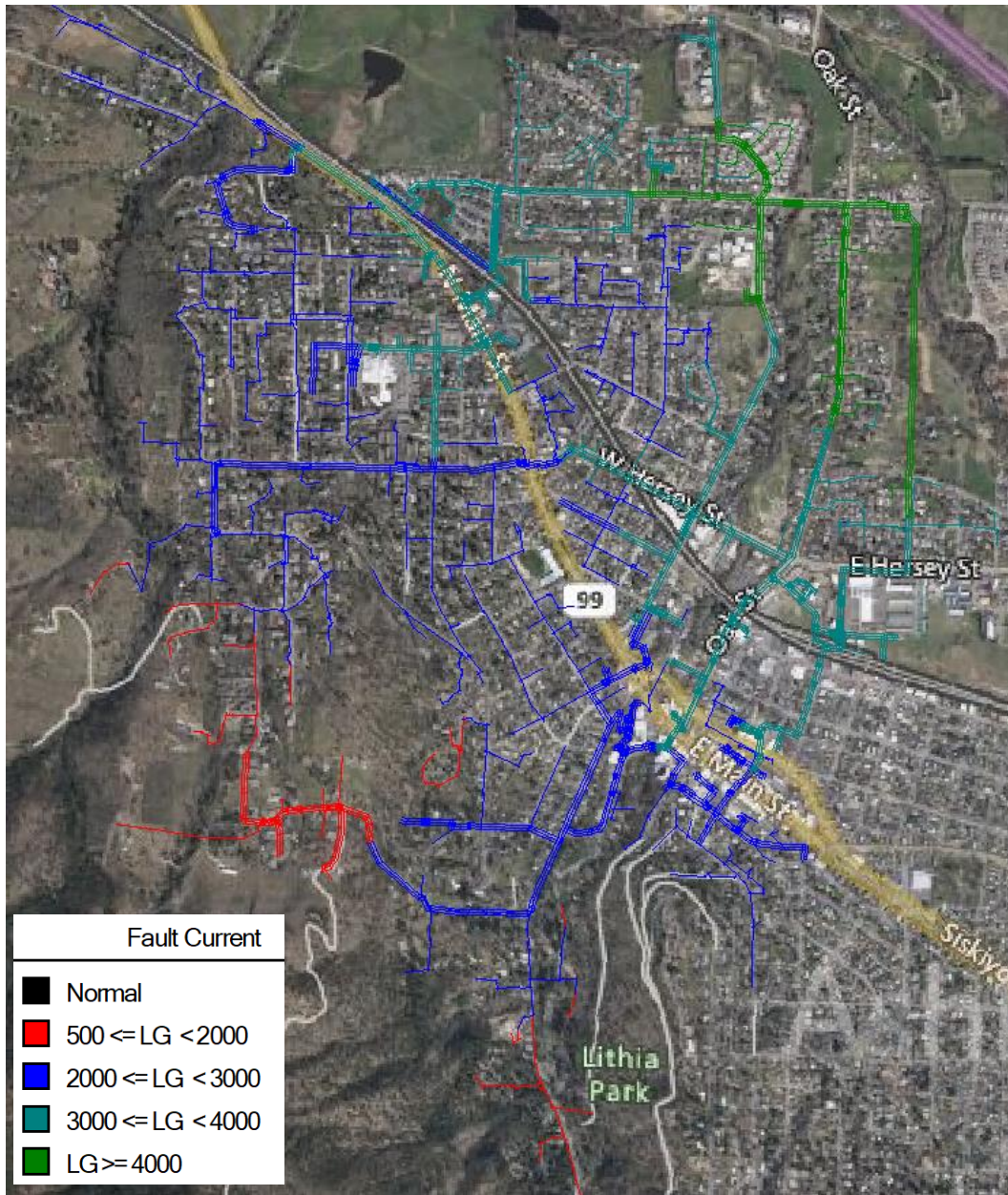


Figure 8-1: Fault Current Profile or Contour, Base Case with Normal Configuration, Ashland Substation

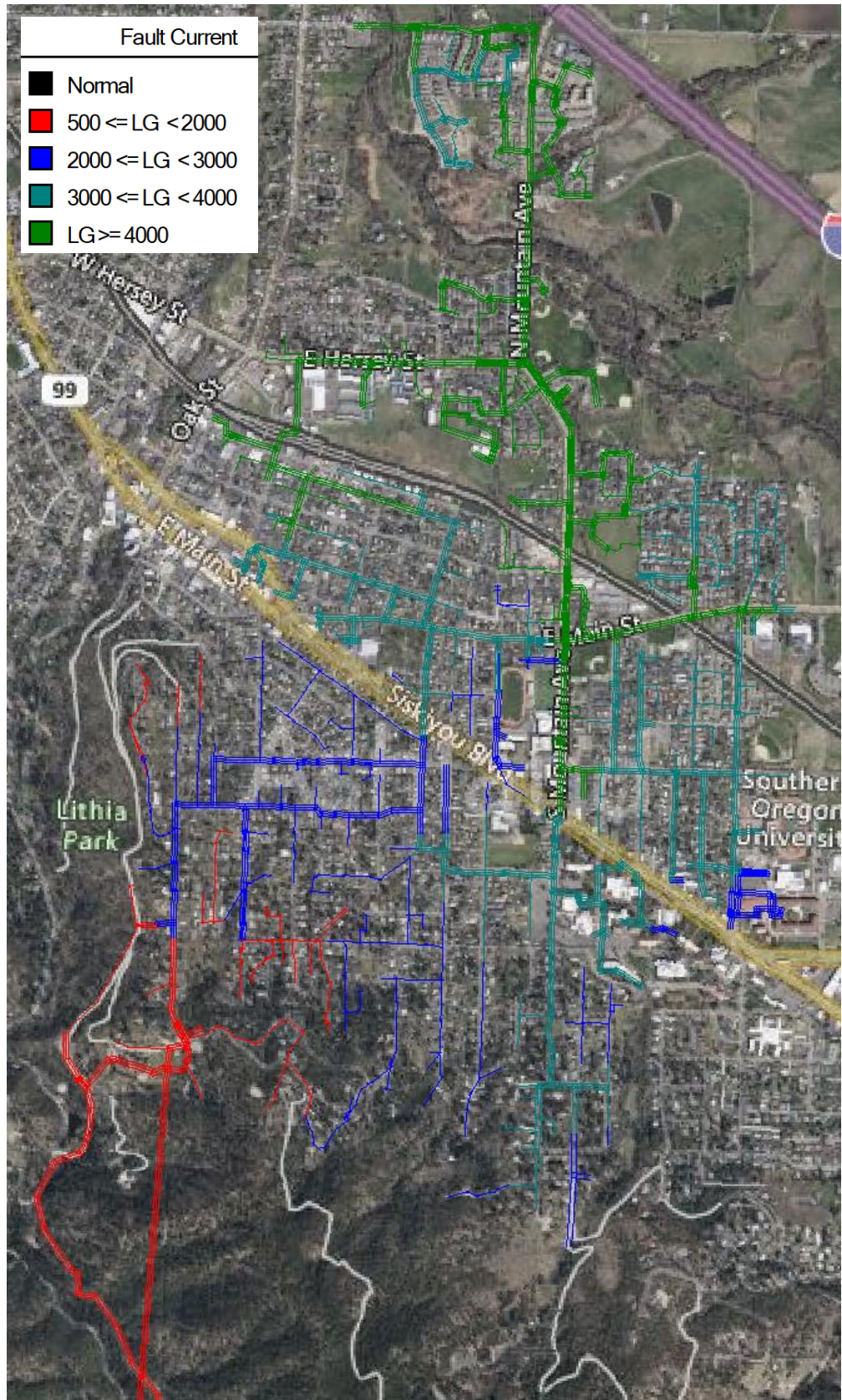


Figure 8-2: Fault Current Profile or Contour, Base Case with Normal Configuration, Mountain Avenue Substation

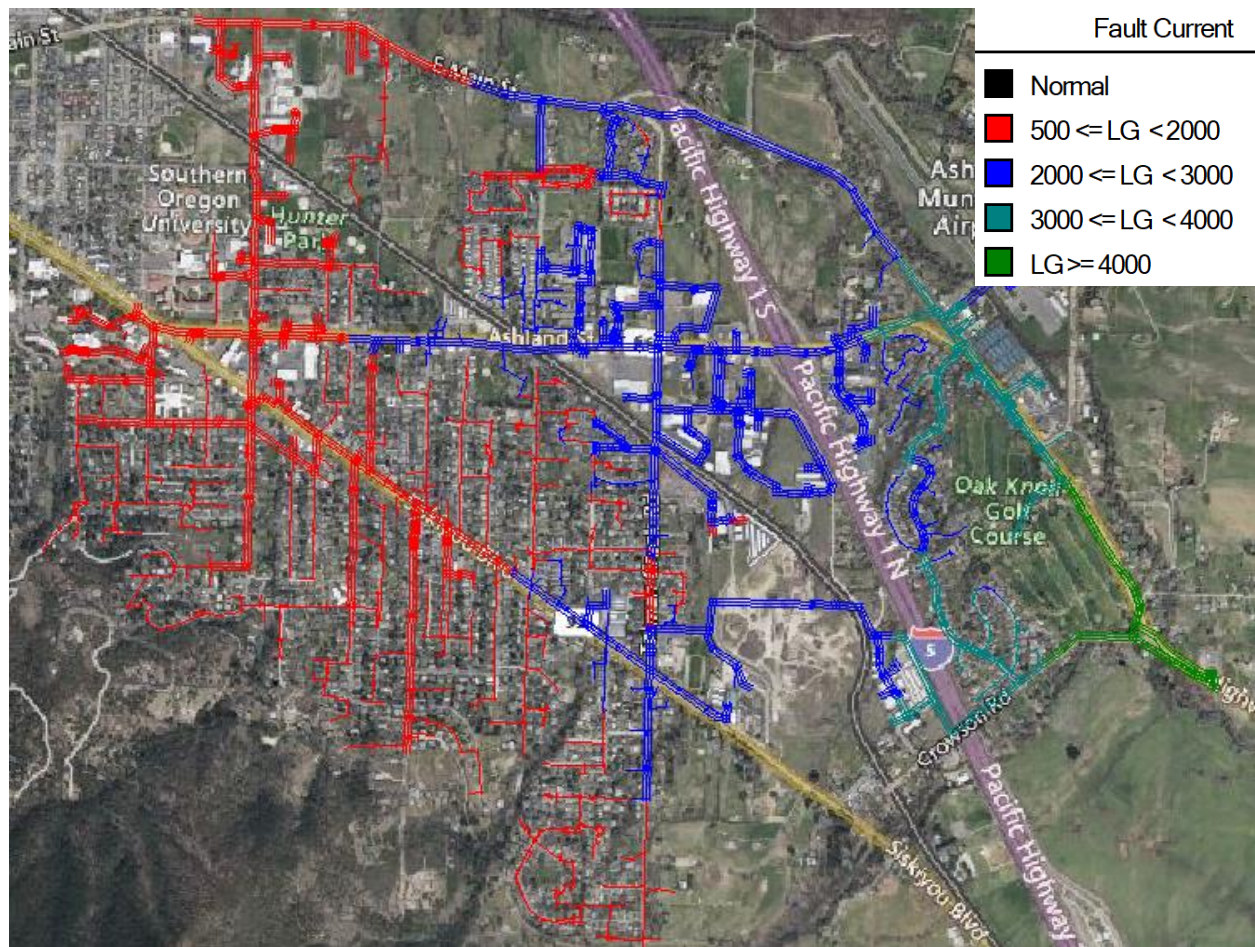


Figure 8-3: Fault Current Profile or Contour, Base Case with Normal Configuration, Oak Knoll Substation

Chapter 9 PROTECTIVE DEVICE COORDINATION

9.1 METHOD

A coordination analysis was performed to determine proper protective device settings that will quickly isolate the source of a fault or system interruption to minimize the number of customers with interrupted service, system damage, and outage duration. In determining protective device settings some compromise is generally required between system protection and continuous electric service.

Major substation and feeder protective device coordination are analyzed in this study with protective time-current curves provided for each feeder. The Ashland electric distribution system was analyzed using the existing normal circuit configuration. The evaluation is based on protective device settings at the substation and fuse ratings as displayed on the Ashland mapping system. Fuse sizes should be verified by Ashland to ensure proper system coordination. This fuse verification task is usually performed on a feeder-by-feeder basis as time allows or when mis-coordination occurs.

The protection recommendations provided by the Institute of Electrical and Electronic Engineers (*IEEE*), the American National Standards Institute (*ANSI*) and the National Electrical Safety Code (*NESC*) establish the basis for this system coordination study. They provide the boundaries that protective devices should operate within to ensure equipment reliability and safety of the system.

The selection and coordination of the system's protective devices are determined by plotting the time- versus-current operating characteristic curves for substation protection components and for the individual protective devices on each feeder. Each device is compared with its respective upstream device to ensure proper selectivity and protection. If lack of selectivity or protection is found, methods of changing the device's current, time setting, or the device itself are identified where possible.

In determining if sufficient protection exists all protective device characteristic-curves should fall within the boundaries established by *IEEE*, *ANSI* and the *NESC*. All device curves must be adequately separated to make certain that undesirable operations will not occur. The criteria for adequate separation depends on the type of device used and the safety factor desired. The settings recommended in this report are based on the following guidelines:

- For coordination between digital relays, separation between curves should be a minimum of 0.2 seconds at the maximum expected short circuit current.
- For coordination between digital relays and downstream fuses, the separation should be a minimum of 0.2 seconds.
- For coordination between fuses, a clear separation of curves is required. Pre-loading and safety factors should be considered.

The following general guidelines were used in determining the system protection plan.

- Restrict outages due to permanent faults to the smallest system section for the shortest time.

- Provide special consideration for critical loads.
- The device nearest the fault should clear a permanent or temporary fault before the backup fuse interrupts the circuit or the breaker/recloser operates to lockout.
- Coordinate devices for the best balance of protection and continuity of service.
- Assume 70 percent of overhead system faults are temporary.
- Assume 70 percent of overhead system faults are ground faults.
- Presently, the City has EEI-NEMA Types 'T' and 'K' fuse links installed in the system. The 'T' links are somewhat slower operating fuses and provide a better range of coordination with breakers and recloser protection.
- Ideally, attempt to use no more than three fuses in series beyond a breaker, recloser, or sectionalizer.
- Where possible, select a minimum trip on breaker and recloser protection that is at least two times the peak load current. This facilitates cold load pickup.
- The load current should be less than 70 percent of the continuous current rating of the device to allow for load growth.
- For overhead systems, ensure that all parts of the feeder are within the zone of a reclosing device. This allows the breaker or the recloser to sense and operate for minimum faults at the extreme ends of the feeder circuit.

9.2 PROTECTION CRITERIA

This section presents definitions and methodology specific to the applications of fuses and other protective devices on the Ashland distribution system. A summary of substation protective device settings is included in this section for use in verifying, tabulating, and making field settings. Specific problems are addressed in the following discussion.

9.2.1 Fuse Application

The Ashland distribution system protection philosophy consists of applying fusing protection to all tap points away from the main feeder backbone conductor. The application of distribution class fuses on the Ashland electric system feeders includes the protection of main feeder tap lines, radial line taps, underground taps, and distribution transformer fusing.

Due to the potential for heavy load currents and to minimize the number of customers interrupted, the installation of fuses in the main feeder circuit backbone is not recommended. In the future, even though loads are expected to grow, the addition of new feeders and the balancing of loads should help reduce the load current on most feeders, resulting in easier coordination capability.

Presently, Ashland has line electronic sectionalizing devices near major underground circuits and taps. Should nuisance outages or misoperation between protective devices occur because of improper coordination, the protective settings should be reevaluated and the installation of line sectionalizing or recloser devices only be considered if necessary. For now, the systems feeder downstream coordination design will continue to rely primarily on existing sectionalizing devices and fusing.

As a general rule, tap lines should be fused to protect the main distribution feeder backbone lines. This includes long tap lines, taps that are known to have unusual or vulnerable exposure, taps to underground risers/dips, and taps with a history of being subjected to an unusually high number of faults.

Line tap fuses should normally have as small a rating as load current will allow, and yet provide optimum coordination with the substation relays. Both the speed at which faults are cleared and the sensitivity of the ground fault protection increase as the ratings of the line tap fuses decrease. However, when coordinating with multiple-shot reclosing, the fuses must be large enough to avoid damage during the reclosing "fast" operation. For this study, line tap fusing was evaluated for adequate coordination with upstream protective devices but were not evaluated for sizing based on tap load.

It appears that the electric department has not identified all distribution fuse sizes on the system feeder maps. We recommend, as time allows, the electric department verify/install and indicate all fuse sizes as necessary based on the criteria set forth in this study. The following suggestions and data should assist the electric department in evaluating its existing fuse practices and the selection of fuses in the future.

When describing two or more fuse links, or other system protective devices, conventional definitions identify the nearest device to the fault on the load side as the "protecting" device and the next device toward the source side as the backup or "protected" device. This convention is used in the recommendations listed below.

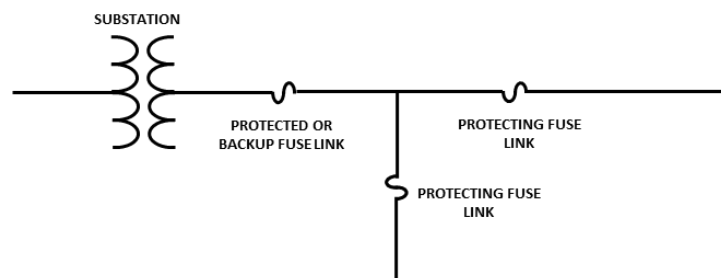


Figure 9-1: Conventional Definition of Protective Devices Based on Location

Fuse Selection

Fuse and cutout selection depends on the load current, system voltage, system type, and available fault current, which determine the current rating, voltage rating, and duty type of the cutout, respectively.

- Fuse Current Rating - The rated continuous current of the fuse should be equal to or greater than the maximum continuous load current that it will be required to carry.
- Fuse Duty - The symmetrical interrupting rating should be equal to or greater than the maximum calculated fault current possible on the load side of the fuse.
- Voltage Rating - The proper voltage rating is determined by the following system characteristics:
 - Maximum system phase-to-phase or phase-to-ground voltage
 - System grounding

- Single-phase or three-phase circuits

Selecting the proper voltage rating will ensure the basic insulation level (BIL) of the cutout will match that of the system.

Fuse Types and Characteristics

Fuses can be applied to a variety of applications requiring overcurrent protection of distribution systems and equipment. When properly coordinated with other overcurrent devices, sectionalizing to isolate faulted feeder branches and equipment is accomplished.

Fuse links are designed to meet ANSI C37.42 and NEMA SG2.1 standards. Fuses are divided into two categories, expulsion fuses classified as “zero-arc devices” which await the zero point to extinguish an arc, and current-limiting fuses classified as “zero-forcing devices” which introduce a high resistance into the circuit forcing the current to a relatively low value.

The ANSI standards define two classifications of fuses, Power Fuses and Distribution Fuses, which apply to both expulsion and current-limiting fuse categories as follows.

- Power Fuses are typically applied in a substation or close to a substation, and, according to ANSI C37.46 standards, have higher voltage ratings (2.8 to 169 kV) and higher X/R ratio ratings (15 to 25).
- Distribution Fuses are typically applied away from substations, and, according to ANSI C37.47 standards, have lower voltage ratings (5.2 to 38 kV) and lower X/R ratio ratings (8 to 15).

Some fuses have specific electrical characteristics in accordance with rating systems defined by industry standards. Understanding this rating system is important when applying fuses to establish which manufacturer fuses are interchangeable. Fuses are electrically interchangeable when they have:

- The same characteristics throughout the entire time range of standard time-current curves. They are typically plotted from 0.01 seconds to a minimum of 300 seconds for expulsion fuses and to 1000 seconds for current-limiting fuses.
- The same long-time continuous current ratings.

If fuses are not electrically and mechanically interchangeable, then a time-current characteristic study should be completed to ensure coordination is maintained.

Electrical equipment such as transformers, switches, relays, and conductors are exposed to various levels of current during normal operation. Generally, electrical devices can withstand high electrical currents for a short period of time and low current for prolonged periods of time without thermal failure or mechanical damage. The ability to withstand various levels of current for varying periods of time is referred to as the ‘time-current characteristic.’

The coordination of power systems involves the selection of fuse links to protect equipment with various time-current characteristics while coordinating with other system devices, reclosers, sectionalizers, breakers, relays, and other fuses. Some types of fuse links, described below, have a wide range of time-current characteristics as summarized in Table 9-1.

The speed ratio of fuse links 100 amps and below is the ratio between the current that melts the fuse in 0.1 seconds to the current that melts the fuse in 300 seconds. The higher the ratio, the

slower the melting speed. The speed ratio for fuses rated above 100 amps is the ratio between the melting currents at 0.1 seconds and 600 seconds.

The following information is provided to present some background on specific fuse criteria and assist with fuse selection.

- **Type K** fuse link is a ‘fast’ fuse with a nominal speed ratio of 7 and is well suited for fast time-current characteristic applications such as capacitor protection.
- **Type 200 (N)** fuse link is classified as a ‘medium’ speed fuse with a nominal speed ratio of 9. It provides more surge withstand capability than type K fuse links and good coordination with reclosers and relays.
- **Type QA** fuse link is also classified as a ‘medium’ speed fuse with a nominal speed ratio of 9. It carries 100% of rated current without damage, providing good coordination characteristics with reclosers and relays.
- **Type T** fuse link meets requirements for ‘slow’ speed fuses, with a nominal speed ratio of 12, providing slower time-current characteristics than K 200, and QA fuse links, and coordinates well with reclosers and relays.
- **Type KS** fuse link employs dual element construction that gives high surge withstand capability. With a nominal speed ratio of 20 it is classified as a ‘very slow’ fuse link and is a good choice for line fusing and transformer protection.
- **Type X** fuse link employs dual element construction specially designed for transformer protection, has an ‘extra slow’ nominal speed ratio of 32, and provides excellent surge withstand to avoid nuisance blowing from lightning and switching surges.

Table 9-1: Fuse Speed Ratio Chart

	SINGLE ELEMENT			DUAL ELEMENT	
Designation	Fast	Medium	Slow	Very Slow	Extra Slow
Type	K	200 (N), QA	T	KS	X
Speed Ratio	6-8	7-11	10-13	20	32

Table 9-2 and Table 9-3 present the standard requirements of the expulsion and current-limiting fuse rating system, respectively. Note that for some fuse types (e.g., N, QA, or X) the rating system does not have a point-of-coordination requirement, as noted in Table 9-2. This means that such fuses of different manufacturers will not be fabricated identically, and duplicate coordination may not be maintained between different manufacturer devices.

Table 9-2: Expulsion Fuse Rating System

Fuse Series	Size	Coordination Point	Melting Current	ANSI Std.
E	0-100E	300 sec	200 – 240%	C37.46
	125-200E	600 sec	220 – 264%	C37.46
K	0-100K	0.1, 10, 300 sec, Speed Ratio Fast ^a	Table 6 ANSI Std	C37.42
	140-200K	0.1, 10, 600 sec, Speed Ratio Fast ^a	Table 6 ANSI Std	C37.42
T	0-100T	0.1, 10, 300 sec, Speed Ratio Slow ^a	Table 7 ANSI Std	C37.42

Fuse Series	Size	Coordination Point	Melting Current	ANSI Std.
	140-200T	0.1, 10, 600 sec, Speed Ratio Slow ^a	Table 7 ANSI Std	C37.42
D, H, N, QA, S, X, Bay-O-Net, etc.	ALL	NONE	N/A	N/A

a) Speed ratio is the ratio of minimum melting current at 0.1 second to the minimum melting current at 300 or 600 seconds, depending on fuse size.

b) There are no standards requiring electrical interchangeability.

Table 9-3: Current-Limiting Fuse Rating System

Fuse Series	Size	Coordination Point	Melting Current	ANSI Std.
C	ALL	1000 sec	170 – 240%	C37.47
E	0-100E	300 sec	200 – 240%	C37.46
	125-200E	600 sec	220 – 264%	C37.46

As stated previously, ANSI and IEEE standards divide fuses into classifications between extra fast to extra slow type links. The choice of classification, fast-to-slow, depends on the desired protection to be established for the distribution system. Fast links remove faults from the system in less time, whereas slow links have a greater withstand capability to transient and inrush currents, coordinate well with inverse relays and better with each other over a wide range of currents.

Further, the continuous current rating of types T and K (tin) links is 150 percent of nameplate and the continuous current rating of type K (silver) and type H and N (tin) links are 100 percent of nameplate rating. Table 9-4 shows the continuous current rating that tin links will carry without overheating when installed in properly sized cutouts.

Table 9-4: Fuse Continuous Current Ratings, Continuous Current-Carrying Capacity of Tin Fuse Links

High Surge Link Rating	Continuous Current (amperes)	N Rating	Continuous Current (amperes)	EEI-NEMA K or T Rating	Continuous Current (amperes)	EEI-NEMA K or T Rating	Continuous Current (amperes)
1H	1	25	25	6	9	40	60*
2H	2	30	30	8	12	50	75*
3H	3	40	40	10	15	65	95
5H	5	50	50	12	18	80	120†
8H	8	60	60	15	23	100	150†
		75	75	20	30	140	190
N Rating		85	85	25	38	200	200
5	5	100	100	30	45		
8	8	125	125	* Only when used in a 100- or 200-ampere cutout. † Only when used in a 200-ampere cutout. Limited by continuous current rating of cutout.			
10	10	150	150				
15	15	200	200				
20	20						

Specific Fusing Recommendations

The basic interruption device for the majority of Ashland's electric distribution system is the 'T' tin link expulsion fuse or type 'K' for both overhead and underground applications, with some

use of current-limiting fuses for three-phase pad-mount transformer applications. We recommend that Ashland continue to use type 'T' fuse links and replace the existing type 'K' fuses when possible. However, in areas of high fire danger, current limiting fuses should be utilized instead of expulsion fuses as described in the City's Fire Mitigation Plan. This is discussed further below.

There may be portions of the Ashland underground network system configured with no fusing other than at the origin of the radial tap. This is not unusual for radial taps. Under faulted conditions, this protection will isolate a fault from the main feeder backbone, but the lack of downstream protection can result in interruption to a greater number of customers than is necessary. Some UG sectionalizing devices have tap circuit electronic selectable protection settings, whereas underground cabinets with only tap (junction) capabilities may have fused elbows or no protection.

Should frequent outages occur in underground service areas, we suggest that Ashland consider the use of current-limiting fuses, type NX, ELS, ELSP, ELST, or equivalent (depending on the application) or the use of padmount sectionalizing devices with adjustable interrupting ratings. Reference to Cooper Power System (Eaton) fuses is only for convenience and equivalent manufacturer fuses are acceptable.

Ashland may want to consider the use of current-limiting type fuses at strategic underground locations within the distribution system. Current-limiting type fuses provide superior overload protection for underground cable distribution systems. These fuses are noiseless and expel no hot gases or burning particles while interrupting currents. Their current-limiting capability greatly reduces the momentary fault duty on protected equipment, extending life and saving expenditures. The ability of current-limiting type fuses to interrupt low-current faults eliminates the need for auxiliary devices to handle these troublesome current levels. These fuses extend the system coordination because of their fast clearing and current-limiting ability, assisting in the elimination of conductor and equipment damage caused by high fault currents. This operating advantage to limit fault current, known as let-through current, reduces the burning and damage at the point of fault.

Where flexible source sectionalizing is necessary and fast tap restoration is desired at critical underground tap locations, the use of pad-mounted switchgear with load break isolation source switches and quick operating, adjustable setting, single or three-phase interruption should be considered. Although this type of equipment is considerably more expensive than fused tap points, the superior sectionalizing, flexible interrupting protection, and quick service restoration make it practical at strategic locations. At locations where three-phase loads are served, these devices can also prevent troublesome single-phasing conditions.

The guidelines below identify the criteria used when evaluating and selecting fusing for the Ashland electric system. It is recommended that Ashland adopt the practices suggested below when applying fusing to the system in the future.

- Fuses should normally not be loaded more than 90 percent of continuous current rating to avoid excessive fuse pre-loading which reduces fuse melting time. Where practical the fuse size chosen should allow for load growth.
- Maximum clearing time of the protecting (load side) link should not exceed 75 percent of the minimum melting time of the protected (source side) link. This assures the protecting

link will interrupt and clear the fault before the protected link is damaged in any way by compensating for pre-loading, ambient temperature, and heat of fusion.

- EEI-NEMA type T links are generally preferred over K links for both tap line fusing and transformer protection. Type T links provide better coordination with substation relays and have better overload and inrush characteristics than K links.
- EEI-NEMA type T (tin) and type K (tin) links are divided into two rated category series:
 - **Preferred sizes: 6, 10, 15, 25, 40, 65, 100, 140, and 200 amperes.**
 - Non-Preferred sizes: 8, 12, 20, 30, 50, and 80 amperes.
- We recommend Ashland install preferred category fuse sizes. Mixing fuses with adjacent ratings from preferred and non-preferred categories reduces the coordination available when applying fuses in series.
- Ashland may have installations of mixed preferred and non-preferred fuses. To save expense where installations have mixed category fuses with adjacent ratings that will clearly not coordinate well, Ashland may desire to change fuse size by utilizing both categories but restrict use so that each radial tap uses only one fuse category. This approach will, however, require more warehousing and good recordkeeping.
- Coordination of series combinations of fuses depends on the fuse types, their continuous ratings, and the available fault current. Table 9-12 and Table 9-13 will assist Ashland staff with coordinating Type K and T fuses in series, respectively.
- Coordinate line tap fuses with the substation breaker relay and feeder recloser control settings. Avoid attempting to coordinate a line tap fuse with a downstream distribution transformer fuse, which can result in the line tap fuse mis-coordinating with the substation protective devices.
- Line tap fuses in series should always be coordinated with each other, the substation breaker relays, and feeder protective devices. Attempt to minimize the number of fuses in series. Normally, no more than three fuses in series can be completely coordinated.
- Avoid the use of 200-amp line tap fuses, as they provide limited coordination with the substation breaker relays and feeder protective devices. When capacity of 200 amps is required, consider installing an electronically controlled automatic line sectionalizer or recloser with phase and ground sensing.
- Cutouts used for manual sectionalizing of the main feeder line should be equipped with either solid links or oversized fuses. Multiple shot reclosing (with "Fuse Saving") will coordinate with only a narrow range of fuse sizes and these should be used for line taps. It is generally difficult to coordinate with both main line fuses and line tap fuses.
- If outages indicate that a protective device needs to be installed on a feeder 'main line' to reduce the number of customers affected by faults, consider using an electronic line recloser with phase and ground tripping and adjustable reclosing. These devices will allow better coordination with upstream substation breakers or reclosers.
- Table 9-12 and Table 9-13, in conjunction with short circuit (fault) data provided in this report should be helpful in applying line tap fuses. For effective ground fault coordination, fuse ratings as low as feasible are preferred. Generally, it is desirable to install fuse links rated to or less than 100 amps.

- The basic goal in coordinating downstream overhead fuses with substation relays is to fit the fuse curve in between the relay fast and slow curves where “fuse saving” is being applied. The fuse sizes selected will accomplish this over the fault current range indicated. Fuses smaller than those suggested can be used with some sacrifice in coordination. For these smaller fuses, a fault downstream of the fuse may cause both the fuse and the relay to operate, but the reclosing relay should then reclose successfully restoring the main line to service.
- Fuse link applications for primary distribution transformer protection are guided by fusing ratios. Link selection is always a compromise because primary links cannot distinguish between short-time overloads, long-duration overloads, and high-impedance secondary faults. These external fuse links are usually selected to blow when load current exceeds a predetermined multiple of full load current for 300 seconds. This multiple is known as the fusing ratio. As the transformer fusing ratio increases, overload protection decreases but load-pickup ability increases.
- A fusing ratio of 3 is most popular and allows an overload of 300 percent, with adequate margin for inrush current. A schedule based on a fusing ratio of 2 to 3 is shown in Table 9-14. Type T and K links provide the best overload protection and rapidly remove damaged transformers from the system, but at a sacrifice of the short-time overload capability of the transformer. High-surge H fuse links, designed for primary fusing of small-sized transformers, are also included in Table 9-14. The H fuse links provide overload protection and withstand short-time current surges.

To assist in the selection of current limiting fuses, Table App F-1 and Table App F-2 are provided in Appendix X. These tables describe transformer applications for single and three-phase pad-mounted transformers, respectively.

Table App F-3 can be used for the selection of type NX fuses for coordination with standard expulsion type fuses, if desired. For best coordination when applying current-limiting type fuses, the expulsion (type T or K) link fuses should always be used as the source protection, and the current-limiting fuse as the load protection. The NX type fuse provides good overload protection for underground cable distribution systems by greatly reducing the momentary duty on protected equipment and extends system coordination because of its fast clearing capability.

To assist with the selection of types ELS and ELST current-limiting fuses, Table App F-4, Table App F-5, and Table App F-6 are provided which display ELS fuse type continuous current ratings, and single-phase and three-phase transformer current rating recommendations, respectively; Table App F-7 and Table App F-8 are provided which display ELST fuse type continuous current ratings, and three-phase transformer current rating recommendations, respectively.

The ELS type full range current-limiting fuse is designed for use in series with Bay-O-Net fuses (two-fuses scheme) for oil-filled padmount transformers and sectionalizing equipment devices offering quiet and safe operating characteristics. The ELST type fuse consists of full range current-limiting tandem fuses. The current-limiting section efficiently reduces the effects of high fault current on upstream and downstream devices, while the expulsion section protects the current-limiting fuse from system voltage.

The electric department should be aware that modern Bay-O-Net fusing that is not applied in series with a current-limiting fuse requires an isolation link. Ashland may currently be obtaining pad-mount transformers with this type of fusing. Isolation links are not fuses and do not have an interrupting rating. During a transformer failure, the isolation link will melt so that the opened primary circuit of a faulted transformer cannot be re-energized by the line crew, providing extra protection during re-fusing operations.

Wildfire Mitigation Considerations

Type T expulsion-style fuses are common for tap line protection and transformer protection and they are fire-safe per the manufacturers' catalog. However, their primary characteristic is that they are vented devices in which after their fuse element melts and arcs, the expulsion effect of the gases produced by the interaction of the arc with other parts of the fuse results in the current interruption in the circuit. The molten metal combined with ventilated gas could be a source of ignition for fire. These fuses are not a good choice in areas that have high fire risks. Non-expulsion fuses or current-limiting fuses (CLF) are recommended in the high-risk area. For large and rural electrical systems, the current-limiting feature of the CLF may not be triggered due to low fault currents, but the nonexpulsion feature is what provides the most benefit with regard to wildfire mitigation.

The Cooper ELF current-limiting dropout fuse has a self-contained design that operates silently and eliminates explosive showers that are from typical expulsion fuse operation. These fuses have a full-range current-limiting rating that ensures reliable operation of both overloads and fault currents. These features make it suitable for areas where a high fire hazard exists. This type of fuse has sizes up to 100A at 8.3 kV as shown in Table 9-15.

Cooper also has ELF-LR liquid fuse replacements that are noiseless and expel no hot gases or burning particles while performing fault current interruptions. They are recommended in heavily wooded areas and when tree trimming falls behind. This type of fuse has sizes up to 20A at 8.3 kV (Table 9-16), and is suitable for smaller circuits.

Both ELF and ELF-LR fuses are designed to protect pole-type transformers, single-phase and three-phase laterals, and underground taps. They coordinate with Type T and Type K fuse links as shown in Table 9-17 and Table 9-18 specifically.

9.3 FUSE SELECTION EXAMPLES

Three examples of distribution fuse sizing selection are provided below to assist in determining the appropriate fuse sizes for Ashland's electric distribution system.

9.3.1 EXAMPLE 1. Fused Tap Protection

Given: Assume a tap is presently protected with three 25T fuse links and has upstream protection consisting of 100T fuses. Further, assume the total connected load at this tap is as follows; A-phase = 200 kVA, B-phase = 487.5 kVA, and C-phase = 150 kVA, and the tap has an available short circuit fault current of 2,860 amps.

Find: Evaluate the tap to determine if adequate protection is provided.

Solution: In the heaviest loaded phase, the maximum full load current is $487.5\text{-kVA}/7.2\text{ kV} = 68$ amps. To account for future growth and connected transformer inrush current a typical multiplier of 1.5 is taken times the current value, resulting in 102 amps. A fuse with a continuous current

rating near this value is sought. Table 9-4 indicates that a 65T fuse link is the proper size fuse for this application.

However, notice that the connected kVA loading at the location identified above is badly unbalanced and should be adjusted. If loads are reconnected to provide good phase balance, near 280 kVA per phase, a 40T fuse link can be selected as the preferred fuse for this tap location, (i.e., $280 \text{ kVA} / 7.2 \text{ kV} \times 1.5 = 58 \text{ amps}$, and the use of Table 9-4 suggests a 40T fuse).

Also, it must be determined if the selected fuse for the tap will coordinate with the three upstream 100T fuse links of the main feeder tap. As noted above the short circuit report indicates the maximum fault current available at bus x is 2,860 amps.

To determine if the downstream (protecting) fuse will coordinate with the upstream (protected) fuse Table 9-13 must be examined. Table 9-13 indicates that the maximum fault current at which the 65T protecting fuse link will coordinate with for the protected 100T fuse link is 2,200 amps. Since the available fault current (2,860 amps) exceeds this value the next smaller preferred fuse size should be selected, this is a 40T fuse link. The chart in Table 9-13 shows that these fuses will coordinate nicely to a fault value of 6,100 amps.

As shown in the above example, with properly balanced loads the 40T fuse link will provide adequate continuous current and protection at this tap. It would therefore be recommended that: a) the loads are reconnected to allow evenly distributed phase balance, and b) the existing 25T fuses be removed and replaced with 40T fuse links.

9.3.2 EXAMPLE 2. Fused Three-Phase Transformer Tap Protection

Given: Assume an overhead line is to be tapped and that the tap is overhead connected to serve an underground dip and a new 300 kVA, 12.47 GrdY/7.2 kV x 208Y/120 V, 2 percent impedance pad mount transformer, and that the fuse must coordinate with upstream 65A K or T link fuse protection. The short circuit analysis indicates the maximum fault current available at this tap as 2100 amps.

Find: Determine the proper size fuse to protect the tap and transformer and yet adequately allow for cold load pickup and inrush currents to avoid fuse damage.

Solution: Although it is strongly suggested to compare time-current-curves to ensure adequate continuous coordination and protection of all devices and associated conductors, the general procedure required to size fusing for this application is as follows:

- Transformer full-load current = $300 \text{ kVA} / (12.47 \text{ kV} \times 1.7321) = 13.9 \text{ amps}$.
- To avoid nuisance fuse operation, cold-load pickup should be evaluated. Fuse protection will be sufficient if the fuse has a continuous current rating equal to approximately 2 x full-load current. In this case $2 \times 13.9 = 28 \text{ amps}$. In looking at Table 9-4, we see that a 20 amp K or T link fuse has a continuous current rating of 30 amps, and this fuse's continuous current rating shown on the minimum-melt time-current curve falls to the right of the 28 amp value on the curve.
- The fuse's minimum-melt time-current curve should also be compared with other multiples of transformer rated load current. These other points on the curve include 6 x full-load current for 1 second, and 3 x full-load current for 10 seconds. In this case, 84 amps for 1 second and 42 amps for 10 seconds, respectively.

- To account for transformer inrush, the combined magnetizing and load-inrush current, referred to as hot-load pickup, the fuse must be able to withstand this momentary current equivalent to 10 to 12 time full-load current for 0.1 seconds. In this case, that point is at 140 amps and 0.1 seconds. Here again, the selected fuse minimum-melt curve should be to the right of this point on the time-current curve.

The EEI-NEMA Type K or T tin fuse minimum-melt curve is provided at the end of this chapter and the points noted in the above example are highlighted to demonstrate that the chosen 20-amp fuse satisfies all necessary selection criteria. It should also be observed that the 20K link curve clearly coordinates with the 65K fuse, and by inspection of Table 9-12, the protecting 20K fuse will coordinate with the protected 65K fuse up to 2200 amps, above the maximum available fault current. If Ashland is adhering to the fuse selection criteria of using only preferred fuse sizes, a 25K link will also coordinate nicely at this location.

9.3.3 EXAMPLE 3. Single-Phase Transformer Tap Protection

Given: Assume a fuse size selection is needed to provide protection for an overhead line tap that is to serve one pole-mounted distribution transformer rated 100 kVA, 7.2 kV x 240/120 V.

Find: Determine the transformer full-load amps (FLA) and select the proper fuse size. Typically, a suitable fuse will have a continuous current cap approximately 2 times FLA to accommodate overload and inrush. Table 9-14 can be used to make this fuse selection by choosing the connection type, in this case Wye-Connected Primary 'Figure D' and then searching in the '7200/12470Y' Column for the proper fuse. A more thorough evaluation can be accomplished by using the method below but requires a comparison with the fuse time-current curve characteristics.

Solution: Calculate the transformer magnetizing in-rush currents at 12 times FLA for 0.1 second and 25 times FLA for 0.01 second. Also, to avoid nuisance fuse operation include the potential contributions of cold load pickup at the following multiples of FLA; 6 x FLA for 1 second, 3 x FLA for 10 seconds, and 2 x FLA for 15 minutes. These current and time values are then to be compared with the selected fuse time-current curve characteristics to assure the fuse is not damaged and does not operate under these conditions. Calculations for both fuse selection methods follow:

- Calculate FLA = $100 \text{ kVA} / 7.2 \text{ kV} = 13.9 \text{ amps}$. Therefore, $1.5 \times = 20.8$ and $2 \times = 27.8$ amps. So, a fuse with a continuous current rating in this range will be satisfactory, and, since Ashland uses 'T' link fuses, we see from Table 9-4 that a 15 amp or 20 amp fuse will be suitable. Table 9-14 agrees with this finding.
- Calculating the various currents for time-current curve comparison at specific times results in the following values:
 - $25 \times \text{FLA} = 347 \text{ amps @ } 0.001 \text{ second.}$
 - $12 \times \text{FLA} = 167 \text{ amps @ } 0.1 \text{ second.}$
 - $6 \times \text{FLA} = 83.3 \text{ amps @ } 1.0 \text{ second.}$
 - $3 \times \text{FLA} = 41.7 \text{ amps @ } 10 \text{ seconds.}$
 - $2 \times \text{FLA} = 27.8 \text{ amps @ } 15 \text{ minutes.}$

- A comparison of the currents and times calculated above with the 15K link minimum-melt curve indicates the 15 amp fuse will satisfy the above criteria and is a suitable installation.

9.3.4 Other Protective Devices

Sectionalizer Protection for Overhead Construction

Three-phase electronic sectionalizers should be considered in the future and are recommended for locations that require overcurrent protection where a 140T fuse cannot carry the full load current of the connected transformers (full load current x 1.5 multiplier), except in specific areas where a vacuum fault interrupting device will provide better protection of large critical overhead and underground taps. It should be noted that for most distribution applications Electronic Sectionalizers have a maximum continuous rating of 200 amp, and that the minimum pickup current is selectable. An example of such a switch is Eatons/Cooper, *Distributed Automated Switch (DAS)* a switch with electronic control.

The possible use of sectionalizers is introduced in this study to present a method to secure proper coordination due to potential load increase on particular taps. Sectionalizers have not been required in the past because fuses could be sized to obtain adequate coordination. The use of fuses larger than 140T is not recommended because they will not coordinate properly with the upstream overcurrent protection. Although three-phase electronic reclosers are preferable, consideration for the use of sectionalizers is suggested because of the cost savings associated with their use.

The main disadvantage of using sectionalizers instead of reclosers is that sectionalizers cannot reclose. A fault downstream of a sectionalizer will cause the next upstream reclosing device to operate, temporarily interrupting service to a larger portion of the distribution system; this allows the sectionalizer to then interrupt. A sectionalizer can sense fault current and then isolate the downstream circuit while the line is de-energized by the upstream device (substation breaker/recloser). Isolation can occur at a selectable number (count) of operations by the upstream device (normally one or two counts).

The Ashland distribution system consists of substation reclosers with reclosing relays. A fault downstream of a sectionalizer would cause the overcurrent and reclosing relays at the substation to operate, interrupting service to the entire feeder, rather than isolating the fault and interrupting service to a small portion of the distribution system, which would occur if a line recloser were applied instead of a sectionalizer. Sectionalizers, where applied, can provide a significant advantage over the use of fuses because sectionalizers are much easier to coordinate due to a selectable range of settings. No specific installations of these devices are recommended at this time, but consideration of their use is suggested on major taps off feeder backbone circuits as loads grow and at important underground taps which should not be subjected to reclose operations. We recommend that prior to the installation of such devices that actual tap current measurements be performed to ensure system loading has developed to justify the use of sectionalizers for protection.

Pad Mounted Switchgear Protection for Underground Construction

Vacuum fault-interrupting pad-mounted load-break switchgear is presently in use on the Ashland electric system. These devices are placed at important switching and sectionalizing

locations within the distribution system to allow service from alternate sources, and to allow fast interruption of faulted 200-amp major tap segments to minimize affected customers.

These devices typically accept one or two sources (600 amp) and offer two or more interruptible tap services (200 amp), although other configurations are available.

These devices lend themselves well to placement within existing underground systems and can easily be programmed to coordinate with upstream fusing and substation protective devices. They offer the following advantages:

- Alternate source service
- Source load-break switching
- Tap vacuum fault interruption – no need for fuses
- Immediate service restoration – no fuse replacement
- Electronic control settings consisting of the following features:
 - a. adjustable coordination trip settings
 - b. three-phase or single-phase trip selection
 - c. instantaneous trip availability
 - d. ground trip availability
 - e. completely dead-front construction
 - f. compliance with all Standards requirements

9.4 SUBSTATION PROTECTIVE DEVICE SETTINGS

The various protective equipment at the three substation facilities are described in this section. This includes the protective devices serving as transformer protection equipment and distribution protection equipment. The substation and switch station arrangements are shown on one-line diagrams presented in Appendix D.

9.4.1 Substations

PacifiCorp Ashland Substation

The PacifiCorp Ashland Substation transformer is protected by a 115 kV Circuit Switcher 2R154 with two electronic multifunction relays (TPU2000R and Basler BE1-51). The TPU2000R provides transformer differential protection, while the BE1-51 relay provides overcurrent protection for the transformers. On the 12.47 kV side, PacifiCorp has two CO-9 relays for phase and neutral overcurrent protection for the City circuit. The City of Ashland-owned switch rack within the PacifiCorp Ashland Substation has four reclosers with Cooper Form 6 controllers. These reclosers are programmed with 3 shots at intervals of 0.6-sec/2-sec/lockout. These device settings are summarized below in Table 9-5 and Table 9-6.

Table 9-5: Ashland Substation PacifiCorp Relay Settings, Existing

Device	Element	Pickup	Time Dial	Instantaneous	Delay	Curve
BE1-51	Backup Phase OC	3 (180 A at 115 kV)	15	15 (2700 A)	-	B6
TPU2000	Primary Phase OC	2.5 (150 A at 115 kV)	3.0	-	-	VI
	Primary Phase OC	5.8 (1392 A at 12.47 kV)	3.0	-	-	VI
	Primary Ground OC	5.0 (1200 A at 12.47 kV)	3.5	-	-	VI
WEST. CO-9	Phase OC	6 (1200 A at 12.47 kV)	2.0	-	-	CO-9
	Ground OC	6 (1200 A at 12.47 kV)	2.0	-	-	CO-9

Table 9-6: Ashland Substation City Feeder Relay Settings, Existing

A2000, A2001, A2002, A2003						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	560 A	1	0	---	117
	Phase Fast	560 A	1	0	---	104
	Phase HCT ¹	Disabled	---	---	---	---
	Ground Slow	240 A	1	0	---	135
	Ground Fast	240 A	1	0	---	106
	Ground HCT	Disabled	---	---	---	---
	Reclose	0.6-sec/5-sec/lockout (3-shot)				
	Phase CLPU	560 A	2	0	---	117
	Ground CLPU	240 A	2	0	---	135
	Reclose CLPU	5-sec/lockout, Active time: 15 seconds				

a) CLPU indicates Cold Load Pickup, which is used to prevent inadvertent trips from occurring during restoration after a sustained outage

City Owned Mountain Avenue Substation

Mountain Avenue Substation originally owned by BPA, was purchased by the City of Ashland in April, 2023. The City has not made any substation upgrades to date. The transformer protection is adopted from BPA. Currently, the substation transformer is protected by a Circuit Breaker with phase and neutral overcurrent relays, both of which are BE1-51. Each feeder recloser has a Cooper Form 6 controller for monitoring and control. These reclosers are programmed with 3 shots at intervals of 0.6-sec/2-sec/lockout. Their settings are summarized in Table 9-7 and Table 9-8.

There is no transformer differential relay for this substation transformer. We recommended the City consider a protection relay upgrade at this substation. Additionally, the feeder controller settings for feeder M3009 (Morton) appear to have the same fast, slow, and CLPU curves for phase and ground protections, which are not consistent with the settings for other feeders. It does not look like Morton feeder needs a unique protection scheme like this, so the existing settings are questionable and may not have been programmed correctly when installed. If there is no particular reason, we recommend the City update the settings for feeder M3009 to maintain consistency.

Table 9-7: Mountain Avenue Substation Relay Settings, Existing

Device	Element	Pickup	Time Dial	Instantaneous	Delay	Curve
BE1-51	Phase OC	2.0 (240 A at 115 kV)	7	15 (3600 A)	-	B6
BE1-51	Neutral OC	2.0 (240 A at 115 kV)	52	-	-	B6

Table 9-8: Mountain Avenue Substation Feeder Relay Settings, Existing

M3006, M3012, M3015						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	560 A	1	0	0.1	165
	Phase Fast	560 A	1	0	---	103
	Phase HCT	Disabled	---	---	---	---
	Ground Slow	240 A	1	0	---	135
	Ground Fast	240 A	1	0	---	106
	Ground HCT	Disabled	---	---	---	---
	Reclose	0.6-sec/2-sec/lockout (3-shot)				
	Phase CLPU	560 A	2	0	0.3	165
	Ground CLPU	240 A	2	0	0.3	135
Reclose CLPU	5-sec/lockout, Active time: 30 seconds					
M3009						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	560 A	1	0	---	133
	Phase Fast	560 A	1	0	---	133
	Phase HCT	Disabled	---	---	---	---
	Ground Slow	240 A	1	0	---	133
	Ground Fast	240 A	1	0	---	133
	Ground HCT	Disabled	---	---	---	---
	Reclose	0.6-sec/2-sec/lockout (3-shot)				
	Phase CLPU	560 A	2	0	0.3	133
	Ground CLPU	240 A	2	0	0.3	133
Reclose CLPU	5-sec/lockout, Active time: 30 seconds					

PacifiCorp Oak Knoll Substation

The PacifiCorp Oak Knoll Substation transformer has two transformer banks with main and auxiliary buses implemented. During normal configuration, breakers 5R55 and 5R56 (Feeder K4056) are served from transformer bank #1, and breakers 5R70 and 5R93 (Feeders K4070 and K4090) are served from bank #2. Each transformer has a primary breaker controlled by a primary SEL 387E relay and a backup BE1-51 relay. Each 12.47 kV feeder breaker is controlled by a SEL 751 feeder protection relay. The City of Ashland-owned switch rack within the PacifiCorp Oak Knoll Substation has three reclosers with Cooper Form 6 controllers. These reclosers are programmed with 3 shots at intervals of 0.6-sec/2-sec/lockout.

These device settings are summarized below in Table 9-9 and Table 9-10.

Table 9-9: Oak Knoll Substation PacifiCorp Relay Settings, Existing

Device	Element	Pickup	Time Dial	Instantaneous	Delay	Curve
BE1-51, Bank 1	Backup Phase OC	2.25 (180 A at 115 kV)	17	11.2 (2016 A)	-	B6
SEL 387E, Bank 1	Primary Phase OC	2.0 (160 A at 115 kV)	3.3	-	-	U3
	Primary Phase OC	5.8 (1392 A at 12.47 kV)	3.6	-	-	U3
	Primary Ground OC	2.0 (480 A at 12.47 kV)	13.4	-	-	U3
SEL751, 5R56	Phase OC	7 (560 A at 12.47 kV)	5.5	-	-	U4
	Ground OC	3 (240 A at 12.47 kV)	8.3	-	-	U3
BE1-51, Bank 2	Backup Phase OC	2.25 (203 A at 115 kV)	16	12 (2430 A)	-	B6
SEL 387E, Bank 2	Primary Phase OC	2.2 (198 A at 115 kV)	3.1	-	-	U3
	Primary Phase OC	4.4 (1760 A at 12.47 kV)	6.8	-	-	U3
	Primary Ground OC	1.2 (480 A at 12.47 kV)	14.8	-	-	U3
SEL751, 5R70	Phase OC	7 (560 A at 12.47 kV)	5.5	-	-	U4
	Ground OC	3 (240 A at 12.47 kV)	8.3	-	-	U3
SEL751, 5R93	Phase OC	7 (560 A at 12.47 kV)	5.5	-	-	U4
	Ground OC	3 (240 A at 12.47 kV)	8.3	-	-	U3

Table 9-10: Oak Knoll Substation Feeder Relay Settings, Existing

K4056, K4070, K4093						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	560 A	1	0	---	117
	Phase Fast	560 A	1	0	---	104
	Phase HCT	Disabled	---	---	---	---
	Ground Slow	240 A	1	0	---	135
	Ground Fast	240 A	1	0	---	106
	Ground HCT	Disabled	---	---	---	---
	Reclose	0.6-sec/5-sec/lockout (3-shot)				
	Phase CLPU	560 A	2	0	---	117
	Ground CLPU	240 A	2	0	---	135
	Reclose CLPU	5-sec/lockout, Active time: 15 seconds				

9.5 FIELD RECLOSER AND VFI SWITCHGEAR SETTINGS

Ashland has ten (10) CPS/Eaton VFI switchgear sectionalizing devices, and three (3) CPS/NOVA field reclosers with Cooper Form 6 controls. The ten VFIs are listed below and most of the protected ways are set at 200 A as a feeder tap using the Cooper EF curve, while a few others serve smaller taps with lower settings.

Address	Map Location ID	Settings
• 811 Briggs Ln	E5043630	Tap 1 60A, Tap 2 60A
• 1299 Hagen Way	E5101731	Tap 1 20A, Tap 2 40A
• 396 Randy St.	E5057535	Tap 1 40A, Tap 2 40A
• 842 Kestrel PW	E5046550	Tap 1 100A, Tap 2 100A

- 2202 Abbott Ave E5112300 Tap 1 vacant, Tap 2 200A
- 2200 Ashland St. E5142827 Tap 1 vacant, Tap 2 200A
- 310 Kestrel PW E5046603 Tap 1 200A, Tap 2 200A
- 955 E Nevada St. E5048601 Tap 1 200A, Tap 2 20A
- 489 Russell St. E5097835 Tap 1 200A, Tap 2
- 449 Rogue Pl E5046183 Tap 1 200A, Tap 2

Their field NOVA controller settings for the three filed reclosers are summarized in Table 9-11.

Table 9-11: Field Recloser Controller Settings, Existing

2 nd and B Street, Feeder A2002						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	200 A	1	0	---	165
	Phase HCT	Disabled	---	---	---	---
	Ground Slow	150 A	1	0	---	133
	Ground HCT	Disabled	---	---	---	---
	Reclose	lockout (1-shot)				
	Phase CLPU	450 A	1	0	---	165
	Ground CLPU	210 A	1	0	---	133
	Reclose CLPU	lockout (1-shot), Active time: 30 seconds				
Iowa and Morton Street, Feeder M3009						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Slow	200 A	1	0	---	165
	Phase HCT	Disabled	---	---	---	---
	Ground Slow	150 A	1	0	---	133
	Ground HCT	Disabled	---	---	---	---
	Reclose	lockout (1-shot)				
	Phase CLPU	450 A	1	0	---	165
	Ground CLPU	210 A	1	0	---	133
	Reclose CLPU	lockout (1-shot), Active time: 30 seconds				
Southern Oregon University, Feeder K4070						
Device	Element	Pickup (Primary)	Time Dial	Time Adder	Min. Resp. Time	Curve
Cooper F6	Phase Fast	300 A	1	0	---	117
	Phase HCT	Disabled	---	---	---	---
	Ground Fast	150 A	1	0	---	138
	Ground HCT	Disabled	---	---	---	---
	Reclose	lockout (1-shot)				
	Phase CLPU	450 A	1	0	---	117
	Ground CLPU	225 A	1	0	---	138
	Reclose CLPU	lockout (1-shot), Active time: 30 seconds				

9.6 PROTECTIVE DEVICE COORDINATION CURVES

Explanation of Time-Current Curves

Coordination analysis was performed using EasyPower software due to the extensive library of devices. EasyPower plots the time-current curve characteristics of the various system protective devices (relays/recloser controllers/fuses) corresponding to their particular rating or setting and identifies each device curve with a label. Other useful information is plotted on the diagrams to assist in interpreting the results, such as:

Transformer Full Load Current: Full-load current is calculated based on the power transformer nominal self-cooled or “OA” rating. This value of current is plotted on the time-current curve’s upper horizontal axis as a short, vertical line, labeled “XFMR X FLA”.

Transformer Inrush Current: Inrush current usually ranges from 8 to 12 times the power transformer full-load current, at 0.10 seconds. This value is plotted as a bullet and labeled “XFMR X INRUSH.” Protective devices upstream of the transformer must be set to allow transformer inrush current to flow without the device tripping.

Transformer Damage Curves: ANSI Standard C57.109 specifies damage curves for transformers. For delta-wye transformers, EasyPower plots a two-part curve based on this ANSI standard. The upper part of the curve is the 100 percent damage curve for 3-phase faults. The lower part of the curve, starting with the vertical-line portion and going downward, is the 58 percent damage curve for phase-to-ground faults. The lower part of the 58 percent curve shows the mechanical damage curve.

Conductor Damage Curves: Conductor damage curves are included to indicate conductor annealing characteristics and are labeled with the size and material of the conductor. Usually only the smallest conductors (lowest ampacity rating) in the portion of the system selected for evaluation are shown, with larger conductors inherently having much greater capacity.

Maximum Fault Current: For devices having interrupting ratings, such as fuses and circuit reclosers and circuit breakers, the plot cuts off at the value for maximum total fault at that bus location. This total fault current may in fact be higher than the actual maximum current the device must interrupt if there is motor contribution to fault current from the load side of the protective device. These values are plotted as a short vertical line, ‘tick’ marks, along the TCC lower horizontal axis, labeled “DEVICE ID”, and also identify the available asymmetrical fault current, the current used to determine trip time.

Protective Device Pickup Current: All protective devices have a current pickup setting. This value of current is identified on the time-current curve upper horizontal axis by plotting a short, vertical line, labeled “DEVICE ID”.

Time-Current Curve Plots

In an attempt to condense the quantity of coordination time-current curves, where possible, multiple downstream components have been placed on the same time-current curve plot. To eliminate redundancy, most often the largest downstream tap or transformer has been chosen to evaluate system coordination, assuming less rated devices will inherently coordinate.

A ‘phase’ and ‘ground’ time-current curve plot has been prepared for each feeder, displaying the existing device settings and ratings. Curves for each feeder are presented in Appendix A.

9.7 ANALYSIS OF EXISTING SETTINGS

The protective device coordination evaluation for the City’s distribution system indicated that all Ashland Substation feeder recloser control settings are identical, all the Oak Knoll Substation feeder recloser control settings are identical, and three of the four Mountain Avenue Substation feeder recloser controls have the same settings except for Feeder M3009. Most of the feeder

reclosers have a scheme of 1-fast and two-slow operations until the recloser locks out, while Feeder M3009 has slow operations only based on the record settings. All feeder reclosers have Cold Load Pickup (CLPU) enabled as well.

The multiple shot reclosing allows for different coordination curves to be applied with each reclose attempt. In this case with a '1-fast and two-slow' scheme, it allows for fast downstream "fuse-saving" operation to be applied before slower operation and longer open intervals are applied ("fuse-clearing") to allow downstream fuses to clear permanent faults. This feature is illustrated in almost all the TCCs for feeder protection.

CLPU is used to prevent inadvertent trips from occurring during restoration after a sustained outage. Cold load is the 'phenomenon where excessive currents are drawn by distribution loads when restored after extended outages'. Sometimes it may be extremely difficult to reenergize the circuits without causing protective devices to operate due to high inrush currents caused by magnetizing currents to transformers, motor starting, capacitor charging currents, currents to raise heating device temperatures, loss of load diversity, etc., at different time durations varying from cycles to seconds. The inrush current can be more than 200% of the normal operating current for approximately 2 seconds, with the magnitude of the inrush current mostly related to load diversity. Typically, a 200% to 400% of full load for CLPU is considered reasonable but could be low and cause relay mis-operation during service restoration. It can also be achieved by manipulating the time multipliers for the protection curves.

Upon reviewing the TCCs in Appendix A, it appears that:

- The protection between substation relays and feeder recloser controllers coordinate. Fast operation by reclosers can save major tap fuses during momentary faults.
- Field VFIs and field reclosers coordinate well with substation feeder reclosers.
- The large downstream fuses may not coordinate with the recloser control in the long-time region, especially for ground protection, but the coordination in the short-time and instantaneous regions is acceptable.
- Along Feeder K4093, the underground tap to Clay St. is protected by 140A fuses based on the City's electrical map, while the downstream VFI at E2300 (Abbott Avenue) appears to be set at 200 A. The coordination around the short-time and instantaneous region between these devices appears to be reasonable, however, we recommend the City consider adjusting these tap pickups from 200 A to 140 A or less.

9.8 CONCLUSIONS

This report evaluates Ashland's major protective device components and feeder main tap coordination during normal configurations. No specific protective changes are recommended, except feeder M3009 recloser settings as noted. However, other minor suggested recommendations presented in this report should be reviewed and evaluated by Ashland on an as-needed basis or as time allows such verification and subsequent modification.

- The City's electrical map system is missing fuse data in many locations. We recommend the City verify installed fuses and complete the map data.

- Verify Feeder M3009 recloser settings and adjust them to be identical with other Mountain Avenue Substation feeder settings if inappropriate implementation is confirmed.
- Due to the age of equipment, test all feeder recloser and switchgear devices on a 5-year basis to verify working condition. All sectionalizing devices should be exercised to ensure proper operation.
- As stated above, this review addresses major substation protection and backbone feeder coordination during normal configurations. Most of the small feeder tap fuses were not modeled as they are not expected to have coordination problems with substation reclosers. If the City has any concerns about any taps off the backbone feeder, a specific review can be done upon request.

Table 9-12: Type K Fuse Link Coordination Between EEI-NEMA Type K Fuse Links

Protecting Fuse Link Rating (amperes)	Protected Link Rating													
	8K	10K	12K	15K	20K	25K	30K	40K	50K	65K	80K	100K	140K	200K
	Maximum Fault Current At Which B Will Protect A (amperes)													
6K		190	350	510	650	840	1060	1340	1700	2200	2800	3900	5800	9200
8K			210	440	650	840	1060	1340	1700	2200	2800	3900	5800	9200
10K				300	540	840	1060	1340	1700	2200	2800	3900	5800	9200
12K					320	710	1060	1340	1700	2200	2800	3900	5800	9200
15K						430	870	1340	1700	2200	2800	3900	5800	9200
20K							500	1100	1700	2200	2800	3900	5800	9200
25K								660	1350	2200	2800	3900	5800	9200
30K									850	1700	2800	3900	5800	9200
40K										1100	2200	3900	5800	9200
50K											1450	3500	5800	9200
65K												2400	5800	9200
80K													4500	9200
100K													2400	9100
140K														4000

This table shows maximum values of fault currents at which EEI-NEMA Type K fuse links will coordinate with each other. The table is based on maximum-clearing time curves for protecting links and 75 percent of minimum-melting time curves for protected links.

Cooper Power Systems Reference

Table 9-13: Type T Fuse Link Coordination Between EEI-NEMA Type T Fuse Links

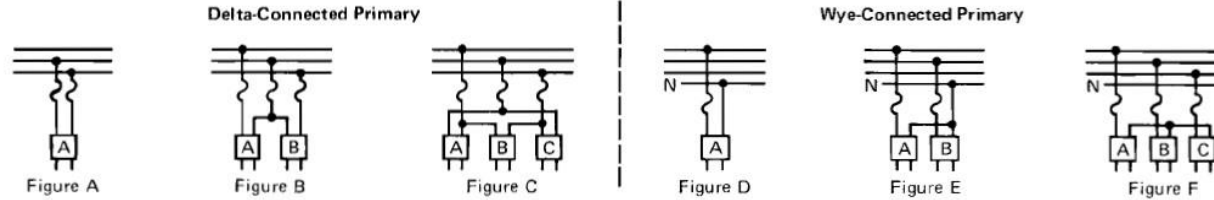
Protecting Fuse Link Rating (amperes)	Protected Link Rating													
	8T	10T	12T	15T	20T	25T	30T	40T	50T	65T	80T	100T	140T	200T
	Maximum Fault Current At Which B Will Protect A (amperes)													
6T		350	680	920	1200	1500	2000	2540	3200	4100	5000	6100	9700	15200
8T			375	800	1200	1500	2000	2540	3200	4100	5000	6100	9700	15200
10T				530	1100	1500	2000	2540	3200	4100	5000	6100	9700	15200
12T					680	1280	2000	2540	3200	4100	5000	6100	9700	15200
15T						730	1700	2540	3200	4100	5000	6100	9700	15200
20T							990	2100	3200	4100	5000	6100	9700	15200
25T								1400	2600	4100	5000	6100	9700	15200
30T									1500	3100	5000	6100	9700	15200
40T										1700	3800	6100	9700	15200
50T											1750	4400	9700	15200
65T												2200	9700	15200
80T													7200	15200
100T													4000	13800
140T														7500

This table shows maximum values of fault currents at which EEI-NEMA Type T fuse links will coordinate with each other. The table is based on maximum-clearing time curves for protecting links and 75 percent of minimum-melting time curves for protected links.

Cooper Power Systems Reference

Table 9-14: Distribution Transformer Fuse Protection

Suggested Primary Fusing for Distribution Transformers
Fuse Ratings Based on Use of EEI-NEMA Type “K” or “T” Fuse Links and High-Surge Type “H” Links
(Protection Between 200% and 300% of Rated Load)



Transformer Size (kVA)	7200 Delta				7200/12470Y		7620/13200Y		12000 Delta			
	Figures A and B		Figure C		Figures D, E and F		Figures D, E and F		Figures A and B		Figure C	
	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating
3	.416	1H	.722	1H	.416	1H	.394	1H	.250	1H	.432	1H
5	.694	1H	1.201	1H	.694	1H	.656	1H	.417	1H	.722	1H
10	1.389	2H	2.4	5H	1.389	2H	1.312	2H	.833	1H	1.44	2H
15	2.083	3H	3.61	5H	2.083	3H	1.97	3H	1.25	1H	2.16	3H
25	3.47	5H	5.94	8	3.47	5H	3.28	5H	2.083	3H	3.61	5H
37.5	5.21	6	9.01	12	5.21	6	4.92	6	3.125	5H	5.42	6
50	6.94	8	12.01	15	6.94	8	6.56	8	4.17	6	7.22	10
75	10.42	12	18.05	25	10.42	12	9.84	12	6.25	8	10.8	12
100	13.89	15	24.0	30	13.89	15	13.12	15	8.33	10	14.44	15
167	23.2	30	40.1	50	23.2	25	21.8	25	13.87	15	23.8	30
250	34.73	40	59.4	80	34.73	40	32.8	40	20.83	25	36.1	50
333	46.3	50	80.2	100	46.3	50	43.7	50	27.75	30	47.5	65
500	69.4	80	120.1	140	69.4	80	65.6	80	41.67	60	72.2	80

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Suggested Primary Fusing for Distribution Transformers
Fuse Ratings Based on Use of Type “N” Fuse Links and High-Surge Type “H” Links
(Protection Between 200% and 300% of Rated Load)

Transformer Size (kVA)	7200 Delta				7200/12470Y		7620/13200Y		12000 Delta			
	Figures A and B		Figure C		Figures D, E and F		Figures D, E and F		Figures A and B		Figure C	
	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating	Rated Amps	Link Rating
3	.416	1H	.722	1H	.416	1H	.394	1H	.250	1H	.432	1H
5	.694	1H	1.201	1H	.694	1H	.656	1H	.417	1H	.722	1H
10	1.389	2H	2.4	5H	1.389	2H	1.312	2H	.833	1H	1.44	2H
15	2.083	3H	3.61	5H	2.083	3H	1.97	3H	1.25	1H	2.16	3H
25	3.47	5H	5.94	10	3.47	5H	3.28	5H	2.083	3H	3.61	5H
37.5	5.21	8	9.01	20	5.21	8	4.92	8	3.125	5H	5.42	8
50	6.94	10	12.01	20	6.94	10	6.56	10	4.17	8	7.22	15
75	10.42	20	18.05	30	10.42	20	9.84	20	6.25	10	10.8	20
100	13.89	20	24.0	40	13.89	20	13.12	20	8.33	15	14.44	20
167	23.2	40	40.1	60	23.2	40	21.8	30	13.87	20	23.8	40
250	34.73	50	59.4	100	34.73	50	32.8	50	20.83	30	36.1	60
333	46.3	60	80.2	150	46.3	60	43.7	60	27.75	40	47.5	85
500	69.4	100	120.1	150	69.4	100	65.6	100	41.67	60	72.2	100

Cooper Power Systems Reference

Table 9-15: ELF Fuse Electrical Ratings and Characteristics

Fuse Ratings		Cutout Rating		Continuous Current Ratings (A) ^a			Minimum Melt I ² t (A ² • s)	Maximum Clear I ² t (A ² • s)	Maximum Interrupting Current (A rms symmetrical)
Voltage (kV)	Current (A)	Voltage (kV)	BIL (kV)	25°C	40°C	55°C			
8.3	6	15	110	8	7	6	520	4550	31000
	8			12	11	11	1150	6500	
	12			18	17	16	1150	7000	
	18			25	24	23	1350	8600	
	20			27	26	25	2000	11700	
	25			34	33	31	2900	17000	
	30			43	41	39	4000	20000	
	40			50	48	46	8000	39000	
	50*			68	65	62	16000	65000	
	65*			78	75	71	20000	100000	
	80*			95	91	87	32000	150000	
	100*			120	114	109	46000	215000	

a. For temperatures other than listed, a deration factor of 0.26% per °C can be applied.

* Multi-barrel design

** 15 kV, 125 kV BIL, 6 through 25 A (single barrel part numbers FAK44W6 through FAK44W25) and 30 through 50 A (double barrel part numbers FAK44W30P, AK44W40, and FAK44W50) have been tested and approved for 17.2 kV application.

Table 9-16: ELF-LR Fuse Electrical Ratings and Characteristics

Fuse Ratings		Mount Rating		Continuous Current Ratings (A)*			Minimum Melt I ² t (A ² •s)	Maximum Clear I ² t (A ² •s)	Maximum Current Interrupting (A rms symmetrical)
Voltage (kV)	Current (A)	Voltage (kV)		25°C	40°C	55°C			
8.3/13.2	6	7.2	8	7	6	520	4000	50,000	
	8	7.2	12	11	11	1150	5000	50,000	
	12	7.2	18	17	16	1150	5000	50,000	
	18	7.2	25	24	23	1350	8000	50,000	
	20	7.2	27	26	25	2000	10000	50,000	

a. For temperatures other than listed, a deration factor of 0.26% per °C can be applied.

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Table 9-17: ELF Fuse Coordination Between EEI-NEMA Type K Fuse Links

Protecting ELF fuse current rating (A)	Protected K-Link current rating (A)										
	15	20	25	30	40	50	65	80	100	140	200
6	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
8	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
12	55	90	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
18	–	–	90	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
20	–	–	70	130	31000*	31000*	31000*	31000*	31000*	31000*	31000*
25	–	–	–	90	170	31000*	31000*	31000*	31000*	31000*	31000*
30	–	–	–	–	130	385	31000*	31000*	31000*	31000*	31000*
40	–	–	–	–	–	170	230	350	31000*	31000*	31000*

* 31,000 A at 8.3 kV. 20,000 A at 15 kV

Table 9-18: ELF Fuse Coordination Between EEI-NEMA Type T Fuse Links

Protecting ELF fuse current rating (A)	Protected T-link current rating (A)										
	15	20	25	30	40	50	65	80	100	140	200
6	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
8	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
12	–	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
18	–	–	–	31000*	31000*	31000*	31000*	31000*	31000*	31000*	31000*
20	–	–	–	–	31000*	31000*	31000*	31000*	31000*	31000*	31000*
25	–	–	–	–	31000*	31000*	31000*	31000*	31000*	31000*	31000*
30	–	–	–	–	–	31000*	31000*	31000*	31000*	31000*	31000*
40	–	–	–	–	–	–	31000*	31000*	31000*	31000*	31000*

* 31,000 A at 8.3 kV. 20,000 A at 15 kV

Cooper Power Systems Reference

Chapter 10 RENEWABLE ENERGY

10.1 GENERAL

In 2011, the City of Ashland initiated a Climate & Energy Action Plan (CEAP) with a vision to reduce greenhouse gas emissions and improve the resilience of the environment, infrastructure, and people from future impacts of climate change. The Goals of the plan are to:

- Reduce overall Ashland community greenhouse gas emissions by 8% on average every year to 2050
- Attain carbon neutrality in City operations by 2030, and reduce fossil fuel consumption by 50% by 2030 and 100% by 2050
- Be ready for projected climate changes

The focus of the electric department planning study is to attempt to prepare the electrical infrastructure for future demands and includes a review of the impacts of growth, weather, and climate concerns. To align system planning with the City's CEAP this section will address the following considerations:

- Recommendations for integration of the City's Climate and Energy Action Plan (CEAP) and potential impacts on electrical infrastructure.
- Opportunities and barriers for adding renewable energy resources such as solar, wind, and/or hydro power, etc.
- An assessment of the City's readiness to accommodate high adoption of Electric Vehicles (EVs) and fuel-switching (natural gas reduction)

This chapter discusses the existing situations of the City's policy, program, load profiles, barriers and challenges, and provides recommendations attempting to prepare the electrical infrastructure for future demands and align system planning with the City's CEAP to the extent possible.

10.2 CLIMATE & ENERGY ACTION PLAN (CEAP)

Initiated in 2011 and approved in 2017, the City's CEAP outlines a vision of collaboration in a long-term effort to achieve the CEAP goals by following several different paths, including:

- Transition to clean energy
- Maximize water and energy efficiency and reuse
- Support climate-friendly land use and management
- Reduce consumption of carbon-intensive goods and services
- Inform and work with residents, organizations, and government
- Lead by example

10.3 TRANSITION TO CLEAN ENERGY

Using clean energy is one of the major paths in the City's CEAP, and the City plans to do the following to increase the clean energy resources gradually.

10.3.1 Natural Gas Ban Or Fuel-Switching Policy

In 2023, the City of Ashland voted and decided to develop an ordinary ban on natural gas for new residential development. Ashland became the third Oregon city to commit to developing a policy to transition new homes off fossil fuels. Once passed, appliances for heating or cooking would have to be all electric for new home construction. This is intended to reduce fossil fuel consumption and greenhouse gas emissions. However, the increased use of electric appliances will increase the electric load and is likely to have an impact on the City's electric systems.

For example, based on the discussion in Chapters 3, 5, and 7 the peak demand (including PacifiCorp's load) in Ashland Substation during the 10-year historical peak in 2021 was about 94% of the transformer overload rating of 20 MVA. PacifiCorp typically uses 120% of the nameplate rating as their guide for Winter capacity rating. However, the City of Ashland has a Summer peak load pattern. The Ashland substation is very near capacity and may be under capacity if extreme summer weather conditions occur. Load growth that affects peak conditions can be expected to further stress the system. The increase in use of electrical appliances, as well as the shift from traditional vehicles to EVs, is likely to further exacerbate the stress on Ashland Substation.

PacifiCorp also has a feeder served out of its Ashland Substation with considerable load. We recommend the City work with PacifiCorp to monitor this substation peak, especially during peaking hours in summer and winter.

To address the potential overloading condition on Ashland Substation and allow for load growth the achieve the CEAP goals, relocating feeder sections to Mountain Avenue Substation can provide temporary relief but, for long-term planning, we recommend the City consider building a City-owned substation next to the existing Ashland Substation with more capacity, control, and reliability for both normal feeder switching configurations and emergency configurations with feeder interconnections to other substations feeders. This will greatly improve the resilience of the City's electric system.

10.3.2 Increase Renewable Energy Portfolio

According to the US Energy Information Administration, utility-scale electricity generation in the United States is mainly from three fuel categories: fossil fuels, nuclear energy, and renewable energy. Other utility-scale sources include non-biogenic municipal solid waste, batteries, hydrogen, purchased steam, sulfur, tire-derived fuel, and other miscellaneous energy sources.

Fossil fuels involve coal, natural gas, petroleum, and other gases, while renewable energy sources include wind, hydro, solar (photovoltaic and solar thermal), biomass (wood, landfill gas, solid waste, and other biomass waste), and geothermal.

Figure 10-1 shows the recent electricity fuel mix profiles for the nation and Oregon in general. Figure 10-2 shows the electricity fuel mix profile for the Bonneville Power Administration (BPA). Using the 2021 data as an example for a horizontal comparison in Figure 10-3, BPA's electricity fuel mix profile shows much more renewable sources than the percentage at the national and

State levels, specifically ~85% for BPA vs. 50% for Oregon in average and 22.5% for the nation in 2021.



Figure 10-1: National (on the right) and Oregon (on the left) Electricity Fuel Mix, 2021 [Source: <https://www.oregon.gov/energy/energy-oregon/pages/electricity-mix-in-oregon.aspx>. The available data on this website is only up to 2021]

BPA Fuel Mix Percent Summary. Calendar Year 2023.

Type	CY 2021	CY 2022	CY 2023	Percent Change
Biomass and Waste	0.000%	0.0%	0.0%	0%
Geothermal	0.000%	0.0%	0.0%	0%
Small Hydroelectric	0.853%	0.7%	0.8%	0%
Solar	0.000%	0.0%	0.0%	0%
Wind with RECs	0.000%	0.0%	0.0%	0%
Coal	0.000%	0.0%	0.0%	0%
Large Hydroelectric	83.652%	84.2%	77.2%	-7.1%
Natural Gas	0.000%	0.0%	0.0%	0%
Nuclear	10.894%	11.0%	11.3%	0%
Non Specified purchases ¹	3.982%	3.4%	10.1%	6.7%
EIM purchases ²	0.000%	0.3%	0.2%	0%
Wind without RECs ³	0.619%	0.4%	0.4%	0%
Total		100%	100%	

- 1) Non Specified purchases are purchases made from another system without knowledge of specific fuel type. Reporting agencies in Washington assign their generic fuel mix to the BPA purchase amount based on their determination of the Northwest power pool region resources. This figure does not include amounts of power available to BPA through participation in the EIM.
- 2) BPA joined the Western Energy Imbalance Market (EIM) in May 2022.
- 3) BPA conveys its RECs to other parties and does not retire them.

Figure 10-2: BPA Fuel Mix Summary in 2021, 2022, and 2023
[Source: <https://www.bpa.gov/-/media/Aep/power/fuel-mix/2022-bpa-fuel-mix.pdf>,
<https://www.bpa.gov/-/media/Aep/power/fuel-mix/2023-bpa-fuel-mix.pdf>]

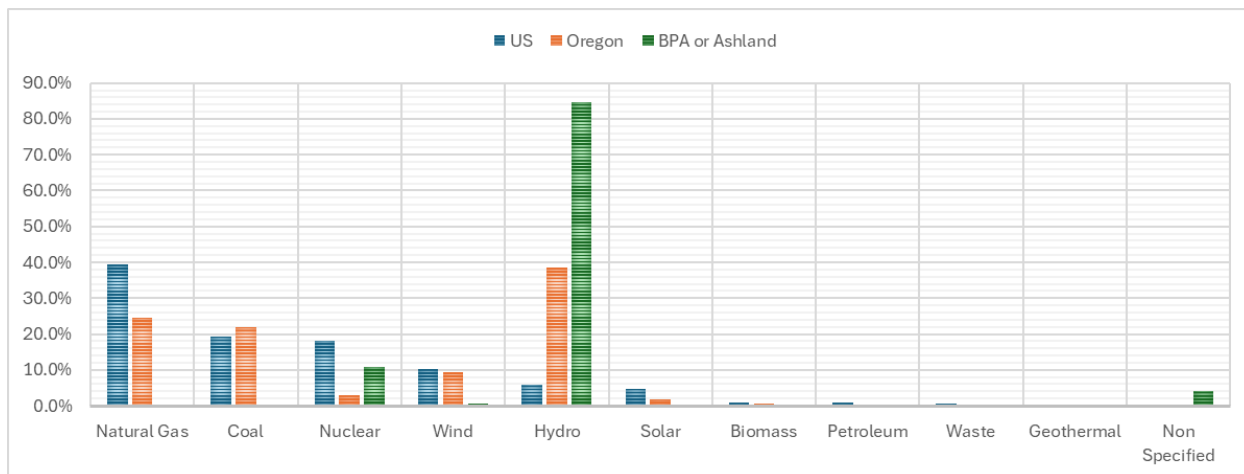


Figure 10-3: Electricity Resource Profile Comparison Between The Nation, Oregon, and BPA/Ashland, 2021

At the time of this study, the City of Ashland is a full-requirements customer of BPA and BPA provides all of the electricity purchased by the City. Therefore, the City's fuel mix is mainly determined by BPA's energy fuel mix. As a result, the City of Ashland's renewable energy portfolio was approximately 85% in 2021 and 78% in 2023 for energy imported from BPA. The actual percentage for the City will be slightly higher due to the small hydro and accumulated small commercial and residential PV generation in the City's electric system. Also note that 11% of BPA portfolio is from nuclear power generation. Therefore, only 5% to 10% of the energy purchased by the City is from potential greenhouse gas emitting production.

The annual percentage of renewable energy resources changes depending on weather, reservoir storage, and other factors. For example, hydro generation dropped 7.1% in 2023 compared to 2022, which affects Ashland's electricity fuel mix. If the BPA energy fuel mix profile is not completely renewable, Ashland's fuel mix will be similar due to the BPA power import dependency.

The City of Ashland can buy additional renewable resources from the open market and have that energy wheeled through BPA's transmission network. That energy could be used to offset the non-renewable energy in the BPA profile. The actual energy delivered by BPA would of course still have the same energy mix but, by offsetting the amount of non-renewable energy that would have been delivered, the City would effectively be 100% greenhouse gas free.

Adding residential, commercial, and community-level renewable energy resources such as solar energy, small hydro, and other types has a similar impact in terms of the renewable energy portfolio. Even though they are mostly small-scale, they are within or near the City's network and do not need transmission wheeling services, which might be more cost-effective.

Solar Energy (Photovoltaic)

The City of Ashland started community and commercial solar projects in 2000. Figure 10-4 shows the annual installation capacity profile between 2000 and 2017. Based on the latest information available the total installed commercial solar is about 1.28 MW, and the total installed residential solar is about 3.82 MW. That is overall 5.1 MW of nameplate capacity. The expected summer peak output is about 3.5 to 4 MW assuming fixed axis stands, modern PV panel ratings, and Ashland's solar irradiance profile.

For solar energy (or other renewables) less than or equal to 25 kW, there are generally no barriers or issues with installation as long as they meet NEC and the City's metering and installation requirements. For solar energy (or other renewables) greater than 25 kW and less than 200 kW, depending on the location and total installed capacity versus available capacity, prior consultation and approval by the City are required and generally engineering studies are required to ensure voltage stability, service reliability, and no transmission export. The City, State, and Federal Government have various incentive programs for these levels of solar projects.

A system definition of 'Large' is relative to where the generation is connected. For distribution level connections, large is greater than 200 kW. BPA's standard classifies as a small generation resource when a single or combined generating capacity is greater than 0.2 MW and equal to or less than 20 MW. This is primarily a function of transmission connection. Post-2028 BPA contracts under discussion with the City would allow the City to develop a single combined generation capacity of up to 5 MW. However, the City has no transmission resources as the City's electric infrastructure is distribution only. Interconnection of large PV generation requires Feasibility, Impact, and Facility studies on the feeder level, substation level, and transmission level by both the City and transmission provider (BPA or PacifiCorp in this case).

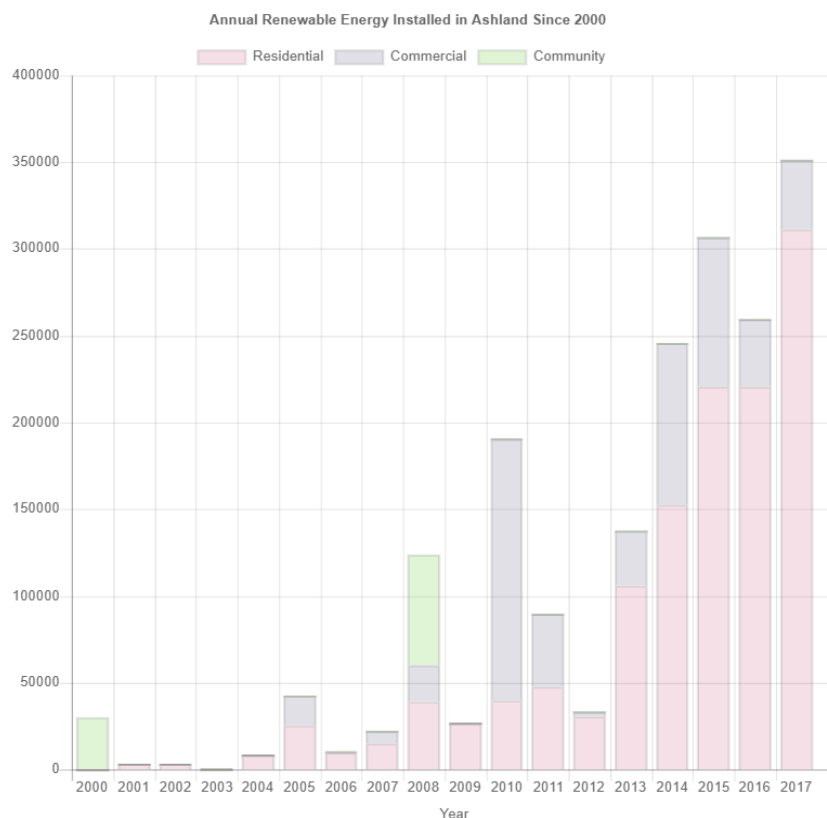


Figure 10-4: Installed Solar Energy Capacity (Watts) In Ashland Since 2000

Hydro Power

The City of Ashland has an existing small hydro generation, Reeder Gulch Hydroelectric (RGH) at Hosler Dam, which has an 845 kVA generator with its power output limited by penstock and water demand. According to the City's SCADA system, this unit is outputting ~250 kW of power continuously during normal conditions.

Adding additional generators is not feasible but the existing unit is capable of higher output. Upgrades to the turbine and/or needle valves would allow for an increase in output closer to the generator nameplate. Additional capacity improvements can be achieved by modifying the penstock but would likely be at a much higher cost. In any case, the Reeder Gulch Hydro is a significant renewable energy resource that is already owned and operated by the City and should be utilized at maximum capacity. We also note that the capacity factor of the Reeder Gulch Hydro is significantly higher than PV systems are capable of due to the ability to run 24 hours a day, dependent only on water resources. Therefore, to achieve the same energy output a much larger PV system would be required.

Other Resources

Other potential renewable resources include biomass, biogas, geothermal, and wind. These do not necessarily need to be within the City's electric service territory and can be in the nearby region. For example:

- Potential biomass plant expansion in the Rogue Valley and potential biomass cogen plant project at Southern Oregon University.
- Methane gas from food waste, yard waste, and manure that can be used to generate electricity or as a vehicle fuel.
- Geothermal for power generation (e.g., geothermal plant in Oregon Institute of Technology OIT campus, about 2 MW) or direct use for heating
- County-level collaborative efforts in wind energy

When these potential resources are considered, similar interconnection studies are required to evaluate the feasibility, impact, required system upgrades, and associated budget for construction and future maintenance.

10.3.3 Electric Vehicle (EV)

The use of EVs has increased steadily over the past 10 years as the technology matures and more charging stations are available. EVs have the potential to meet transportation needs and be part of the clean energy future. According to Oregon.gov, the total number of registered electric vehicles in Oregon as of July 2023 was 74,427. The City of Ashland (Zip Code: 97520) had approximately 900 in July 2023. EV growth over the past three years has averaged about 150 vehicles a year and is likely to continue near that rate or faster, depending on available vehicles, charging infrastructure, and government incentives. As such, the City can expect to at least double EV use in the next 5 to 6 years in Ashland depending on regulating & incentive policies and supply chain considerations.

EVs are an important part of the City of Ashland's CEAP. The City has various incentive programs for EVs, E-Bikes, chargers, etc. The City currently has approximately 4,590 households with an average car ownership of two per household. For planning purposes, if the City is able to sufficiently incentivize EV use such that there is an average of one EV per household along with the 0.63% growth rate discussed in Section 3, the City could see as many as 5000 EVs in use in 10 years.

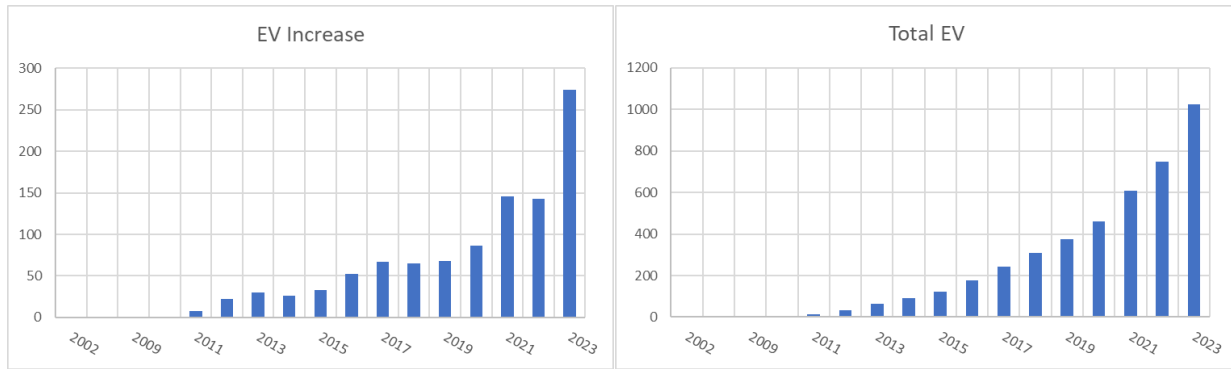


Figure 10-5: Annual EV Increase and Accumulated Total From 2000 to 2023 [Source: <https://www.oregon.gov/energy/Data-and-Reports/Pages/Oregon-Electric-Vehicle-Dashboard.aspx>. The above statistic data stops in December 2023]

Currently, the City has and/or plans to install the following charging stations:

- 16 City-owned, Level 2 chargers [Public access]
- 24 Tesla superchargers [Public access]
- 11 City-owned Level 2 chargers at the service center;
- Plan to add six more Level 2 and two Level 3 chargers at the service center
- Plan to add 20 more City-owned Level 2 public chargers in 2024 [Public access]
- Southern Oregon University has 14 level 2 EV chargers on campus [Public access]

Table 10-1: Typical EV Charger Profile

Charger Type	Typical Output Power	Estimated Charging Time (40 kWh)	Estimated Range per Hour	User Case
Level 1	1 – 1.8 kW	22 – 40 hours	3 – 7 miles/hour	Home / Backup
Level 2	3 – 22 kW	2 – 13 hours	10 – 75 miles/hour	Work / Hotel / Public chargers
Level 3	30 – 360 kW	15 mins – 1.5 hours	120 – 1400 miles/hour	Fleets / Dealer / Hwy service / Supercharger

Different chargers have various performance and power requirements as outlined in

Table 10-1. Besides the clean energy feature of EVs, increased EV brings the following challenges:

- **Increase power demand.** EV charging requires a significant amount of electricity, especially during peak charging periods. This increased demand can strain the existing electric system infrastructure, leading to potential issues such as voltage fluctuations and load imbalances.
 - Uncontrolled charging increases the system peak demand. For about 1000 EVs (Figure 10-5), assuming each has a charger. 70% of the chargers are Level 1, ~1.5 kW, 30% are Level 2, ~15 kW, uncontrolled charging, and a diversity factor of 2.5 (40% are in use concurrently), The estimated total kW increase during the charging hours is about 2.2 MW. Without diversifying the total estimated peak is about 5.5 MW.

- Smart charging technology or algorithms including delayed charging, controlled charging, demand response, or using a dynamic rate structure to reshape the load curve (aka. peak shift or shaving). These technologies or algorithms are common in some of the public utilities in California. As EV counts increase, we recommend the City monitor the daily feeder load pattern/shape and implement associate alerts or flags. A smart charging policy/program may be needed and should be discussed before the EV load profile becomes a concern.
- **Potential equipment overload.** Simultaneous charging during peak times can overload local transformers and distribution circuits, which can result in power outages or require expensive infrastructure upgrades to meet the growing demand.

- **Capital Cost from infrastructure upgrades.**

Distribution transformers have to be sized with future EV additions. We recommend the City consider the future of Electric Vehicle (EV) impact on the distribution facilities by increasing transformer capacity in new developments. An estimated 5 kW per resident should be allocated when sizing new transformers. The EV charger minimal use time will impact transformer energy losses which must be paid for by the serving utility (City of Ashland) and will likely impact future electric rates.

Other costs can be technology upgrades for smart charging based on demand response.

The impact of increased EV use in the City over the next 10 years will affect the City peak demand and total energy consumption. However, the impact on peak demand is difficult to predict as the charger technologies mature and the City may be able to take steps, such as regulating smart charging, to help reduce coincident charging load. Based on information from the Department of Transportation, Energy consumption can be estimated to be ~11.81 kW-hrs per day per EV. With an increase in vehicle count of 4000 EVs over the next 10 years, the total energy consumption increase can be estimated to be about 17,242 MWh per year. That is an increase of ~10% in energy consumption based on the average yearly totals over the past 10 years.

As a rough estimate of peak demand impact, we can assume ~70% Level 1 charging and ~30% Level 2 charging with power requirements of 1.5 kW and 15 kW respectively. With a diversity factor (ratio of sum of non-coincident maximum load to coincident peak) of 2.5 the estimated peak demand for EV charging can be estimated to be ~8.9 MW. If that peak occurs coincident with the existing summer peak, and with the estimated peak demand increase from growth outlined in Section 5, the City could see peak demand in excess of 58 MW within a 10-year period without using any smart charging technology or algorithms to shave or shift the peak.

10.4 DISCUSSION AND RECOMMENDATIONS

The City's goal of developing an electric energy usage that is 100% from non-fossil fuel resources can be achieved using several approaches. The primary methods for eliminating non-renewable energy from the City's use can be summarized as follows:

1. **Reduce energy consumption.** This approach can be used to reduce non-renewable consumption but cannot fully eliminate it. The City can expect an increase in consumption as EV numbers increase and the City's initiatives to electrify appliances that could alternatively utilize natural gas or other non-renewable resources will shift the

burden of non-renewable reduction to the electric system. However, any reduction in non-renewable energy consumption will put the City closer to achieving the 100% goal.

2. **Add additional renewable generation to the City's system.** This can be achieved by continuing to support community projects to add distributed generation resources. The City's current community 1 MW project will certainly support this approach. However, the City does not own transmission resources and has limited siting available for large-scale PV generation.
3. **Purchase renewable energy from an outside provider and have it wheeled to the City.** This option would typically involve identifying a renewable generation provider that would establish a power purchase agreement with the City and establishing a wheeling agreement with BPA and/or PacifiCorp. This requires the least amount of infrastructure changes to the City but would ultimately result in higher rates to consumers.

The first option can be achieved by developing programs to incentivize energy efficiency improvements and energy use reductions. A community program focused on energy efficiency and consumption reduction could include:

- Building audits and retrofits to HVAC equipment, lighting equipment, insulation systems, and appliances.
- Community awareness programs advocating good use habits including
 - Fully disconnecting charging devices and switching off standby equipment.
 - Draught-proofing windows and doors.
 - Turning off or reducing lights.
 - Reducing and/or consolidating washing.
 - Avoiding tumble drying.
 - Shorter shower durations and showers in lieu of baths.
 - Adjusting heating and cooling setpoints to reduce cycling
- Community program to provide rebates for energy efficiency improvements

The improvements from the energy efficiency program have the highest effectiveness in reducing non-renewable energy consumption.

The City and community-owned renewable generation resources directly create energy that offsets non-renewable resources. As stated above, large-scale generation projects are not likely to be feasible in the area without connecting directly to transmission. However, the City purchases all electric energy from BPA, the majority of which comes from the hydroelectric facilities in the BPA territory. As such, BPA's energy fuel mix is generally 78% to 85% renewable and an additional 11% non-greenhouse gas producing nuclear. Therefore, only 5% to 10% of the energy purchased by Ashland is potentially greenhouse gas producing. Ashland's energy consumption is typically on the order of 180,000 MWh per year. One approach the City might consider taking to achieve 100% greenhouse gas-free energy use is simply to identify enough renewable energy such that it offsets 5% to 10% of what would have been required to be purchased from BPA. Therefore, a reasonable target for directly procuring or generating renewable energy would be between 9,000 MWh and 18,000 MWh per year.

Currently, the installed commercial and residential PV capacity in the City is about 4 MW. The planned community 1 MW PV development would increase that capacity to 5 MW. In estimated effective capacity factor for PV in Southern Oregon is between 20% and 25%. At 20% the current and planned PV systems can be expected to produce ~9,000 MWh per year. The hydro output averages ~250 kW resulting in a total yearly production of about ~2,200 MWh. As stated above, we recommend the City work to increase hydro production which could improve the energy contribution.

The City's total renewable energy production, with the planned 1 MW PV system, is about 11,200 MWh per year. To fully offset the ~18,000 MWh of energy from greenhouse gas emitting processes the City will need to produce and/or procure an additional ~8,000 MWh of clean energy. Assuming a 20% capacity factor, the City would need an additional 4.6 MW of installed PV capacity or some other suitable clean energy source. The current growth trend in residential and commercial installed facilities will help reach the needed capacity. As discussed earlier in this report, we are recommending the Ashland Substation be expanded to a new City-owned substation to increase capacity and reliability. If a suitable site near Oak Street can be identified, adding a large PV system to the new substation development would be an option for adding the needed capacity.

The third option is a viable option for adding additional renewable energy to the City's profile but the cost of energy would be considerably higher than the rates the City currently pays. Unlike renewable development programs, we are not aware of any grant or incentive programs to offset the cost increases from wheeling energy directly from renewable power produce.



Council Business Meeting

Date: November 19, 2024

Agenda Item	First Reading ORD 3251 Repealing and replacing AMC Chapter 10.120 – Persistent Violations
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

This proposed ordinance amends the current “Persistent Violator” ordinance. Right now, in the current ordinance, law enforcement must wait to expel someone from an Enhanced Law Enforcement Area (ELEA) until that person is convicted of multiple violations and convictions prior to asking the Judge for expulsion. This ordinance changes so that a law enforcement officer can expel someone from an ELEA if the officer has probable cause to believe that the offense occurred in that zone. If the person returns after being expelled, and an exception or variance does not apply, then that person is subject to a mandatory arrest via the proposed trespass AMC.

POLICIES, PLANS & GOALS SUPPORTED

Having the ELEA in place downtown has been an invaluable tool for the Ashland Police Department. Since its inception in 2012, the ELEA has allowed APD to mitigate chronic negative behavior downtown. This negative behavior peaked in 2017 and has been steadily declining since. Since 2017 there have been 1,063 qualifying violations in the downtown area, leading to the expulsion of 46 individuals.

While the current ELEA ordinance has been an invaluable tool, it is not without its obstacles. The current ordinance requires that individuals exhibit repeated negative behavior in the downtown area, and be convicted on those charges, before the expulsion process can be initiated and make its way through the municipal court. The new ordinance allows officers to recognize chronic negative behavior individuals as the violations are occurring and expel them from the area, with the threat of additional charges if they return. This process allows members of the Ashland Police Department to be much more responsive and problem-solving oriented to chronic negative behavior from individuals.

BACKGROUND AND ADDITIONAL INFORMATION

Section 10.120.020 allows officers to expel individuals from designated Enhanced Law Enforcement Areas (ELEAs) for offenses committed within those areas. The two primary ELEAs are shown on the proposed maps (Exhibits A and B). Additionally, an officer can expel someone from city-owned or managed property if the officer has probable cause to believe that a crime or violation listed in 10.120.020 occurred on city-owned or managed property. A court can also expel someone from an ELEA in a court order.

As listed in Section 10.120.020, expulsion durations vary. Those variations correlate to the severity of the behavior. For example, someone can be expelled from an ELEA for 30 days for the listed non-criminal violations. In these cases, if someone fails to appear to court for their underlying offense, the offender is subject to an additional 30-day expulsion. For misdemeanors, an offender is subject to a 90-day expulsion and 180 days for felonies.

Re-entry into an ELEA without valid exception (10.120.040) constitutes criminal trespass (a B misdemeanor, AMC 10.56.020.D), resulting in a minimum 3-month, maximum 1-year expulsion.

Section 10.120.040 details exceptions allowing re-entry for essential activities (groceries, medical care, employment), travel, or granted variances. In other words, even if someone was expelled, that person is nonetheless permitted to be in an ELEA for one of those listed exceptions or by a court variance.

The ordinance incorporates several due process protections (10.120.030, 10.120.050). Expulsion orders will be issued in writing, outlining the individual's rights, consequences, and appeal process, including variance requests. If this ordinance passes, these procedures will be provided in a user-friendly format to ensure citizens have accurate information on the expulsion and their appeal rights.





Council Business Meeting

FISCAL IMPACTS

None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

If this ordinance passes, it will also create an ELEA in the south end of town, which has been a request by citizens and council. Not passing this ordinance will keep its existing structure.

Motion

"I move to approve the first reading of Ordinance Number 3251, repealing and replacing AMC Chapter 10.120 – Persistent Violations with AMC Chapter 10.120 Civil Expulsions."

REFERENCES & ATTACHMENTS

1. ORD 3251 Repealing Replacing AMC 10.120 with AMC 10.120 Civil Expulsions
2. EAST CAP
3. West CAP



ORDINANCE NO. 3251

AN ORDINANCE REPEALING AMC CHAPTER 10.120 PERSISTENT VIOLATIONS AND REPLACING IT WITH AMC CHAPTER 10.120 CIVIL EXPULSIONS.

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

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

SECTION 1. Ashland Municipal Code Chapter 10.120 Persistent Violations is repealed in its entirety as follows:

~~10.120.010 — Enhanced Law Enforcement Area and Persistent Violation, Misdemeanor~~

~~A. It is the intent of the City Council to protect discrete areas within the City that are experiencing increased unlawful activity against becoming an attraction for more such activity and to protect the public against health and welfare hazards posed by persons who are attracted to these areas for opportunity to engage in or to contact others to engage in unlawful activity.~~

~~B. The City Council finds that the following geographic areas within the City are particularly affected by unlawful behavior and/or are subject to a disproportionate number of incidents of the unlawful activities comprising persistent violation as defined in AMC 10.120.020 below, and declares each such area to be an enhanced law enforcement area:~~

- ~~1. Downtown Enhanced Law Enforcement Area — inclusive of Bill Patton Garden and 130 N. Pioneer Street public parking lot, as depicted in Exhibit A attached to the ordinance codified in this section. (Ord. 3142, amended, 04/18/2017; Ord. 3114, amended, 2015; Ord. 3066, added, 06/19/2012)~~**

~~10.120.020 — A Person Commits the Crime of Persistent Violation If:~~

~~A. The person is convicted in Ashland Municipal Court for any combination of the following crimes or violations occurring in separate incidents within a six-month period within an enhanced law enforcement area:~~

- ~~1. Three (3) or more Class A, B or C felonies or Class A, B or C misdemeanors;~~**
- ~~2. Two (2) Class A, B or C felonies or Class A, B, or C misdemeanors plus one (1) or more violations of the sections set forth below;~~**
- ~~3. Three (3) or more violations of any of the following sections or laws:~~**
 - ~~a. AMC 9.08.110 — Scattering Rubbish;~~**
 - ~~b. AMC 9.08.170 — Unnecessary Noise;~~**
 - ~~c. AMC 9.16.010 — Dogs — Control Required;~~**
 - ~~d. AMC 10.40.030 — Consumption of alcoholic liquors in public places prohibited;~~**
 - ~~or~~**
 - ~~e. AMC 10.40.040 — Open Containers Prohibited;~~**
 - ~~f. AMC 9.16.015 — Dog License Required; or~~**
 - ~~g. ORS 475B.381 — Use of marijuana in public place prohibited.~~**

~~B. The person knowingly enters an enhanced law enforcement area in violation of a Municipal Court expulsion order as a term of the person's probation or a court expulsion order pursuant to AMC 10.125.010 et seq. (Ord. 3142, amended, 04/18/2017; Ord. 3113, amended, 2015; Ord. 3066, added, 06/19/2012)~~

~~10.120.030 — Mandatory Arrest~~

~~A. When a peace officer has probable cause to believe that a person has committed the crime of persistent violation, the officer shall arrest and take into custody the alleged violator. (Ord. 3066, added, 06/19/2012)~~

~~10.120.040 — Misdemeanor Classification Presumptive Penalty~~

~~A. Persistent Violation is a Class B Misdemeanor.~~

~~B. Unless there is reasonable cause to order otherwise, upon a finding that any offense supporting a conviction for persistent violation occurred within an enhanced law enforcement area, in addition to any other appropriate conditions of probation, the Court shall expel the person from an enhanced law enforcement area defined in AMC 10.120.010.B for a period not less than three (3) months or more than one (1) year, unless the court finds it necessary to:~~

- ~~1. Specifically address the remedy for the violation; and/or~~
- ~~2. Allow the person to travel to and from the person's place of employment, educational facility, City offices, physical or mental health treatment facility, or other areas that the court deems materially related to the person's crimes or violations, the needs of the person, or the protection of the public. (Ord. 3066, added, 06/19/2012)~~

SECTION 2. Ashland Municipal Code Chapter 10.120 **Persistent Violations** Civil Expulsion is to read as follows:

10.120.010 – Purpose; Establishment of Enhanced Law Enforcement Areas (ELEAs).

A. The City Council aims to safeguard specific areas within the city from increased unlawful activity and to deter further attraction to such activities. The primary goal is to protect public health and safety from hazards posed by individuals engaged in or facilitating unlawful conduct. The police department is committed to informing citizens of Ashland Municipal Code and its enforceability through civil expulsion before imposing strict consequences, ensuring that all individuals are treated fairly and equitably throughout the enforcement process.

B. Enhanced Law Enforcement Areas (“ELEA”). The following geographic areas within the City are designated Enhanced Law Enforcement Areas (ELEAs) due to their susceptibility to a disproportionate number of unlawful activities or persistent violations of the law:

- 1. ELEA – CAP West: As defined in Exhibit A.**
- 2. ELEA - CAP EAST: As defined in Exhibit B.**
- 3. ELEA - City Property: Any property owned or managed by the City—including, but not limited to, parks, greenways, buildings, parking lots, and other lands or structures—where a law enforcement officer has probable cause to believe an individual has committed a criminal or violation offense as defined in AMC 10.120.020. The expulsion of an offender from ELEA - City Property shall apply**

only to the specific City property for which the individual receives a notice of expulsion.

4. ELEA - Court Order: Any property or location within the City as ordered by a court of competent jurisdiction that limits the right of a person to enter or remain.

10.120.015 - Definitions.

For the purposes of this ordinance, the following terms are defined as follows:

1. Expulsion order: A formal order prohibiting an individual from entering or remaining within a specified ELEA for a set period, as determined by a law enforcement officer or court of competent jurisdiction.
2. CAP (Concentrated Area Patrol): A designated patrol area as defined by the APD in which calls for service can be tracked, and in which dedicated patrol resources can be assigned.
3. Law enforcement officer: As defined by ORS 131.915(3) and any peace officer or other authorized personnel of the City of Ashland with the legal authority to enforce local, state, or federal laws within the City limits.
4. Offender: A person against whom an expulsion order has been issued for committing an offense described in AMC 12.120.020 within an ELEA.
5. Variance: A written exception to an expulsion order granted by a court, allowing limited access to an ELEA for specific, non-criminal purposes under defined conditions.

10.120.020 - Offenses Authorizing an Expulsion Order.

1. A law enforcement officer may expel any person from an ELEA, for the times specified below, if there the officer has probable cause to believe that person committed any of the offenses within that area, as those offenses may be updated from time-to-time:

A. 30-Day expulsion.

i. The 30-Day expulsion applies for the following violations:

- a. Scattering Rubbish (AMC 9.08.110);
- b. Unnecessary Noise (AMC 9.08.170);
- c. Dogs- Control Required (AMC 9.16.010);
- d. Dog License Required (AMC 9.16.015)
- e. Consumption of alcoholic liquors in public places prohibited (AMC 10.40.030);
- f. Open Containers Prohibited (AMC 10.40.040);
- g. Use of marijuana in public place prohibited (ORS 475C.377).
- h. Obstructing passageways (AMC 10.64.020)
- i. Keeping Junk (AMC 9.12.020; AMC 9.12.030)
- j. Outdoor and Indoor Burning Restricted (AMC 10.30.010)

ii. The offender is subject to an additional 30 day expulsion if the offender fails to appear in court on the underlying offense.

B. 90-Day expulsion for any state, federal, or city misdemeanor.

C. 180-Day expulsion for a state or federal felony.

D. Any contempt of court or failure to comply with a court order issued by a court of competent jurisdiction.

2) A court of competent jurisdiction is authorized to issue an order expelling an individual from an ELEA, for a period not to exceed six months, any person it deems a threat to public safety or to specific persons or property, either to prevent further threats or as a condition of probation upon conviction for a violation of an expulsion order.

3) Nothing in this section shall be construed to authorize the expulsion of an individual from an ELEA who enters or remains lawfully for a 'permitted activity' as listed in 10.120.040.B or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who also commits acts that are not protected shall be subject to expulsion as provided by this section.

10.120.030 - Procedures for Issuing an Expulsion Order.

1. The expulsion order must be personally delivered by the law enforcement officer to the offender at the time of the offense or at the first opportunity for personal contact with the offender.

2. The expulsion order shall be in writing and must include:

- A. The specific ELEA from which the offender is expelled;
- B. The length of the expulsion;
- C. The nature of the offense that led to the expulsion order;
- D. Notice of the sanctions for failure to comply with the expulsion order;
- E. Notice of the rights and process to appeal the expulsion order.

3. The law enforcement officer shall document the issuance of the expulsion order, including the time, date, location, and reason for the expulsion order, and submit a report to the municipal court and the police department's central database for tracking and monitoring purposes.

10.120.040 - Violation of Expulsion Order.

1. A person commits the offense of Trespass (AMC 10.56.020(B)) if they knowingly, recklessly, or with criminal negligence enter or remain unlawfully in an ELEA while subject to an active expulsion order issued from a law enforcement officer or a court, unless a following exception applies:

- A. Variance: The person has an active expulsion order variance in their possession and presents it to an officer upon request.
- B. Permitted Activities: A person is present in an ELEA to:
 - i. address or remedy the subject offense, perform official governmental business, attend public meetings, or otherwise enters or remains lawfully to exercise their free speech rights for a city-sanctioned event or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who also commits acts that are not protected shall be subject to violation of the Expulsion Order;
 - ii. actively pursue or obtain social, medical, pharmaceutical, groceries, library services, or other services reasonably deemed related to the needs of the person not otherwise available outside the exclusion zone;

- iii. secure or maintain lawful employment or attend registered educational services.

C. Travel: a person is actively traveling through an ELEA. For CAP West, the travel exception is limited to those traveling in a vehicle or on public transit without stopping, using a necessary street or highway to reach a destination outside of the ELEA.

10.120.050 - Appeal of Expulsion Order; Variance.

A. Appeal Process for Expulsion Order:

1. Right to a Hearing: A person who receives an expulsion order has the right to request a hearing to challenge the expulsion order, seek a reduction in the expulsion period, or request a variance.

B. Filing a Hearing Request:

1. The request for a hearing must be submitted in writing to the Municipal Court Clerk at Ashland Municipal Court within ten (10) days of receiving the expulsion notice.

C. Scheduling and Conducting the Hearing:

1. The municipal court judge shall conduct the hearing within ten (10) days of receiving the request, excluding Saturdays, Sundays, and holidays.
2. The hearing may be rescheduled for good cause but must be held no later than five (5) additional business days from the rescheduled request.

D. Effect of a Timely Filed Appeal:

1. If an appeal is filed within the specified time, the period of expulsion is stayed pending the outcome of the appeal. If the expulsion order is upheld, the remaining period of expulsion will take effect immediately upon the issuance of the municipal court's decision.

E. Burden of Proof and Decision:

1. The City must prove the validity of the expulsion order by a preponderance of the evidence. If the municipal court finds that the expulsion order was based on conduct prohibited by AMC 10.120.020 and is otherwise lawful, the court shall uphold the expulsion order.
2. If the court finds that the City has not met its burden of proof or that the expulsion order is unlawful, the court shall rescind the expulsion order.
3. If the court finds the City has met its burden of proof but determines that the length or scope of the expulsion order is unreasonable under the circumstances, the court may issue an order to shorten the expulsion period or allow for a variance.

F. Variance:

1. A court of competent jurisdiction may, at its discretion, grant a variance to an expelled person at any time during the period of expulsion if the person demonstrates by clear and convincing evidence that:

- a. The person has a legitimate and compelling need to engage in a specific, non-criminal activity within the expulsion area that is unrelated to the behavior leading to the expulsion, such as employment, medical appointments, or caring for a dependent;
 - b. The person resides within the expulsion area and no reasonable alternative housing or accommodation is available outside the area that would allow compliance with the expulsion order;
 - c. The person has a specific and compelling need to obtain essential goods or services that are not reasonably available outside the expulsion area, such as access to unique medical services, prescription medications, or other necessities critical to the person's health or well-being.
 - d. Providing a variance serves the interest of justice, public safety, or public welfare.
2. The variance must be issued in writing and must specify the duration of the variance, the specific purpose for which it is granted, and any conditions or restrictions necessary to protect public safety or property. The expelled person must always carry the variance document on their person while within the expulsion area and must comply with all terms and conditions stated in the variance. Subject to the exceptions outlined in AMC 10.120.040, , a law enforcement officer may require an expelled person to vacate the expulsion area if the expelled person does not have the variance document on their person. The failure of an expelled person to carry the variance document on their person may result in the revocation of the variance by a court of competent jurisdiction.

G. Finality of Decision:

1. The decision of the municipal court is final.

10.120.060 - Revocation of Expulsion Orders.

An expulsion order may be revoked by the issuing authority if it is determined that the expulsion order was issued in error, the conditions for expulsion are no longer applicable, or the offender has demonstrated rehabilitation or changed behavior that no longer poses a threat to public safety or property.

10.120.070 - Data Collection and Reporting.

A. The City shall maintain a central database of all issued expulsion orders, including the date, reason, length of expulsion, and the outcome of any appeals or variances granted.

B. An annual report shall be published detailing the enforcement of this ordinance, including the number and types of offenses leading to expulsion orders, the number of appeals and their outcomes, and any variances granted. This report shall be made publicly available to ensure transparency and accountability.

10.120.080 - Severability.

If any provision of this ordinance or its application to any person or circumstance is held

invalid, the remainder of the ordinance or the application of the provisions to other persons or circumstances shall not be affected.

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

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

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

ATTEST:

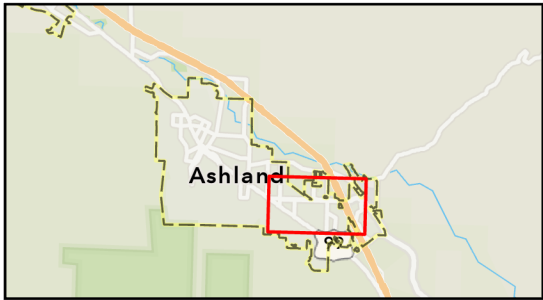
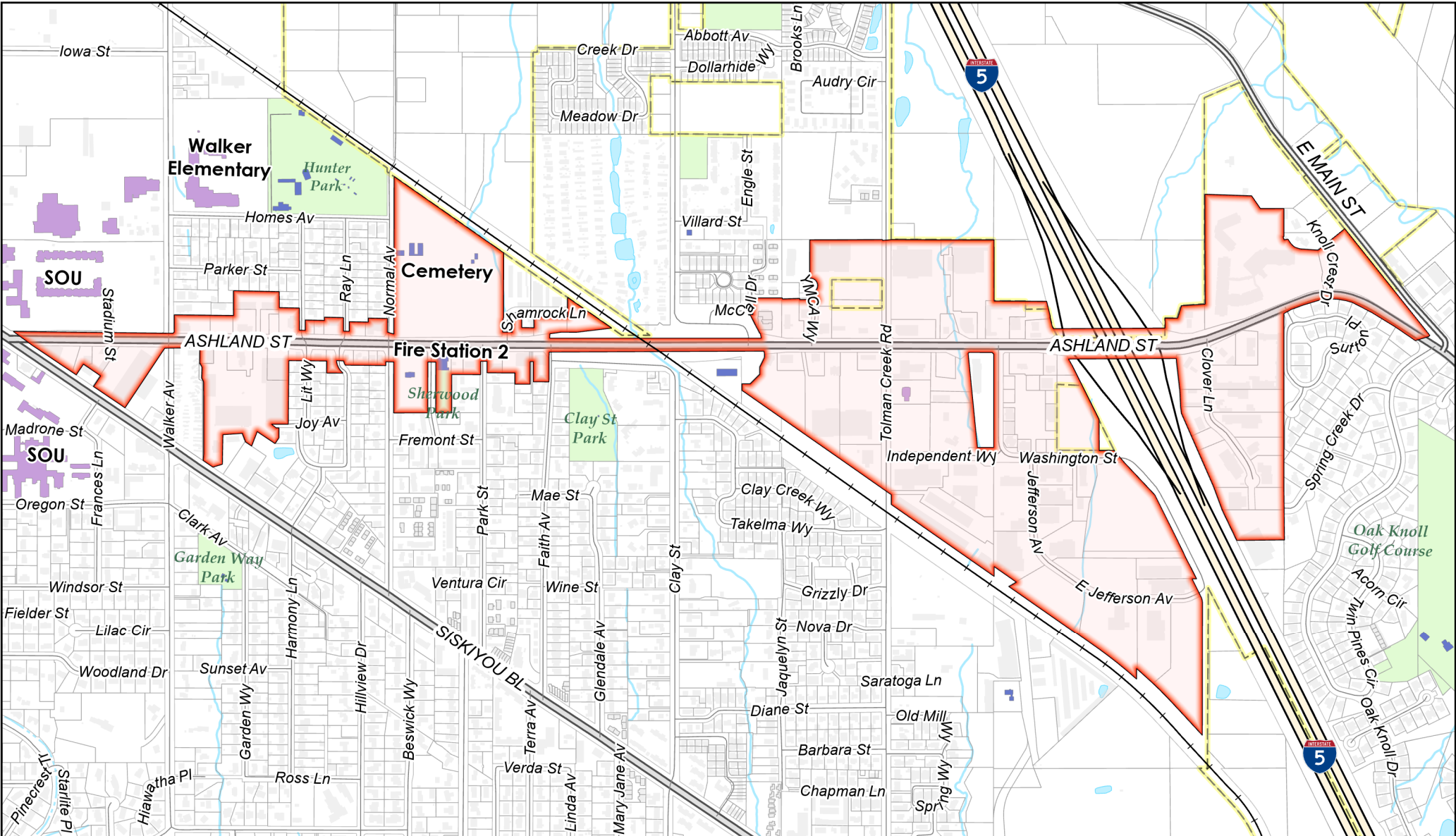
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

Tonya Graham, Mayor

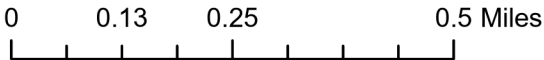
Reviewed as to form:

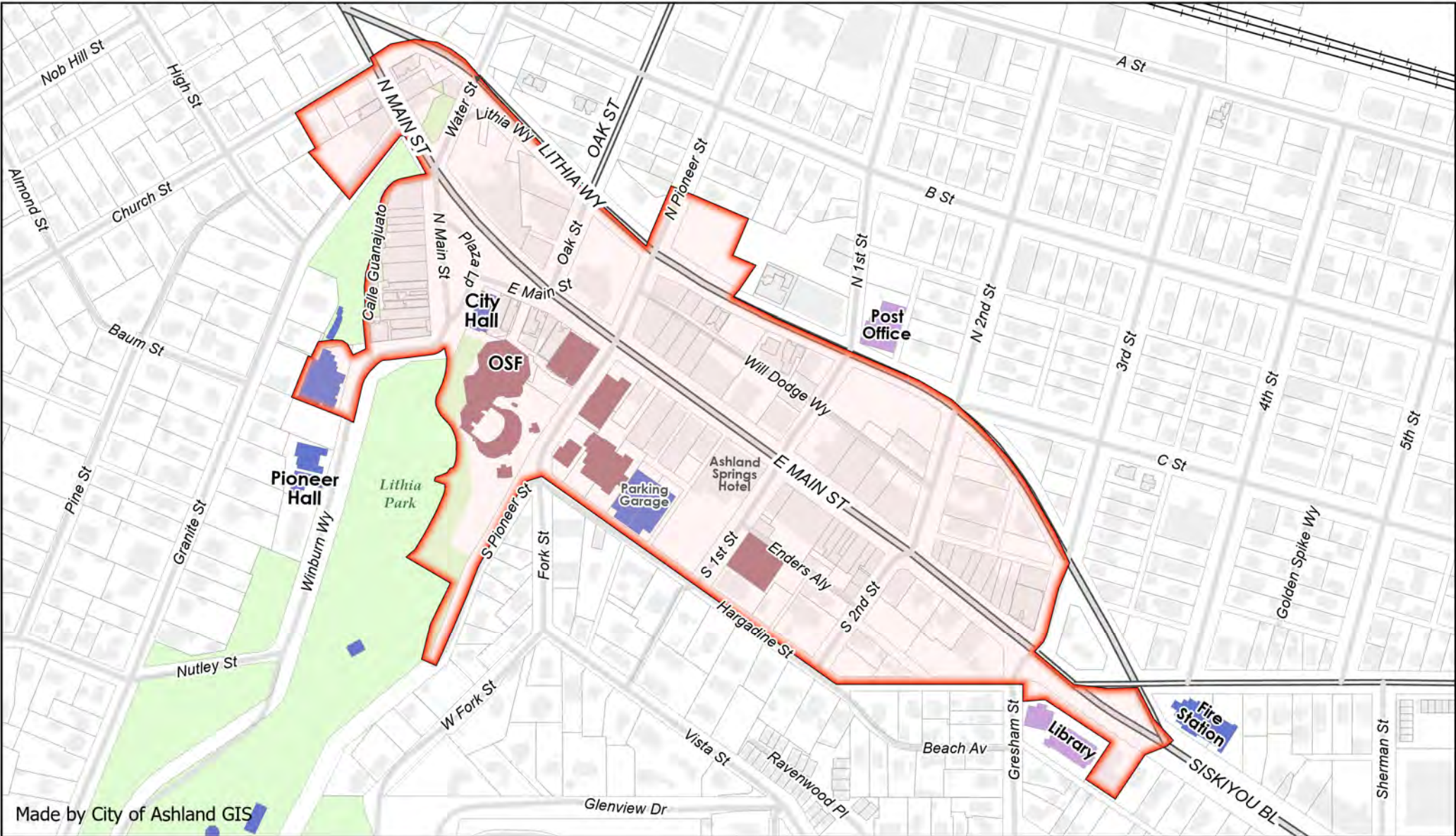
Douglas M. McGeary, Acting City Attorney



CAP East Enhanced Law Enforcement Area

 CAP East Enhanced Law Enforcement Area





CAP West Enhanced Law Enforcement Area

 CAP West Enhanced Law Enforcement Area

0 250 500 1,000 Feet

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Council Business Meeting

Date: November 19, 2024

Agenda Item	First Reading ORD 3250 amending AMC Section 10.56.020 "Trespass" to add trespass in an Enhanced Law Enforcement Area
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

This proposed ordinance amends the current trespass ordinance to include Enhanced Law Enforcement Areas (ELEA). If an individual is expelled from an ELEA and subsequently returns, they will be in violation of this ordinance, which is classified as a Class B misdemeanor, and it results in mandatory arrest. However, individuals with a variance or exception specified in the proposed AMC 10.120 will have an affirmative defense against the trespass charge, and law enforcement and prosecution will not proceed in those cases.

POLICIES, PLANS & GOALS SUPPORTED

This ordinance runs concurrently with the proposed civil expulsion ordinance – No 3250.

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

If the civil expulsion ordinance (No. 3250) does not pass the First Reading, it is advisable not to proceed with this Trespass ordinance, as the two proposed ordinances are intended to be considered together.

Proposed Motion:

"I move to approve the First Reading of Ordinance No 3250, Amending AMC Section 10.56.020 to add trespass in an enhanced law enforcement area."

REFERENCES & ATTACHMENTS

1. 3250 Amending AMC Code Section 10.56.020 Trespass



ORDINANCE NO. 3250

AN ORDINANCE AMENDING AMC SECTION 10.56.020 TRESPASS TO ADD TRESPASS IN AN ENHANCED LAW ENFORCEMENT AREA.

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

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

SECTION 1. Ashland Municipal Code Chapter 10.56 Trespass, Section 10.56.020 Trespass is amended to read as follows:

A. No person shall wrongfully go or trespass upon real or personal property belonging to the City or any person within the City.

B. Trespass in an Enhanced Law Enforcement Area (ELEA):

1. **No person shall, knowingly, recklessly, or with criminal negligence, enter or remain in an Enhanced Law Enforcement Area (ELEA) in violation of an active civil expulsion order issued under AMC 10.120.020.**

a. **It shall be an affirmative defense to this offense if the person can establish that their presence in the ELEA is authorized under an exception or a variance provided in the civil expulsion process under AMC 10.120. In the case of a variance, the person must have had the active variance order in their physical possession and presented it to the officer upon request at the time of the incident or arrest.**

a. **The defendant must assert an affirmative defense within 20 days of trial.**

2. **Mandatory Arrest. When a peace officer has probable cause to believe that a person has committed the crime of Trespass in an Enhanced Law Enforcement Area, the officer shall arrest and take into custody the alleged violator.**

C. Violation. Any person found in violation of section A shall be subject to the penalties prescribed under this ordinance and any other applicable laws or regulations.

D. Misdemeanor Classification; Presumptive Penalty.

1. **Violation of a Trespass in an Enhanced Law Enforcement Area is classified as a Class B misdemeanor.**

2. **Unless there is reasonable cause to order otherwise, upon sentencing for the offense of Trespass in an Enhanced Law Enforcement Area, the Court shall, in addition to any other appropriate conditions of probation, expel the person from the Enhanced Law Enforcement Area where the offense occurred, as defined in AMC**

10.120.010(B), for a period not less than three (3) months but not to exceed one (1) year.

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

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ 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

Date: November 19, 2024

Agenda Item	First Reading ORD 3249 Amending AMC, Section 9.08.110 – Scattering Rubbish, to add for urination and defecation
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

Currently, the Ashland Municipal Code does not have an enforcement mechanism to prohibit someone from urinating or defecating in public spaces. This ordinance would allow someone to be fined for urinating or defecating in public spaces, other than a restroom provided for that purpose.

POLICIES, PLANS & GOALS SUPPORTED

Municipalities can establish rules and regulations concerning health, wellness, and the cleanliness of public spaces. This ordinance aids in that effort.

BACKGROUND AND ADDITIONAL INFORMATION

If someone were to be found in violation of this ordinance, it would be a Class II Violation which carries with it a maximum penalty of \$325 and a presumptive penalty of \$260. The ordinance is also listed in the proposed civil expulsion ordinance. In that proposed ordinance, someone could be expelled from an enhanced law enforcement zone if an officer had probable cause to believe that someone committed this offense in that zone.

FISCAL IMPACTS

No financial impacts are anticipated.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

If this ordinance does not pass, the police will lack violation-level enforcement power against individuals who urinate or defecate in public spaces. However, depending on the circumstances, defecation may still be prosecuted as a crime under ORS 164.805, which addresses 'Offensive Littering.'

Motion

"I move to approve the first reading of Ordinance Number 3249, Amending the AMC, Section 9.08.110, to add for urination and defecation."

REFERENCES & ATTACHMENTS

1. 3249 Amending_Scattering Rubbish to add for Urine and Defecation

ORDINANCE NO. 3249

AN ORDINANCE AMENDING 9.08.110, SCATTERING RUBBISH TO ADD FOR
URINATION AND DEFECATION

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:

A. No person shall deposit upon public or private property any kind of rubbish, trash, debris, refuse, or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property, or would be likely to injure a person, animal, or vehicle traveling upon a public way.

B. **No person shall urinate or defecate in areas open to the public or in a public place other than a restroom provided for that purpose.**

C. Any violation of this section is punishable as provided under 9.08.990

SECTION 5. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 6. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ 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

Date: November 19, 2024

Agenda Item	First Reading - ORD 3244 Amending AMC 2.10 to Establish Uniform Policies and Operating Procedures for Advisory Committees and Commissions
From	Doug McGeary, City Attorney, Acting
Contact	doug.mcgeary@ashland.or.us

SUMMARY

This matter was first presented to the Council as a first reading of the ordinance on September 19, 2024 and returned October 1, and 15, 2024 for further deliberation. Based on feedback and requests for substantive changes, those revisions have now been incorporated. The ordinance is being returned for Council approval as a first reading, with a second reading to follow in the normal course. A review copy of this ordinance has been provided in the Council's materials to understand these final changes.

POLICIES, PLANS & GOALS SUPPORTED

This ordinance supports the city's goals of transparency and accountability by ensuring open governance and public access to committee operations. It promotes community engagement and diversity by facilitating inclusive participation and equitable representation on advisory committees. Additionally, it enhances effective governance and strategic planning by clarifying roles and responsibilities, ensuring ethical standards, and aligning committee recommendations with city priorities.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland has a long-standing tradition of citizen involvement through advisory bodies. With the successful implementation of the committee structure established under Resolution 2023-06, which updated and consolidated Resolutions 2022-24 and 2022-32, the City has experienced enhanced community participation and effective advisory input. To build on this success, this ordinance codifies the structure and operations of advisory committees, providing clear guidelines for roles, responsibilities, and procedures. This codification will also align committee activities with the City's strategic goals, ensuring transparency, accountability, and inclusivity.

This ordinance, establishing AMC 2.10, is designed to work in tandem with a possible future ordinance or resolution that will codify the City's previous resolution that moved from a commission-based structure to a committee-based structure. The ordinance establishing AMC 2.10 sets forth uniform policies and operating procedures for City Council Standing Advisory Committees and regular temporary advisory committees, providing clear guidelines for the formation, operation, and responsibilities of advisory committees. The Planning Commission, Municipal Audit Commission, and Budget Committee, and the Ashland Parks and Recreation Commission (AP&RC) (together referred to as "Commissions") are governed by state law or Charter, and while they are subject to specific rules and procedures in their relative authorizing legislation, these rules outlined in this ordinance are suggested for their operation where possible.

A future ordinance would formally terminate the commissions that are currently set out in City ordinances. It is possible to utilize this future ordinance or alternatively a resolution to replace these commissions with the committee structures established under previous resolutions, such as Resolution 2023-06. This transition is part of the City's broader effort to streamline and modernize its advisory body framework, ensuring that all committees, whether new or existing, operate under the clear and consistent rules outlined in AMC 2.10.

Together, these ordinances and/or resolutions will ensure that the City's advisory bodies are aligned with strategic goals, fostering transparency and accountability while avoiding the historical challenges posed by the expansion of commissions with overlapping roles and authority. By codifying the committee structure and terminating the old commissions, the City will have a more efficient and cohesive advisory system.

FISCAL IMPACTS

None





Council Business Meeting

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Approve the ordinance as a first reading with any additional modifications, and schedule it for a second reading for adoption. Recommended Motion:

- I move to approve First Reading of Ordinance #3244, "An Ordinance Amending AMC 2.10 to Establish Uniform Policies and Operating Procedures for Advisory Committees and Commissions", and schedule Second Reading December 3, 2024.
- I move to approve First Reading of Ordinance #3244, "An Ordinance Amending AMC 2.10 to Establish Uniform Policies and Operating Procedures for Advisory Committees and Commissions" with the recommended modifications, and schedule Second Reading December 3, 2024.

REFERENCES & ATTACHMENTS

1. ORD 3244 Amending AMC 2.10_First Reading



ORDINANCE NO. 3244

AN ORDINANCE AMENDING AMC 2.10 TO ESTABLISH UNIFORM POLICIES AND OPERATING PROCEDURES FOR ADVISORY COMMITTEES AND COMMISSIONS

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

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

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

WHEREAS the City of Ashland seeks to enhance the productivity and fairness of its advisory bodies through clear and consistent rules, policies, and operating procedures; and

WHEREAS the current Ashland Municipal Code (AMC) Chapter 2.10 provides uniform policies and operating procedures for advisory commissions and boards, but does not fully address the needs and functions of advisory committees established by the City Council and City Management; and

WHEREAS advisory committees serve solely as advisory bodies and play a critical role in providing recommendations and advice to the City Council and City Management on various matters of public interest and administrative functions; and

WHEREAS the City recognizes the need to update and integrate policies and procedures to reflect the specific roles and responsibilities of advisory committees, while maintaining the distinct statutory rules for the Planning Commission, the Budget Committee, the Municipal Audit Commission, and the City Charter in the case of the Parks and Recreation Commission; and

WHEREAS the updated ordinance will provide clarity on the establishment, appointment, meeting procedures, and ethical standards for advisory committees, thereby promoting transparency, accountability, and inclusivity; and

WHEREAS the new provisions ensure that advisory committees operate without executive, administrative, or enforcement authority, thereby maintaining their advisory nature and preventing conflicts with City departments and other government agencies; and

WHEREAS the ordinance includes provisions for annual orientation and training for committee members, enhancing their effectiveness and understanding of their roles and responsibilities; and

WHEREAS the ordinance emphasizes diversity, equity, and inclusion, ensuring that advisory committees reflect the diverse populations within the City and that information about vacancies and the application process is readily accessible; and

WHEREAS the updated ordinance allows advisory committees to consult with other city advisory committees on matters of mutual interest, fostering collaboration and coordinated efforts across different advisory bodies; and

WHEREAS the ordinance includes clear guidelines on the voluntary nature of testimony requested by advisory committees, safeguarding the rights of individuals and organizations; and

WHEREAS the City Council finds that the updated and integrated policies and procedures will better serve the needs of the City and its residents by ensuring the efficient and effective operation of advisory committees;

NOW, THEREFORE, THE CITY OF ASHLAND ORDAINS AS FOLLOWS:

SECTION 1. Ashland Municipal Code Chapter 210 UNIFORM POLICIES AND OPERATING PROCEDURES FOR ADVISORY COMMISSIONS AND BOARDS will be amended by replacing the existing language with the following:

A. Chapter 210 UNIFORM POLICIES AND OPERATING PROCEDURES FOR ADVISORY COMMITTEES AND COMMISSIONS

2.10.005 PURPOSE Advisory committees require uniform rules, policies, and operating procedures to ensure maximum productivity and fairness for members and the public. These policies and procedures are applicable to and govern all City Council Standing Advisory Committees and ad hoc, task force, joint committees, and other type committees that the Council might create. The formation and functions of the Planning Commission, Municipal Audit Commission, and Budget Committee, and the Ashland Parks and Recreation Commission (AP&RC) (together referred to as “Commissions”) are governed by state law or Charter, and while they are subject to specific rules and procedures in their relative authorizing legislation, these rules outlined in this ordinance are suggested for their operation where possible, except as to AMC 2.10.030 - .035, and AMC 2.10.060 - .065, which are mandatory.

2.10.010 ESTABLISHMENT Advisory committees (or commissions if so named and not otherwise referenced in this ordinance) are established to serve solely as advisory bodies whose actions or recommendations shall not be considered as City policy or as final decisions of the City. They have no executive, administrative, civil rights investigatory, or enforcement authority. Committees are divided into:

- **Standing Advisory Committees: Ongoing committees with long-term responsibilities;**
- **Advisory Committees include ad hoc, task force, joint committees, and other type committees that are formed according to immediate or temporary need; and**

- Advisory Committees: Committees formed to provide advice to City Management on specific administrative functions and are regulated separately from this ordinance.

2.10.015 Appointment and Terms

A. Appointment of Members:

1. Members of any type advisory committee will be appointed by the Mayor with the consent of the City Council.

2. Voting and alternate standing advisory committee members will be comprised of individuals who reside within the City, except one (1) member from each advisory committee may be an at-large member living within the City's urban growth boundary.

a. Unless otherwise provided, all nonvoting ex-officio members are not required to be residents within the City or the urban growth boundary.

3. Each committee may include members under 18 years of age, but no more than two members under 18 may serve on the committee at the same time.

4. No individual may serve as a voting member on more than two Standing Committees simultaneously.

5. Members of any committee serve as individuals exercising their own best judgment, not as delegates for their respective organizations.

B. Term Limits:

1. The term for the Chair or Co-Chair of a Standing Advisory Committee shall be one (1) year. A Chair or Co-Chair may serve multiple terms, but no more than two consecutive terms as either Chair or Co-Chair in their respective role.

2. Standing Advisory Committee members may serve no longer than eight (8) years in total on any single committee. After serving the maximum term, a member must step down and may not be reappointed to the same committee for at least two (2) years. If the member wishes to serve on a different committee, no break is required.

3. Transition terms for Standing Advisory Committee members shall commence on January 1 to align with the calendar year.

C. Age Requirement: Members under 18 may serve on any committee, but they are not eligible to vote or be counted towards the quorum until reaching the age of 18.

D. Non-Voting Members Council liaisons, and ex-officio members of any advisory committees shall serve as non-voting members and shall not be counted toward the quorum.

E. Staggered Terms and Vacancies: When new members are appointed to fill vacancies or staggered terms, the initial term length may vary to ensure that no more than one-third of committee members' terms expire in the same year.

2.10.020 MEETINGS AND ATTENDANCE

A. Advisory committees will follow meeting and attendance rules consistent with AMC 2.10, including attendance requirements of at least 75% of meetings. Members should provide at least 48-hour notice for planned absences.

B. A quorum consists of more than half of the total number of current Council-confirmed voting members but no fewer than three members. Members may attend open public meetings via electronic communication means, provided public meeting law requirements are met.

C. The Planning Commission, Budget Committee, Municipal Audit Commission and AP&RC shall set their own meeting attendance requirements.

2.10.025 REMOVAL AND VACANCIES Members may be removed and vacancies filled as provided in above section, 2.10.015(E), and AMC 2.04.090(C) and (F).

2.10.030 PUBLIC MEETING LAW All meetings are subject to the public meeting laws of the State of Oregon. Notice must be provided at least 36 hours in advance, except in emergencies.

2.10.035 ROLE OF STAFF The City Manager will assign City staff to support the work of the advisory committees and provide at least an annual orientation or training session. Staff liaisons provide professional guidance, continuity, and insight into City policy, and they attend all regular and special meetings and workshops.

Staff time usage must be directly related to supporting the committee's work as defined by the Council/ AP&RC approved scope and objectives of the committee. Committees have flexibility in their work within these defined objectives. However, the committee may not direct staff to undertake work outside of this scope without prior concurrence from the committee's assigned Council/ AP&RC liaison and the Mayor/ AP&RC Chair. If a committee seeks to assign additional work to staff beyond its established purpose, the committee must first secure the agreement of the Council/AP&RC liaison and confirm that the additional staff work will not exceed two (2) hours, including policy research and document drafting. Any request for additional work beyond this limit must be approved by the full Council.

2.10.040 COUNCIL LIAISON Council liaisons will be appointed to each advisory committee as non-voting ex-officio members.

2.10.045 AGENDAS AND MINUTES The chair or staff liaison is responsible for preparing agendas and minutes. Staff liaisons will be responsible for posting meeting agendas,

minutes, and other relevant business or information to the City website to ensure accessibility and transparency for the public.

2.10.050 GOALS AND REPORTS Standing Advisory Committees will establish annual goals and action items with feedback from the City Council. These goals and action items should align with the City's strategic priorities and be reviewed periodically to ensure progress and relevance. Committees must submit annual reports on their activities and accomplishments to the City Council.

2.10.055 QUORUM AND VOTING A quorum is necessary for adopting any motion.

2.10.060 CODE OF ETHICS All advisory committee and Commission members must adhere to the highest ethical standards, serving the community as a whole and operating in the public interest.

2.10.065 DIVERSITY, EQUITY, AND INCLUSION Efforts will be made to ensure diverse representation within all committees and Commissions. Information on vacancies and the application process will be readily available to all residents.

2.10.070 RULES AND REGULATIONS Any advisory committee may adopt additional rules and regulations consistent with City policies as necessary to fulfill their purpose and responsibilities. Any such rules and regulations must be approved by the City Council or City Manager to ensure alignment with the standardized procedures established in this chapter.

1. Failure to strictly comply with the rules on meeting procedure shall not be a cause to void or otherwise disturb a decision or action. The body will strive to be clear in its proceedings.

2.10.075 CONSULTATION AND COORDINATION Advisory committees may consult with other city advisory committees on matters of mutual interest. Chairpersons are responsible for coordinating activities between committees.

2.10.080 LOBBYING AND REPRESENTING THE CITY Members of any advisory committee or Commission are prohibited from engaging in political activity in their capacity as members of their respective body, in accordance with ORS 260.432, which governs public employees. This includes advocating for or against ballot measures, candidates, or political campaigns using city resources or while acting in an official capacity on behalf of the committee.

Members must secure permission from the body before speaking publicly on behalf of the body or presenting any official position of the body to external audiences. This restriction does not prevent members from speaking as private individuals, provided they do not imply that they are representing the body or the City in such communications.

2.10.085 TESTIMONY Advisory committees may request voluntary testimony but may not compel an individual or organization to appear before it or respond to questions.

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

SECTION 2. ADOPTION OF AMENDMENTS The City Attorney is directed to update the Ashland Municipal Code to reflect the establishment of these advisory committees and their procedures.

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code, and the word “ordinance” may be changed to “code”, “article”, “section”, or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however, that any Whereas clauses and boilerplate provisions (i.e., Sections [No(s.)] need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

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

SIGNED and APPROVED this _____ day of _____, 2024.

Tonya Graham, Mayor

ATTEST:

Alissa Kolodzinski, City Recorder

Reviewed as to form:

Douglas M. McGeary
Acting City Attorney



Council Business Meeting

Date: November 19, 2024

Agenda Item	Homeless Services and Winter Shelter Update
From	Sabrina Cotta
Contact	sabrina.cotta@ashland.or.us

SUMMARY

The City continues to provide services for unhoused individuals. Given last night's study session on Homeless Services Assessment Report Implementation and the 2200 Ad Hoc Committee discussion as well as a request for a new service, staff felt it timely to provide an update on three areas; the dusk to dawn site, winter sheltering and state funding.

POLICIES, PLANS & GOALS SUPPORTED

Belonging through mutual respect and openness, inclusion and equity. Regional cooperation including in support for public safety and homelessness.

BACKGROUND AND ADDITIONAL INFORMATION

The City continues to navigate providing services for unhoused individuals.

Dusk to Dawn:

The Dusk to Dawn lawn is the City's designated area for overnight stay. Currently, the City spends around \$2500 a month (\$30,000 annually) providing trash and porta-pottie services at this location.

Pallet Shelters:

The City has 13 total pallet shelters. We are in discussion with Rogue Retreat for ten of those shelters to be placed at their facility in Medford to put them to use. Three will be retained for City use as needed.

Winter Shelter Update:

The City has been working the last few months to secure a service provider to stand up a winter shelter from January through March. Given the 32-degree threshold and the staffing challenges presented when calling an intermittent shelter as well as the desire to provide navigation services and ensure the safety and security of one of the most vulnerable populations, the City is working to partner with a service provider to run a shelter every night through the winter. Pending contract negotiations this will begin January 1 and run through the end of March. Due to the 2200 Ashland Street building not meeting fire code requirements for sleeping, we cannot use it for more than 90 days beginning January 1, 2025. We utilized the 90-day threshold for 2024 earlier this year for that location. In the meantime, the City is working to secure alternate locations and service providers for intermittent sheltering until January 1, 2025 when thresholds are met as dictated by Resolution No. 2022-33. After discussion with the Fire Marshal and agreement to adhere to the occupancy load as dictated by the fire code restrictions, given the limitations of the building as well as contract with an experienced service provider we do not need to declare an emergency to have the winter shelter starting in January.

Update on State Funding:

The City will be exploring if there is an opportunity for state funding for the winter shelter to begin January 2025 as it will be every night. The state has awarded OHRA funds to provide emergency shelter for at least 10 unhoused families with minor children providing a safe place to live while they access housing-focused case management. They have also been awarded funds to repair and expand their laundry and shower trailer operations and a vehicle to haul the trailer. The state award to OHRA included funds for the repair of their existing laundry and shower truck and the purchase of an additional one to increase capacity, as with only one truck, only 20 clients could regularly access services, while others were often turned away without obtaining a shower. The City will be discussing with OHRA the opportunity to place the trailer on City-owned property. The City made infrastructure improvements to the 2200 Ashland Street site to allow for the operation of the shower trailer onsite. The use of the shower trailer at the 2200 site meets the requirements of the EO23-02 grant. The





Council Business Meeting

state would like to see additional homeless services provided at 2200 Ashland Street beyond a severe weather shelter.

FISCAL IMPACTS

Dusk to Dawn: \$2500 per month

2025 Winter shelter: estimated \$120,000 for three months

Available funds left this BN: \$225,000

This BN the City had the DAS Grant (\$1,000,000) plus general funds (\$200,000) to utilize for homeless services for a total of \$1,200,000. We have expended \$974,803 on homeless sheltering initiatives to include the purchase of 2200 Ashland Street and needed building improvements, fencing, trash service, porta potties, debt service, service providers, etc. These numbers do not include staff time.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

No action needed.

REFERENCES & ATTACHMENTS

1. 2022-23 Severe Weather Emergency Shelter Repealing 2013-04-1
2. CC_BusinessMeetingAgenda_5Mar_2200NextSteps_Final-combined_REVISED_3_1_24
3. LST Proposal Final 2401011

RESOLUTION N O . 2022-33

A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER EMERGENCY SHELTER FACILITATION

RECITALS:

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. This resolution repeals and replaces Resolution 2013-04.

SECTION 2. Provision of Emergency Shelter During Severe Weather Events

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
 - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
 - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
 - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
 - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

SECTION 3. City's Role in Instances of Emergency Shelter

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.**
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

- 2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

SECTION 4. Severe Weather Activation

Provisions for emergency shelter will be activated as follows:

- a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
 - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

SECTION 5. Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

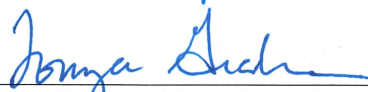
SECTION 6. This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

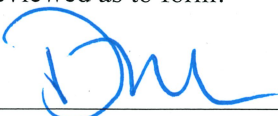
ATTEST:


Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18th day of July, 2023.


Tonya Graham, Council Chair

Reviewed as to form:


Doug McGeary, Interim City Attorney



Council Business Meeting

March 5, 2024

Agenda Item	2200 Ashland Street Next Steps	
From	Sabrina Cotta	Interim/Deputy City Manager
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

The State has allocated additional funding for the City of Ashland to shelter homeless individuals until the end of the biennium. Given that doing so at the 2200 Ashland Street site would require significant investment and renovations to the building to work as a long-term shelter site without meeting the stated goal of Access to continue with 30 shelter beds, staff is asking Council to review the offer from Access and provide direction on how they would like to proceed.

POLICIES, PLANS & GOALS SUPPORTED

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness.
- Respect for the citizens we serve, for each other and for the work we do.
- Excellence in governance and City services.

BACKGROUND AND ADDITIONAL INFORMATION

On August 15, 2023, a request to approve the acquisition of 2200 Ashland Street (391E14BB-Tax Lot 200; 1.20 acres) for the use of an emergency and inclement weather shelter was brought forward to Council and approved using partial funding from Access to complete the purchase with the understanding that the City would also stand up 30 shelter beds until January 10, 2024. City staff and Access representatives had a meeting on February 12th, 2024, where it was communicated that the State of Oregon has allocated funding for the City of Ashland to continue shelter operations at 2200 Ashland St.

Access has stated the State has allocated \$1.8 million for renovations to the building and \$800,000 in operational funds to continue sheltering activities at the 2200 Ashland Street site. The expectation is allocations continue to provide 30 shelter beds until the end of the biennium, potentially the next ten years pending additional funding allocations, if the City accepts the funds provided by the State. Construction must take place at this location to allow for continued sheltering at the site and in the interim, there is funding for houseless individuals to be placed in hotels or alternate locations during the construction period.





Council Business Meeting

There is an on-going discussion between the City and Access in terms of the original grant funds and the commitment the City made to the site being a severe weather shelter for the next nine years. The City accepted the original grant funds predicated on the use of the site as a Severe Weather Shelter with Access affirming it as a viable use of the space at the time the agreement was made. The City believes the original commitment is complete as long as the building is continued to be used as a severe weather shelter. Access believes that the City must continue to operate 30 24/7 shelter beds for as long as the state provides ongoing operating funds. The City is committed to continuing to work with Access to move forward in a way that is agreeable to both parties. Council must determine how they would like to move forward:

- Accept the State funding and make the necessary building changes to the structure to allow for continued sheltering at the site acknowledging that additional beds space must be found to meet the 30 bed expectation set by Access.
- Decline the State funding and end the 24/7 sheltering at the site.
- Direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

The City has committed to providing a severe weather shelter through Resolution No. 2022-23 and the original intent of the purchase of 2200 Ashland Street was to provide the City with a facility to adequately provide severe weather sheltering as outlined in Resolution No. 2022-23. With the acceptance of State funds, the City of Ashland committed to standing up 30 shelter beds which it did commencing on November 1, 2024, with the original end date of January 10, 2024. The emergency 24/7 shelter was extended to March 31st, 2024, through executive order and discussion of additional grant funds from the State to keep the shelter operational. The City extended their contract with OHRA to keep the 24/7 emergency shelter open through March 31st, 2024, at which time the shelter will be closed due to fire code restrictions. If the direction is to transition the building to a permanent shelter, a change of use permit will be needed through the building department. A design professional (Oregon Licensed Architect) will need to provide detailed plans of the changes and code analysis demonstrating a code complaint path that meets current building codes (2022 OSSC).

Items that need to be considered regarding 2200 Ashland Street:

Occupancy considerations:

The building code specifies different requirements for permanent and temporary shelters. For permanent shelters, the code requires 200 square feet per occupant. Based on this rule and the current building's size and layout, only 13 occupants are allowed. However, for temporary severe weather shelters, the requirement is much less at 35 square feet per occupant, and this arrangement is only allowed for up to 90 days within a 12-month period. This means the building can accommodate more people temporarily during severe weather without needing modifications provided a Fire Watch is maintained during its use as a temporary shelter.





Council Business Meeting

The city is considering collaborating with the Department of Human Services (DHS), the Oregon Health Authority (OHA), the building official, and the fire marshal to potentially increase the number of permanent occupants allowed in the building. However, without a final design and site plan, it's uncertain whether this will be permitted. To meet the goal of providing 30 beds, it's likely that additional funding and locations for shelter beds will be needed, even with building renovations.

Renovations needed to the building to continue as a 24/7 shelter include:

- Upgrading the kitchen
- Installation of bathrooms for ADA accessibility- currently an external porta-potty serves this function.
- Laundry facilities- currently an external trailer serves this purpose.
- Shower facilities- currently an external trailer serves this purpose.
- A sprinkler system
 - Estimated cost is \$7-10 per square foot (\$37,331 - \$53,330)
 - Additional cost for a new meter backflow and riser- Cost TBD
- A wire strobe alarm system
 - Estimated cost \$3 to \$6 per square foot (\$15,999 - \$31,998)
- Additional egress (potentially)
- Window height adjustment (potentially)- sleeping is not allowed in rooms that do not have an emergency egress opening.
- Adjustment of number of restrooms- for congregate and dormitory living, one restroom per 10 occupants per gender is required and one drinking fountain for standing persons and one for persons in wheelchairs for every 1-100 occupants.

After the Council decides how they would like to proceed, City staff will be in communication with Access about how the City will be moving forward in terms of the additional funding offered and next steps regarding 2200 Ashland Street.

FINANCIAL CONSIDERATIONS

The City has made a considerable investment into this site to include:

- Total purchase price of \$2 million which included an all-cash payment of \$1.4 million from grant funds including \$1 million from Access for the purpose of purchasing a building to act as an emergency and





Council Business Meeting

severe weather shelter. Finance of the additional \$600 thousand at 3.75% for 20 years with no prepayment penalties.

- Operational costs to-date of 2200 Ashland Street include:
 - \$27,000 for Architectural fees for occupancy certification requirements
 - \$161,263 in construction costs, fencing, security cameras and utilities.
 - \$11,088 in operational needs such as utilities, repairs, trash, porta potties
 - \$133,705 in OHRA contract costs to-date

The grant funding being proposed by the State to staff's knowledge will not address the outstanding balance of the building purchase nor will it address the on-going cost of maintenance and further site development over the next ten-year period though additional grant funding may be available in the future.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

Depending on how Council would like to proceed there are several motion options:

- I move to accept the State funding and make the necessary building modifications to the structure to allow for continued sheltering at the site with the intent to provide 24/7 sheltering at the 2200 Shelter site and direct staff to work with Access on an appropriate contract and next steps. Staff is directed to work with Access and other service providers to ensure the 30-shelter bed expectation is met.
- I move to decline the State funding and end the 24/7 sheltering at the site and direct staff to work with Access on any close-out issues.
- I move to direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

REFERENCES & ATTACHMENTS

- Council Communication: 8/15/2023 Acquisition of the Coming Attractions Property at 2200 Ashland Street.
- Resolution No. 2022-33 A Resolution Repealing Resolution No. 2013-94 and Setting Policies and Conditions Under Which Ashland Will Activate Severe Weather Emergency Shelter Facilitation
- City of Ashland E.O. 23-02 Regional Unsheltered Homelessness Emergency Response Grant Application
- City of Ashland E.O. 23-02 Subrecipient Agreement
- City of Ashland Monthly Congregate Shelter Cost-Corrected email





Council Business Meeting

August 15, 2023

Agenda Item	Acquisition of the Coming Attractions property at 2200 Ashland Street (Taxlot 391E14BB -TL300) for an emergency and Inclement weather shelter			
From	Joseph L. Lessard Scott Fleury Brandon Goldman		City Manager Public Works Director Community Development Director	
Contact	Joe.lessard@ashland.or.us			
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐			

SUMMARY

Before Council is a request to approve the acquisition of 2200 Ashland Street (391E14BB –Tax Lot 300; 1.20 acres) with a 3097 sq-ft commercial facility, for use as an emergency and inclement weather shelter.

POLICIES, PLANS & GOALS SUPPORTED

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

BACKGROUND AND ADDITIONAL INFORMATION

The Council has long been engaged with City Management to determine appropriate next steps for an emergency and inclement weather shelter, specifically acquisition of a site/building that can accommodate the City's needs long-term and align with previously awarded grants.

The City has been coordinating with a Commercial Real Estate Agent on acquisition and been negotiating for acquisition of 2200 Ashland St. ,391E14BB –Tax Lot 300. The site is 1.2 acres with a 3097 square foot commercial use officed space building and parking. The building can be improved to accommodate an overnight shelter that meets the City's need for an inclement weather shelter (primarily winter & summer seasons) that also meets requirements of the State of Oregon's 'All In' grant that was accepted by the Council at its June 6, 2023, Regular Meeting.

The negotiation has concluded with both the seller and buyer (City of Ashland) reaching terms.

The general terms of the acquisition are:

- The total purchase prices is \$2 million; and
- The purchase price will be paid by an all-cash payment of \$1.4 million from grant funds and owner carry financing of \$600 thousand at 3.75% for 20 years with no prepayment penalties.

FISCAL IMPACTS

The City has received two grants that support an emergency and inclement weather shelter for houseless individuals. The first Grant is a State of Oregon's "All In" grant of \$1,158,100. The second grant is a Department of Administrative Services (DAS) grant of \$1,000,000. The City also appropriated \$200,000 in its 2023-2025 BN General Fund Budget for use towards operation of its inclement weather shelter. These funds will be used to





Council Business Meeting

cover the cash required for the property acquisition and the remaining funding will be used to improve the facility, cover future financing payments until additional grant funds are secured and cover the facility's operation costs.

SUGGESTED NEXT STEPS

Next steps including closing on the property and making necessary improvements to begin occupation as an emergency shelter under the previously accepted grant requirements. The City staff will also respond to questions from nearby neighborhood residents and businesses concerning the emergency shelter's operation and plan to for next steps to address potential concerns.

MOTION

I move to approve the acquisition of 2200 Ashland Street, property 391E14BB –Tax Lot 300 for a cash price of \$1,400,000 and owner carried finance of \$600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.

REFERENCES & ATTACHMENTS

None



RESOLUTION N O . 2022-33

A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER EMERGENCY SHELTER FACILITATION

RECITALS:

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. This resolution repeals and replaces Resolution 2013-04.

SECTION 2. Provision of Emergency Shelter During Severe Weather Events

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
 - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
 - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
 - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
 - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

SECTION 3. City's Role in Instances of Emergency Shelter

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice**: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

SECTION 4. Severe Weather Activation

Provisions for emergency shelter will be activated as follows:

a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
 - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

SECTION 5. Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

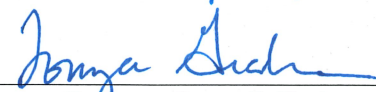
SECTION 6. This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

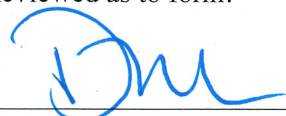
ATTEST:

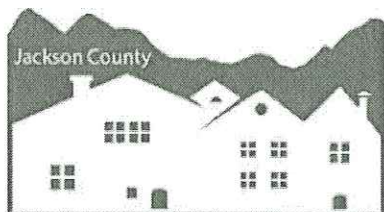

Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18th day of July, 2023.


Tonya Graham, Council Chair

Reviewed as to form:


Doug McGeary, Interim City Attorney



CONTINUUM of CARE

Regional Unsheltered Homelessness Emergency Response Emergency Order EO 23-02 Deadline: 5 p.m., Friday, May 19, 2023

Legal name of organization	City of Ashland
Organization designation (underline)	Non-profit corporation Public Entity Other (explain)
Program Name	Ashland Low Barrier Shelter and Urban Rest Stop
Address	20 E. Main Street
City, State, Zip	Ashland, OR 97520
Tax ID Number & UEI #	Tax ID 93-6002117 & UEI CRCQD8ZGQSR6
Organization Director	Joseph L. Lessard, City Manager
Program Director Name and Title (If not organization director)	Linda Reid, City of Ashland Housing Program Manager
Phone & E-mail	541-552-2043 reidl@ashland.or.us
Agency Total Operating budget	\$118,907.051
Program Budget	\$2,330,000
AMOUNT OF REQUEST	\$1,400,000
Number of years your organization has been in operation?	149 years
Signature of Authorized Individual	<i>Joseph L. Lessard</i>
Print Name & Title	Joseph L. Lessard
Date	5/17/23

PROGRAM PROPOSAL/NARRATIVE RESPONSE SECTION

1. Is your agency an equal opportunity employer?* ☒ Yes ☐ No

*Faith based organizations are exempt from this requirement.

Is your agency an equal opportunity service provider? ☒ Yes ☐ No

If you answered "no" to either of these questions, please explain.

2. **Organizational Overview:**

- a. Tell us about your organization, its mission, history, and services offered. Include information about your organizational structure and staffing levels.

Mission

Vision Statement:

Ashland is a resilient, sustainable community that lives within its means and maintains the distinctive quality of place for which it is known.

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

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

City of Ashland Policies:

Housing Element of the Comprehensive Plan:

Ensure a range of dwelling types that provide living opportunities for the total cross-section of Ashland's population.

Housing opportunities should be available to all residents without discrimination and consistent with local, state, and federally recognized protected classes under fair housing law.

Social and Human Services: *To ensure that all people in Ashland live in a safe, strong, and caring community, the City seeks to enhance the quality of life and promote self-reliance, growth and development of people. To these ends, the City will strive to provide resources and services to meet basic human needs.*

The City of Ashland is a municipality, and its primary mission is to maintain city facilities (such as parks, stormwater and sewer systems, and streets and sidewalks) and provide basic health and safety services, including law enforcement and fire protection. These services are essential. Additionally, the City supports services that promote the health and welfare of the economy, environment, and people. This includes economic development activities, conservation programs, and social service funding and programs. While the City has previously supported efforts to address homelessness, citizens and organizations now seek a more proactive role from the City due to the impact of the Coronavirus pandemic and wildfires.

Over the years, the City has engaged with service providers, the faith-based community, and community advocates to gather feedback on needs and solutions for homelessness. This grant application reflects those efforts and community engagement regarding the most urgent needs.

Although the City's mission does not directly involve serving homeless populations, it is committed to public safety and being responsive to community needs. However, as a small municipality with limited resources, the City needs to request additional resources to meet the current needs arising from recent disruptions and the increase in unhoused residents within the community.

History

The City of Ashland, incorporated in 1876, has a rich history tied to the timber industry, a thriving theater community, and a prestigious educational institution. In recent years, it has become renowned for its arts, culture, and status as a top tourist destination in Southern Oregon, home to the Oregon Shakespeare Festival and Southern Oregon University.

Despite its smaller size compared to nearby Medford, Ashland has a strong track record of providing services and resources to address the needs of unhoused residents and migrant populations. However, effectively addressing the issue of homelessness throughout the Rogue Valley requires reciprocal coordination that encompasses Ashland's unique challenges.

As the largest city at the southernmost end of the valley and the primary exit off the interstate for travelers from California, Ashland serves as a regional focal point. It attracts both a significant number of unhoused travelers and long-term homeless residents. The demand for affordable housing is intensified by the city's service sector industry driven by tourism. Positioned along the I-5 corridor and renowned for its progressive community, expansive parklands, natural areas, and lively downtown plaza, Ashland consistently draws a substantial influx of tourists and visitors.

Thus, any comprehensive approach to addressing homelessness throughout the Rogue Valley must acknowledge and prioritize the challenges specific to Ashland. By fostering reciprocal coordination throughout the valley, a more effective and unified effort can be made to combat homelessness and support those in need within Ashland and beyond.

Services and Capacity

The City of Ashland is an entitlement jurisdiction for Community Development Block Grant funds from the Department of Housing and Urban Development, and as such, is very familiar with HUD funded programs and program administration requirements. Traditionally, the City of Ashland acts solely as a grant administrator, rarely carrying out activities directly, preferring instead to provide institutional structure, staff expertise, and financial support to partner organizations to assist them in carrying out their respective missions while assuring that the needs of the community's most vulnerable citizens are being met. In instances of urgent need and extreme circumstances the City will sometimes take on enhanced roles in order to address the needs of those most vulnerable and at-risk members of the community.

In recent years due to the impacts of the pandemic and the wildfires, the City of Ashland has often taken on enhanced roles to ensure public safety and support partner agencies in the provision of basic health and safety resources. The City of Ashland has staff with expertise in

project management, grant administration, and project planning. The City also has a Building Department, Electric Department, Planning Department, Public Works and Engineering Department, and Fire Safety Division who can each contribute professional skills and resources to help implement this project on an expedited timeline and with a level of experience and expertise which can be costly, time consuming, and disjointed in the private sector.

Municipalities have distinct advantages over non-governmental organizations due to their access to a diverse range of internal resources, facilitating efficient internal communication, consultation, and streamlined approval processes. Furthermore, municipalities can tap into expertise and resources from various professional domains. The City of Ashland, for instance, possesses a skilled staff with expertise in project development, public contracting, public procurement, Federal and State grant administration, grant oversight, and a demonstrated history of successfully completing large-scale public facility projects.

To further enhance this activity, the City of Ashland will subcontract with Options for Housing, Resources, and Assistance. This organization has an impressive track record, including the acquisition and rehabilitation of the first Project Turnkey application awarded and operational in Oregon. Additionally, they bring extensive experience in shelter management and a noteworthy record of successfully transitioning individuals from shelters to permanent housing.

b. Outline how your organization works in partnership with other agencies.

The City of Ashland actively fosters partnerships with numerous non-profit organizations and groups within the community. City staff frequently engage in collaborative efforts with these partner organizations, advisory bodies, and citizens to address complex community issues. Recognizing the unique resources and infrastructure available to municipalities, the City provides support that many non-governmental organizations may lack or must seek through contracted services, incurring administrative costs and overhead. This support includes financial assistance and, at times, in-kind contributions such as staff support, administrative assistance, and access to buildings or locations for service provision.

Furthermore, the City often assumes the role of a community convener or facilitator, bringing together stakeholders to engage in discussions and collaborative planning surrounding issues that impact the entire community.

By playing this coordinating role, the City ensures that efforts are aligned, diverse perspectives are considered, and shared objectives are pursued. Rather than competing with non-profit service providers, Ashland focuses on supporting their endeavors, recognizing that collective action is essential in addressing community-wide challenges and achieving shared goals.

c. Explain your agency's outreach efforts to underserved communities, diverse cultures, ethnic minorities, and special needs populations.

Cities that administer State and Federal funds such as Ashland possess valuable expertise in conducting comprehensive outreach efforts aimed at engaging diverse community members, including ethnic minorities and individuals with special needs. These outreach activities are a regular requirement for cities, fostering their experience in effectively reaching out to and involving various segments of the community.

The City of Ashland proactively engages in ongoing public engagement initiatives to gather feedback for strategic planning, budgetary decisions, and community development purposes. In this process, the City actively seeks input from underserved communities and minority populations to ensure their perspectives are considered and to obtain valuable insights regarding City grant funding and community development priorities. By prioritizing inclusivity and actively involving these communities, the City of Ashland strengthens its commitment to fair and equitable decision-making processes and community-driven development.

d. Describe your agency's process for addressing grievances from staff and clients.

The City of Ashland has implemented multiple policies to address staff grievances and ensure a fair resolution process. Several adopted City policies establish a framework through which employees can collaborate with the City's Human Resources department to address grievances. Moreover, since a significant number of City employees are members of various Union groups, each Union contract includes a specific grievance policy that outlines the process for employees to address grievances with the support of their Union representative.

Additionally, the City's general grievance policy and process are clearly outlined in the City's municipal code, specifically in the section dedicated to General Personnel Policies and Procedures (3.08.110). This provides employees with a comprehensive understanding of the steps and procedures involved in filing and resolving grievances.

In a similar vein, the City's municipal code also addresses the Administrative Appeals Process for citizens in section 2.30.020. This ensures that client/customer complaints or concerns can be formally addressed, providing an avenue for individuals to seek resolution and express their grievances in a structured manner.

By having these policies and procedures in place, the City of Ashland demonstrates its commitment to fair and transparent processes for both employees and citizens, aiming to effectively address and resolve grievances in a timely manner.

e. If you have a Limited English Proficiency Plan, explain it below. If not, tell us about your strategies for ensuring service access for applicants/clients with limited English proficiency.

The City of Ashland currently lacks a Limited English Proficiency plan, but it has a contract with a translation service capable of providing language translations and sign language services for

meetings. In addition, the City's non-profit partner on this project, OHRA, has bi-lingual staff who can offer some translation support to clients.

To promote inclusivity, the City of Ashland has implemented an Equal Opportunity Employment Policy and an Affirmative Action Plan. These policies underscore the City's commitment to cultivating an inclusive, respectful, and harassment-free work environment and community. They also encourage diversity, equal opportunity, and access through reasonable accommodations. The City designates an Equal Employment and Affirmative Action Officer on staff to ensure compliance with these policies. Additionally, the City has an ADA policy in place to address reasonable accommodation for individuals with disabilities.

To further advance racial and social equity, the City has established a Social Equity and Racial Justice Advisory Committee. The committee's mission is to provide recommendations and support to the Council and City Manager while educating the community on policies, measures, and practices that foster racial and social equity and promote respectful intergroup relations. Furthermore, the City has enlisted Paradigm Consultants to conduct an internal Diversity Equity and Inclusivity (DEI) assessment, scheduled to begin in the fall of 2023. Once completed, Paradigm will provide a strategic plan to enhance DEI policies within the City.

- f. ***Outline how your agency utilizes HMIS Service Point to track and report on outcomes except for DV providers who use OSNIUM, comparable to HMIS. If you do not currently use HMIS Service Point, tell us about the data system you do use and about your willingness to become an HMIS Service Point user.***

The City of Ashland, although not directly providing services to homeless populations, grants funding to several homeless service providers. As a result, the City does not participate directly in the HMIS Service Point system. However, the City collaborates with partner organizations that are involved in the coordinated entry system. In the proposed project, beneficiaries of the "All In" funding will be registered in the HMIS system through the City's experienced partner organization, OHRA. OHRA has a longstanding history of receiving multiple State and Federal grants, which necessitate reporting in the HMIS system.

OHRA has actively participated in the HMIS system for several years and possesses extensive expertise in data entry and reporting for grants such as CoC, ESG, CDBG, and others funded by HUD and the State. Similarly, the City of Ashland routinely reports outcomes for HUD-funded grants in the IDIS database. Although the City itself does not directly engage in the HMIS system, the staff responsible for overseeing this project is well-versed in the data entry and reporting requirements for State and Federally funded projects.

- g. ***Describe your experience with government grants.***

The City of Ashland possesses extensive experience in grant application, project completion, and the administration of Federal and State grants. The City has successfully managed numerous grants, with a long list of completed projects and a history of undergoing grant

monitoring and financial audits. The staff member responsible for administering this specific grant has 18 years of successful experience in grant administration and oversight.

Additionally, the City has a highly experienced finance department that adheres to Federal and State accounting practices and standards in grant management. The City's project partner, OHRA, also brings valuable experience in handling State and Federal grant funds and has a proven track record of effectively managing such grants.

3. Which segment(s) of the EO 23-02 program are you applying for? RRH, Street Outreach or New Shelter Bed program?

The City of Ashland is submitting an application to address the goal of creating new shelter beds. The City is requesting funding to acquire a building, complete renovations, and contract with OHRA to operate a low barrier nightly shelter from July 1, 2023, to January 10, 2024. This project will provide essential shelter services to unhoused individuals and families.

Furthermore, the City envisions utilizing the facility beyond the grant term by repurposing it as an inclement weather shelter and continuing contractual services with OHRA for operations. This will enable continued support for the sheltering needs of the unhoused population. The City is seeking a total of \$1.4 million in EO-23-02 grant funding, and it will contribute a substantial match of \$930,000 in City funding already secured to ensure the success and sustainability of the project.

4. New Shelter Bed Program

- a. Describe your plan to implement the EO 23-02 New Shelter Bed program. Be as precise as possible by identifying how you intend to add shelter beds.

The City of Ashland is submitting an application to provide 40 or more new congregate and non-congregate shelter beds. The City's request for funding is aimed at acquiring a property that includes an existing building suitable for immediate use as a congregate shelter. The targeted property is a 5000 square foot commercial building with existing bathrooms and food preparation capabilities.

Renovations are planned to enhance the facility, including the addition of a sprinkler system, upgrading the kitchen and bathroom facilities for ADA access, incorporating additional laundry facilities, and installing a 24-hour accessible public bathroom. This would address the lack of public bathroom facilities on the South end of Ashland. Additionally, utility hookups will be added to accommodate a laundry/shower trailer and the La Clinica mobile health unit, providing laundry and shower access to the community.

The City of Ashland owns 13 currently unoccupied pallet shelter units that can be relocated to the site. These units will be utilized to house special populations, such as families with children or individuals experiencing severe-persistent mental illness, in a non-congregate setting. While

primarily functioning as a low-barrier overnight shelter, the City envisions the site serving as an urban rest stop on the South side of the Rogue Valley, combining various resources requested by partner organizations already operating valuable programs in Ashland.

Multiple service providers, including meal programs, a laundry program, and OHRA, have expressed the need for the listed resources to offer their services consistently and at a fixed location. The City has a longstanding partnership with these organizations, providing financial support and locations for their services in the past. However, due to maintenance and repair issues, among other factors, the City can no longer offer locations to these service providers. The grant opportunity at hand would enable the City to provide much-needed permanent infrastructure to these partner organizations, who offer essential and sought-after services to the unhoused community.

For the operation of the low barrier nightly shelter, the City intends to contract with OHRA from July 1, 2023, to January 10, 2024. The total funding requested through the EO-23-02 grant is \$1.4 million, and the City would contribute significant matching funds of \$930,000 in City funding.

- b. Are you planning to purchase a facility, land, or construct units*? X Yes _____ No. Will EO 23-02 funds be utilized? X Yes _____ No. If you answered yes, please describe your project timeline. Include information about your experience with construction, and project management, status of any needed permits, inspections, and so forth.**

The City plans to use grant funds to purchase a facility, and two properties have been identified that are currently available for acquisition. The City has been in communication with realtors regarding the purchase, and the timeline for acquiring a property is approximately 30 days from the time of the grant contract. Once the property is acquired, the City will work in collaboration with its shelter operations partner, OHRA, to set up the shelter, hire and train staff. This process is estimated to take another 30 days. The necessary renovations and upgrades to the facility will be carried out while ensuring that the shelter can continue to operate without any disruption or conflict, prioritizing its use as an emergency shelter.

The City of Ashland has extensive experience in property acquisition, construction projects, and professional project management. There are no planning approvals required for the purchase and utilization of the facility as a congregate and non-congregate shelter and urban rest stop. However, the City will need to apply for building permits to proceed with the proposed renovations, and the City's building department can offer consultation as well as an expedited permitting and inspections process. OHRA also brings extensive experience in shelter set up and staff training. They have successfully completed property acquisition and major rehabilitation projects utilizing both Federal and State grant funding.

- c. ***The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

- d. **Are you planning to add beds to an existing facility?** ☐ Yes ☒ No **If you answered yes, will construction, conversion, or rehabilitation be required?** ☐ Yes ☐ No

If you answered yes, please provide a project timeline.

- e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

- f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**

☒ Yes ☐ No

If you answered yes, how will they be funded?

The City of Ashland has General Funds set aside in the City's budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing.** ☒ Yes ☐ No

If you answered Yes, please provide names and amounts for the other funding sources.

EO-23 funds cannot be used to supplant existing funds for similar projects.

Expense	Project Costs	Funding Source	Narrative
Building Acquisition	\$1,600,000	\$1,400,000-EO Grant \$ 200,000-DAS Grant*	Est. Site Acquisition Cost
Renovation Costs	\$ 200,000	\$ 200,000-DAS Grant	To include Sprinklers system, bathroom and kitchen upgrades,

			Shower Trailer hookups and soft costs.
Operations	\$ 200,000	\$ 200,000-DAS Grant	From 7/01/2023-01/10/2024
Operations	\$ 200,000	\$ 200,000-City General Fund	From 01/11/2024+
Outdoor Bathroom	\$ 130,000	\$ 130,000-DAS Grant and/or 2024 CDBG	Installation of a Portland Loo-for 24-hour public bathroom access
Total Project Costs	\$2,330,000		

* DAS grant funding is secured

**6. If awarded, does your agency have the capacity to provide monthly reports? X Yes
_____ No. If you answered no, please explain.**

The City of Ashland will contract with OHRA to provide data collection and reporting through the HMIS system as part of the shelter operations subcontract.

7. If awarded, will you be able to spend funds by Jan. 10, 2024?

Yes, the City and OHRA both have an excellent track record for timely and appropriate expenditure of State and Federal grant funds.

REQUIRED SUPPLEMENTAL MATERIALS.

Please enclose, **with your application:**

- A copy of your IRS non-profit determination letter (See attached Exhibit A)
- Your agency budget for the current fiscal year and a projected budget for the next fiscal year: Please See Budget Documents on the City's website
<https://www.ashland.or.us/Page.asp?NavID=8316>
- An EO 23-02 Project Budget (Table on Page 8 & 9)
- Your most current 990 <https://www.ashland.or.us/Page.asp?NavID=8316>
- Board of Directors list: <https://stories.opengov.com/ashlandor/published/FnmcPHyBA>
- Your current W-9 (See attached Exhibit B)
- Current Organizational Chart:
<https://stories.opengov.com/ashlandor/published/QPyQxLNkf>
- Copy of your most recent audit (if unavailable, then most recent unaudited financials)
https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20Reports/Completed_Single_audit.pdf



CINCINNATI OH 45999-0038

In reply refer to: 0248167576
 May 31, 2018 LTR 4076C 0
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BODC: TE

CITY OF ASHLAND
 % CINDY HANKS
 20 E MAIN ST
 ASHLAND OR 97520

041617

Federal Identification Number: 93-6002117
 Person to Contact: Customer Service
 Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

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ASHLAND OR 97520

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

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.

City of Ashland

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) ▶ _____

Government

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.

20 East Main St

6 City, state, and ZIP code

Ashland, OR 97520

7 List account number(s) here (optional)

Requester's name and address (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

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or

Employer identification number

9	3	-	6	0	0	2	1	1	7
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶

Cynthia A. Hanks

Date ▶

4/11/23

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)

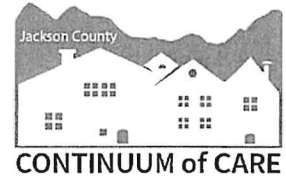
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (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.



State Funds - CFDA number not applicable
Executive Order 23-02
Jan. 10, 2023 to Jan. 10, 2024
Subrecipient Agreement
City of Ashland



The Subrecipient Agreement is hereby made by and between ACCESS, fiscal agent for the Continuum of Care (hereinafter called the “Grantee”), and City of Ashland (hereinafter called the “Subrecipient”) pursuant to the Memorandum of Agreement (MOA) made by and between the Grantee and the Oregon Housing and Community Services (hereinafter called “OHCS”), to implement the grant awarded to the Grantee under the **Emergency Order (EO) 23-02** effective **January 10, 2023**, incorporated into this Subrecipient Agreement.

Grant Amount:

	1-10-23 to 1-10-24 TOTAL AWARD
Building Purchase	\$ 1,000,000
Administration	\$ 158,200
TOTAL AWARD	\$ 1,158,200

Description:

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to provide funding to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor. Subrecipient will administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

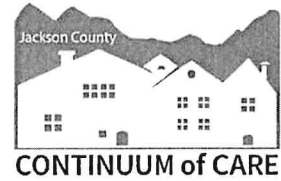
Acquire a building, complete renovations, and contract with Opportunities for Housing Resources and Assistance (OHRA) to operate a low barrier nightly shelter from July 1, 2023 to January 10, 2024.

Subrecipient certifies that EO 23-02 funding will only be used to create new shelter bed capacity that meets the definition in Section 5 below.

No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the Department of Housing and Urban Development’s Equal Access Rule, 81 FR 64763, to ensure services are available to all.



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Subrecipient further certifies that EO 23-02 funding used for shelter acquisition, operation or construction will only be utilized to create new shelter bed capacity that meets the following definition:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly.

A. Scope of Work/Grant Activities

1. Regional Unsheltered Homelessness Emergency Response Plan

Prior to eligibility for funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Oregon Housing and Community Services (OHCS) that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and Grant Activities are attached to and incorporated into this Agreement as Exhibit A. Each is contained in the Grant Agreement #OR-502. With both Exhibit A and Exhibit B incorporated into this Subrecipient Agreement, the scope of grant activities authorized for the purposes of this Subrecipient Agreement are defined.

All activities hereunder, including all Grant Activities and funds to be awarded, are expressly contingent on Grantee's receipt of funds and the subsequent release of additional funds. Should any funds be withheld and/or Grantee's "Grant Agreement State of Emergency Due to Homelessness" (Agreement No. OR-502) be terminated for any reason, Grantee's obligations hereunder shall immediately terminate.

2. Compliance with Agreement

- a. Subrecipient will perform all Grant Activities in accordance with the terms of this Agreement, including all exhibits contained herein.



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- b. Subrecipient shall comply with Grant Activities as outlined in the EO 23-02 Grant Agreement #OR-502, Exhibit A hereby attached.
- c. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2023-2025 to be executed July 2023.
- d. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2023-2025 to be executed July 2023.
- e. Subrecipient shall comply with and perform all work to the satisfaction of the Grantee, and in accordance with the terms of this agreement and the applicable program requirements provided in ORS 458.650 Exhibit F hereby attached.
- f. Subrecipient will make available all records pertaining to the utilization of Executive Order 23-02 funds to the Grantee and OHCS upon request if need be.

3. Housing Focused

All activities conducted under this Subrecipient Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Subrecipient Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount.

4. No Supplanting of Other Funds

Subrecipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Subrecipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Grantee may exercise any of the remedies available to it under this Agreement or at law or in equity. Subrecipient also agrees to comply with reporting requirements as outlined in Section 3 (Program Specific Reporting) found in EO Grant Agreement #OR-502 Exhibit A hereby attached to demonstrate the levels of funding from



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other sources as outlined in the Plan (EO Grant Agreement #OR-502 Exhibit B hereby attached) are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Subrecipient to comply with this stipulation is a material breach of this Subrecipient Agreement and entitles Grantee to exercise any remedies available to it under this Agreement or at law or in equity.

5. New Shelter Bed Requirement

New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

6. Habitability Requirements.

Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Subrecipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of Non-Congregate Free-Standing units if they provide heat, electricity, the ability to close and lock a door, showers, and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available on-site or with an action plan to provide meals to shelter residents.

7. Restrictive Covenants for Shelter Facilities

Subrecipient shall operate the shelter facilities acquired, converted, renovated, or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related



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services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Subrecipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Grantee and shall be filed, at the Subrecipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Subrecipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Subrecipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

The Subrecipient may terminate the Restrictive Covenant under any of the following conditions. One, If the Subrecipient fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow the Subrecipient, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of the Shelter Facilities. And two, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Restrictive Covenant is prohibited from paying for such work from the planned funding source. In the event Subrecipient has insufficient appropriations, limitations, or other expenditure authority, Subrecipient may terminate this Agreement without penalty or liability to Grantee, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

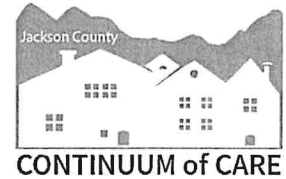
8. Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Subrecipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in EO Grant Agreement #OR-502, Exhibit A hereby attached. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Subrecipient must agree to certify compliance with this requirement and submit



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Jan. 10, 2023 to Jan. 10, 2024
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that certification to Grantee on an annual basis, or upon request of Grantee, throughout the Restrictive Use Period.

9. Program-Specific Reporting

Subrecipient assures that data collection and reporting, including personally identifiable information, will be conducted utilizing HMIS Service Point/Coordinated Entry Services. If Subrecipient is entering into an agreement with a third party (Opportunities for Housing and Resources – OHRA) to enter program data into the HMIS/Coordinated Entry Services programs, Subrecipient agrees third party (OHRA) will “enter data as” the City of Ashland into the HMIS. Subrecipient must provide a copy of the MOA or contract with such agreement to Grantee within thirty (30) days. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. It is required that Subrecipient or a third party enter data within three business days. Subrecipient also assures that required reports will be submitted on a monthly basis.

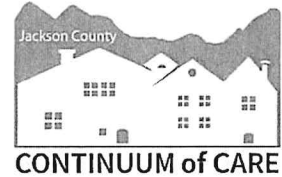
Subrecipient acknowledges receipt of and agrees to be bound by all data management requirements stated in EO Agreement #OR-502, including, but not limited to, the grant of stated licenses and permissions to OHCS.

B. Project Requirements:

- 1) Subrecipient will operate in accordance with all applicable statutory and regulatory requirements including those set forth in Uniform Guidance 2CFR Part 200, the Master Grant Agreement, the EO Grant Agreement #OR-502, and any policies and procedures developed by the Grantee provided the Subrecipient has received appropriate notice as set forth in this Agreement.
- 2) Subrecipient will operate in accordance with all the requirements in the 21-23 Master Grant Agreement and the 23-25 Master Grant Agreement to be executed July 2023.
- 3) Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached, EO Grant Agreement #502 and MGA 2023-2025 to be executed July 2023.
- 4) Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached and MGA 2023-2025 to be executed July 2023.



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- 5) Services will be consistent with the Master Grant Agreement and EO Agreement #OR-502. Subrecipient will provide its best effort to ensure the delivery of the right service at the right time to the right client.
- 6) Subrecipient will comply with such other terms and conditions including recordkeeping and reports for program compliance and evaluation as stated in this Agreement.
- 7) Subrecipient will provide such additional information as deemed appropriate by the Grantee.
- 8) Subrecipient will participate in all EO 23-02 funding required training, conference calls, and meetings as requested by the Grantee with reasonable notice.
- 9) Subrecipient provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Subrecipient will comply with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

C. Term:

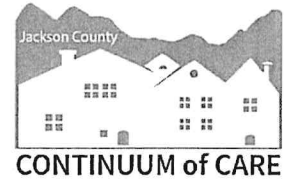
The term of this Agreement is effective Jan. 10, 2023, through Jan. 10, 2024. All services to be furnished under this Subrecipient Agreement must be completed on or before Jan. 10, 2024, unless this Agreement is otherwise earlier canceled as hereinafter provided, or unless extended by written agreement of the parties.

D. Compensation:

1. Subrecipient acknowledges that all funds paid under this Agreement are on a reimbursement-basis, meaning that Subrecipient must provide documentation (as detailed below) to Grantee, who will, in turn, remit the same to OHCS for processing. Failure to adhere to the requirements of EO Agreement #OR-502 or this Agreement may result in some, or all expenses being refused. If OHCS refuses any expense for any reason, Grantee shall have no obligation to separately reimburse any such expenses or secure alternative funding. Grantee's obligations under this Agreement shall immediately terminate if EO Agreement #OR-502 is terminated or suspended for any reason.
2. Subrecipient must use adequate fiscal management systems that follow generally accepted accounting principles (GAAP) and provide adequate fiscal control and



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accounting records, including cost accounting records supported by documentation. Subrecipient's fiscal management systems must comply with the requirements of the OHCS Master Grant Agreement (MGA) #7000, EO Agreement #OR-502, and the OHCS Master Grant Agreement 23-25 to be executed July 2023.

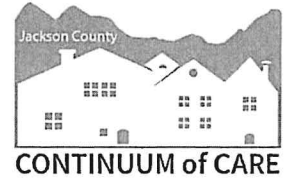
3. Subrecipient shall be reimbursed for allowable costs as specified in the approved Subrecipient Budget (see Grant Award above). All requests for reimbursement must specify the line-item for which reimbursement is being requested. Documentation to accompany a request includes an invoice with documentation to substantiate expenses by line item and both a summary and a detailed profit and loss statement. An authorized representative must submit requests for reimbursement. Eligible expenses must be allowable, allocable, and reasonable in accordance with the applicable Federal Cost Principles set forth in OMB Uniform Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as stated in 2 CFR Part 200, Subpart E—Cost Principles. Subrecipient will be reimbursed in accordance with the budget (see above). The budget may be revised with the agreement of both the Grantee and the Subrecipient and will require a budget modification signed by both parties. Expenses more than the agreed upon budget will not be reimbursed.

Subrecipient acknowledges receipt of the foregoing instructions, as well as EO Agreement #OR-502, and further acknowledges that only reimbursements that comply with these requirements will be considered.

4. Subrecipient shall submit a request for reimbursement within ten (10) days after the end of each monthly period during the performance of the services provided in this Agreement. The final payment request shall be submitted no later than Jan. 25, 2024. Failure to submit the final request by the due date may result in non-payment of the expenditures.
5. Ineligible expenses are those costs requested for reimbursement by the Subrecipient that the Grantee determines to be unallowable based on applicable Federal cost principles, OHCS Program regulations, the Application, or the Agreement. Any expenses deemed ineligible by the Grantee for which the Subrecipient was reimbursed must be repaid to the Grantee or shall be deducted from the amount of the next reimbursement at the Grantee's discretion.
6. The grantee is not responsible for unauthorized expenses incurred by a Subrecipient or for costs incurred prior to the effective date of this Agreement.



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E. Monitoring and Evaluation:

1. Subrecipient will comply with monthly monitoring by the Grantee and OHCS to ensure compliance with the program requirements established through the MGA, the EO Grant Agreement #OR-502, and the Subrecipient Agreement. Monitoring will be accomplished through on-site inspections and/or virtually.
2. Results of monitoring will be summarized in a written report by the Grantee and submitted as appropriate. Ongoing technical assistance and guidance related to the implementation of the program will be provided by the Grantee as part of training and monitoring activities.
3. If Subrecipient is not in compliance with the requirements of the program, regulations, contracts and /or policies and procedures, other applicable federal laws, the Grantee will provide an opportunity for response and corrective action, unless a life safety issue or potential mishandling of funds is identified. In the latter two cases – suspension shall occur immediately. The process for notifying the Subrecipient includes a) Issuing a warning letter indicating further failure to comply with such requirements will result in a more serious sanction; b) directing the Subrecipient to cease incurring costs for which reimbursement is expected; or c) requiring some or the entire grant amounts advanced or reimbursed to the Subrecipient be remitted to the Grantee.
4. The Grantee may temporarily suspend a Subrecipient from all or part of the activities identified in this Agreement while it assesses the organization's capacity to comply.

F. Audit Requirements:

In the event, that during the period of this Agreement, Subrecipient expends more than \$750,000 in federal funds in an operating year, Subrecipient shall, at its own cost and expense, cause to be executed an independent audit. The audit shall be completed, and a copy furnished to the Grantee at the address indicated on the signature page, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or five (5) months after the end of the audit period, unless a longer period is agreed to in advance by the Grantee. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.



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G. Indemnification:

Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and Grantee and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees (Collectively, "Claims"), resulting from, arising out of, or relating to the activities of subrecipient or its officers, employees, subcontractors, or agents under this agreement. Neither Subrecipient nor any attorney engaged by Subrecipient may defend any claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Subrecipient settle any claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Subrecipient will be liable for the attorney fees of the State of Oregon, including, but not limited to any fees charged by the Oregon Department of Justice.

H. Subrecipient Default

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A, EO 23-02 Agreement #OR-502 and such failure is not remedied within thirty (30) days following notice from Grantee to Subrecipient specifying such failure; or

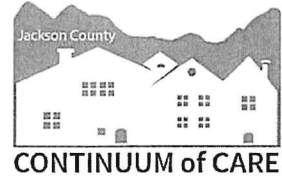
Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Grantee in its sole discretion.

I. Remedies



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In the event Subrecipient is in default under Section H, Grantee may, at its option, pursue any or all of the remedies available to it under this Subrecipient Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section K, (b) reducing, withholding or recovering payment of Grant Funds for activities that Subrecipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section J of this Agreement or setoff, or both.

All of the above remedies in Section I are cumulative to the extent the remedies are not inconsistent, and Grantee may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Prior to any termination of this Agreement by Grantee pursuant to Section K, Grantee will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Grantee. Subrecipient shall have five (5) days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, Grantee may terminate this Agreement upon 10 days written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Grantee. Following the meeting, Grantee shall determine, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If Grantee's written notice states that Grantee does not agree to such proposal, or if Grantee accepts such proposal but Subrecipient does not satisfy the terms of the proposal, Grantee may terminate this Agreement upon 10 days' written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

In the event Subrecipient is in default under Section H and whether or not Subrecipient elects to exercise its right to terminate this Agreement under Section K, or in the event Grantee terminates this Agreement under Section K, Subrecipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Grantee has against Subrecipient. In no event will Grantee be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous



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amounts paid to Subrecipient exceed the amount due to Subrecipient under Section I, Subrecipient shall promptly pay any excess to Grantee.

J. Recovery of Overpayments - Withholding of Funds

If payments to Subrecipient under this Agreement, or any other agreement between Grantee and Subrecipient, exceed the amount to which Subrecipient is entitled, Grantee may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

Grantee may withhold any and all undisbursed Grant Funds from Subrecipient if Grantee determines, in its sole discretion, that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Grantee or if Grantee determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable Notification of Allocation (NOA) or is unsubstantiated by related documentation.

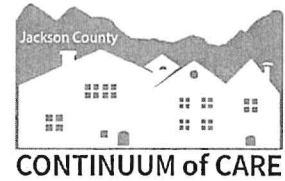
K. Termination

This Agreement may be terminated at any time by mutual written consent of the Parties. Grantee may terminate this Agreement as follows:

- Immediately upon written notice to Subrecipient, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement.
- Immediately upon written notice to Subrecipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited, or Grantee is prohibited from paying for such performance from the planned funding source.
- If Subrecipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section I or
- As otherwise expressly provided in this Agreement.



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- Subrecipient may terminate this Agreement immediately upon written notice to Grantee if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice to Grantee.
- Upon receiving a notice of termination of this Agreement, Subrecipient will immediately cease all activities under this Agreement, unless Grantee expressly directs otherwise in such notice.

L. Responsibilities of the Grantee:

The Grantee is responsible for the implementation of the project as submitted in the Funding Agreement and any clarifications provided to OHCS, and compliance with the MGA and EO Agreement #OR-502 including all applicable statutory and regulatory requirements as noted in the Funding Agreement.

1. Review data in HMIS for accuracy and quality and provide technical assistance to the Subrecipient and other partner organizations as needed.
2. Monitor program performance to evaluate the program's effectiveness in reaching the target population prioritized for assistance and in meeting the performance objectives as stated in OHCS Agreement #OR-502.
3. Facilitate regular meetings with the Subrecipient and other partner organizations to review EO 23-02 expenditures and program performance.
4. Submit reimbursement to Subrecipient within seven (7) business days of receipt of invoice and required documentation.

M. Additional Provisions.

It is agreed and mutually understood by all parties that:

1. Subrecipient will access other community resources.
2. Cultural diversity is a value in hiring, training, and governance; and services are designed to assure that racial, cultural, and religious differences are understood and respected.
3. Services are tailored to the strengths, values, needs, and preferences of the participants.
4. Services are based on current research and best practices.



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5. Grantee reserves the right to execute other Agreements and/or Memoranda of Agreement with additional organizations to ensure the full implementation of the Executive Order #OR-502 as described in the Funding Agreement and any amendments approved by OHCS. In such cases, Subrecipient shall be provided 30 days written notice in a manner provided for notices herein.
6. This agreement is subject to termination upon such a directive to ACCESS by OHCS and OHCS shall not be liable to any of the parties to this agreement or to other persons for directing that this agreement be terminated.
7. The Subrecipient hereby confirms that it is an independent contractor and not an agent of OHCS or of Grantee.

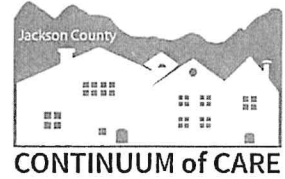
N. Insurance Requirements

Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of or failure to perform the work hereunder by the Subrecipient, its agents, representatives, employees, or sub-contractors. Service Provider shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including discrimination, fair housing, ADA violations, and sexual molestation). If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Crime/Theft: \$25,000



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Additional Insurance Provisions

General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Subrecipient; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient.
2. For any claims related to this agreement, the Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be greater than the Subrecipient's insurance.
3. The insurance coverage and limits required must be evidenced by a properly executed Certificate of Insurance form (or its equivalent) and given to the Grantee within 30 days of execution of this document.
4. Thirty (30) days' written notice must be given to the Grantee of any cancellation, intent not to renew, or reduction in the policy coverage.

Entire Subrecipient Agreement:

This Subrecipient Agreement together with the Guidance and Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be modified or amended by either party provided that such modification or amendment is in writing and signed by all affected parties and may be canceled prior to the expiration of its term by either party, for cause or for no cause whatsoever, by serving thirty (30) days written notice of amendment or termination to the other party in the manner provided for notices herein. The Grantee shall not be responsible for funding any activities or services performed by the Subrecipient after the date of termination. If the Subrecipient Agreement is canceled or terminated, the Subrecipient will be compensated for any eligible expenses incurred prior to the notice of cancellation/termination contingent upon the receipt of all outstanding reports and other documents required.



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IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Subrecipient Agreement effective as written above.

Grantee
ACCESS
By: Carrie Borgen
Executive Director

Carrie Borgen
Signature

8-7-23
Date

Address of Administrative Office:

3630 Aviation Way
Street Address

Medford, Oregon 97504
City, State Zip Codes

Email: cborgen@accesshelps.org

Subrecipient
City of Ashland
By: Joseph L. Lessard
City Manager

Joseph Lessard
Signature

8/3/23
Date

Physical Address

20 E. Main St.
Street Address

Ashland, OR 97520
City, State Zip Codes

Email: lessardj@ashland.or.us

Mailing Address (if different from above)

Exhibit A

Grant Activities

1. Description

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including, but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

1. Prevent homelessness for 8,750 households statewide;
2. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
3. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

2. Grant Activities

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.
- B. Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including, but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the

obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

- C. Housing Focused** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status, or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.
- D. No Supplanting of Other Funds.** Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);

- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or
- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or

agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;

- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services, but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including, but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.

(i) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.

(ii) **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.

(iii) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.

- B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- C. Street outreach services, including housing navigation and placement services
- D. Sanitation services
- E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are

rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

- F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - ii. General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
 - iii. Board expenses (excluding meals);
 - iv. Planning and implementation of MAC group infrastructure
 - v. Organization-wide membership fees and dues specific to the Program;
 - vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program, but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient

shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- (3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- (5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.

- (6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.
- (7) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Oregon’s ALL IN: Regional Planning Template and Funding Request

OR-502 (Medford, Ashland/Jackson County CoC)

Contents:

- Overview
- Process
- Data Collection
- Community Analysis
- Goal Setting

Overview

The purpose of Oregon’s **All In initiative** is to increase state investments and strengthen the connection between state and local priorities in response to Oregon’s long-growing unsheltered homelessness crisis. On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon’s Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 **households** statewide this year.

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The Oregon Housing and Community Services Department will deliver \$130,000,000 in funding to seven of Oregon's Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

- - Phase 1: January–February**
 - Determine additional state funding opportunities for unsheltered homeless services
 - Establish and begin managing MAC (multi-agency coordination) teams
 - Phase 2: February–March**
 - Determine regional impact and needs
 - Gather community priorities
 - Project this year's progress and possibility
 - Set goals and milestones
 - Confirm draft regional plan
 - Phase 3: March–April**
 - Determine local capacity for approved plan
 - Identify outstanding support and resource needs
 - Develop local implementation plans
 - Phase 4: April–December**
 - Monitor systems improvement
- - Iterate on regional plan and strategies
 - Support continuous quality improvement

Phase 5: August–December

- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state’s funding process for homeless services under EO-23-02.

Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

- 1) Data Collection
- 2) Community Analysis
- 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an *.

Data Collection

- o Partners*
- o Population*
- o Services*

Community Analysis

- o Stakeholder Engagement
- o Data Review
- o Impact Analysis
- o Community Priorities
- o Unmet Needs

Goal Setting

- o Priority Strategies
- o Projections*
- o Confirm Goals
- o Milestones

Data Collection

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (*) throughout this template.

Partners

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and

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interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in early in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

Population

State partners have documented* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

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All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

Given the constraints of the timeline and the scope of the prescribed process, the Jackson County Continuum of Care primarily relied on input from direct service providers regarding capacity for service expansion, current unmet needs, and identified barriers to meeting needs and addressing the initial priorities defined by the All In initiative and the specific activities to which the funding is being targeted. The MAC group was also able to leverage data from recent CHIP, CHA, and CNA as well as groups including the Chronic Homeless Outreach Project and the Jackson County Homeless Task Force to inform priorities and planning. In addition, the CoC focused its efforts on providing a range of perspectives through the composition of the MAC Group's members, looking primarily to those organizations that provide direct services to homeless

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and at-risk populations, and ensuring that organizations that serve the most vulnerable subpopulations, including organizations serving the Latinx and Farmworker communities – which is Jackson County's largest minority population – had a seat at the table. These partners were included to assist the CoC in identifying how best to meet the three priorities set forth by the State, and to brainstorm additional local prioritized activities and possible pilot programs that have the potential to encourage greater regional coordination and develop resources to address unmet community needs while supporting successful outcomes at each stage of the continuum of housing.

- 2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

We recognize that unsheltered homelessness disproportionately impacts some populations and in Jackson County those populations include seniors and people with disabilities, families, and people of color. The data used to support this is largely qualitative and is represented by ongoing and increasing service needs. Code enforcement officers are reaching out to the CoC for support and funding to assist seniors at risk of becoming homeless through inability to maintain their housing. Migrant workers in the illegal marijuana fields are suffering great indignity and threat to their wellbeing and are not represented at all as they are too afraid to seek services or support. Families are struggling in doubled- and tripled-up situations or living in tents because of the absence of family-specific shelters that are safe and meet their specific needs. The Jackson County Homeless Task Force (JCHTF), a CoC Workgroup, is comprised of front-line staff, and those with lived experience, as well as administrative staff and community advocates. This group meets monthly to coordinate services, network, learn about new resources, and to identify emerging trends and changing demographics among the homeless population. The Jackson County Homeless Task Force has direct representation on the CoC board, and several of the CoC board members attend both meetings. The composition of the JCHTF and the consistency of their meetings allows greater opportunities for iterative discourse, as well as regular access and engagement across populations and organizational/regional boundaries. This rich community touchpoint provides the CoC board – and now the MAC group as well – with information about both current needs and emerging trends from a wide range of community groups.

Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?

1364

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

- a. Subpopulation 1: low/extremely low-income seniors and people with disabilities
- b. Subpopulation 2: families
- c. Subpopulation 3: people of color, primarily the Latino population and Farmworkers

5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

5%

6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

3%

7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?

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What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?

- a. Subpopulation 1: Rogue Valley Council of Governments, Senior and Disabled Services, ACCESS, Unite Oregon, St. Vincent dePaul, Rebuilding Together Rogue Valley, Hearts With a Mission, Living Opportunities, Compass House, Unete, APS, Rogue Retreat, Community Works
- b. Subpopulation 2: Maslow Project, Hearts With a Mission, Family Nurturing Center, ACCESS, Oasis Center of the Rogue Valley, Salvation Army, Rogue Retreat, Community Works
- c. Subpopulation 3: Unete, ACCESS, Coalicion Fortaleza, Northwest Season Workers Association, OHDC, Rogue Retreat, Community Works

8) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

- a. Subpopulation 1: Food/Nutrition Services, Rental Assistance, Utility Assistance, Weatherization Assistance, Age-in-Place services and home modifications, Social Supports, Social Security, Healthcare Services, SNAP
- b. Subpopulation 2: Rental Assistance, Utility Assistance, Food/Nutrition Services, Backpack food program for school-age kids, School-based supports, Counseling Services, ODHS Self-Sufficiency and Child Welfare, TANF, SNAP, Social Supports, Education, Employment Training, Transportation Assistance
- c. Subpopulation 3: Rental Assistance, Utility Assistance, Food/Nutrition Services, Social Supports, Education, Legal Assistance (Eviction Prevention and Immigration), Transportation Assistance, Employment Training

Part 3: Community Priorities

9) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

☒ Housing Affordability

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- ☒ Marketing materials
- ☒ Operating costs
- ☒ Other flexible forms of financial assistance
- ☒ Other renovations
- ☒ Peer support Services
- ☒ Planning and development
- ☒ Project management
- ☒ Repairing damages
- ☒ Room and board payments
- ☒ Security deposits
- ☒ Service coordination and integration
- ☐ Signing bonuses
- ☒ Staffing
- ☒ Transportation assistance
- ☒ Emergency Shelter Shortage
- ☒ Street Outreach Services
- ☒ Affordable Housing Landlord Engagement
- ☒ Substance Use Disorder Care and Services
- ☒ Mental Health Care and Services
- ☒ Rapid Rehousing Projects
- ☒ Service Providers – Organizational Capacity
- ☒ Service Providers – Staff/Salary
- ☒ Service Providers – Specific Expertise
- ☒ Medical Care
- ☒ Skilled Nursing Facility Care
- ☒ Nursing Home Shortage
- ☒ Manufactured Housing
- ☒ Housing Development
- ☒ Flexible System Funding/Costs
- ☒ Cleaning or maintenance (e.g., hoarding prevention)
- ☒ Housing-focused Case Management
- ☒ Housing problem-solving assistance
- ☒ Conflict mediation Services
- ☒ Housing Navigation Services
- ☒ Tenant-based rental assistance
- ☒ Project-based rental assistance
- ☒ Housing Choice Vouchers
- ☒ Targeted subsidies
- ☐ Rent buy-down
- ☒ Family reunification transportation assistance
- ☒ Flexible emergency funding
- ☒ Food security payments

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10) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, Other Renovations, Medical Care, Skilled Nursing Facility Care/Shortage, Service Coordination/Integration, Flexible forms of financial assistance, Mental Health Care/SUD Care, Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development
- Subpopulation 2: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development
- Subpopulation 3: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Legal Services (housing retention and immigration), Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development

11) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: Affordable Housing and Landlord Engagement
- Urgent and Critical: Housing Problem-solving assistance
- Time Sensitive and Very Important: TBRA/PBRA/HCV
- Not Time Sensitive but Very Important: Housing Focused Case Management
- Important: Operations Support

Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to prevent unsheltered homelessness

☒ Technical assistance and support to integrate **housing problem-solving into street outreach**.

☐ Offering **flexible housing-related funding for institution-involved families, youth, and single adults** who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

☐ Housing-focused case management

- ☐ Service coordination and integration
- ☐ Targeted subsidies
- ☐ Flexible emergency funding
- ☐ Room and board payments
- ☐ Transportation assistance
- ☐ Food security payments
- ☐ Other flexible forms of financial assistance

☒ Offering **flexible housing-related funding for older adults and people with disabilities** – including people with mental health conditions and/or substance use disorders –to reduce housing

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instability by providing access to housing-related home- and community-based services. Eligible activities include:

- ☐ Housing-focused case management
- ☐ Service coordination and integration
- ☐ Targeted subsidies
- ☐ Flexible emergency funding
- ☐ Room and board payments
- ☐ Transportation assistance
- ☐ Food security payments

☐ Other flexible forms of financial assistance

☐ **Expand or establish geographically robust street outreach efforts** that provide access to the full menu of services available in your community. Eligible activities include:

- ☐ Service coordination and integration
- ☐ Harm reduction training
- ☐ Peer support
- ☐ Housing problem-solving assistance
- ☐ Conflict mediation
- ☐ Family reunification transportation assistance

☒ **Funding encampment-specific prevention and shelter diversion to permanent housing or family reunification** (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- ☐ Housing-focused outreach
- ☐ Housing-focused case management
- ☐ Family reunification transportation assistance
- ☐ Housing problem-solving assistance
- ☐ Flexible emergency funding

Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

☐ **Technical assistance and support to re-evaluate current emergency shelter rules** that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

☒ **Expand non-congregate shelter** through acquisition and development through the following eligible activities:

- ☐ Acquisition of existing structure or vacant land
- ☐ Demolition costs
- ☐ Development hard costs
- ☐ Site improvements
- ☐ Related soft costs
- ☐ Replacement reserve

Expand emergency shelter bed capacity through the following eligible activities:

- ☐ Major rehabilitation
- ☐ Conversion
- ☐ Other renovation

Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

- ☒ Technical assistance and support to establish or strengthen your Continuum of Care region’s **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.
- ☒ Technical assistance and support to examine, revise or strengthen your Continuum of Care region’s **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

- ☒ **Technical assistance and support to analyze your Continuum of Care region’s funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.
- ☐ Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.
- ☐ Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy

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screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- ☐ Planning and development
- ☐ Marketing materials
- ☐ Holding fees
- ☐ Signing bonuses
- ☐ Security deposits
- ☐ Rent buy-down
- ☐ Repairing damages
- ☐ Cleaning or maintenance (e.g., hoarding prevention)

☐ Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- ☐ Staffing
- ☐ Admin
- ☐ Project management
- ☐ Fiscal Agent
- ☐ Tenant-based rental assistance
- ☐ Housing-focused case management
- ☐ Third-party inspection services

☐ Develop and implement a **master leasing program**. Eligible activities include:

- ☐ Staffing
- ☐ Admin
- ☐ Project management
- ☐ Fiscal Agent
- ☐ Project-based rental assistance
- ☐ Housing-focused case management
- ☐ Third-party inspection services
- ☐ Operating costs

Goals

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our CoC Region will add a minimum of 67 emergency shelter beds by this date: 1/10/2024.

Rapidly rehouse

Our CoC Region will rapidly rehouse 133 people experiencing unsheltered homelessness by this date: 1/10/2024.

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Milestones

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding, in partnership with OHCS and OEM.

Month	Progress Milestones	Systems Improvement Actions
March 2023	- March 10 – Community Planning documents submitted - Anticipate funding allocation - Contingency Planning - Implementation plan for MAC group evolution	- Ongoing MAC meetings to develop plan for ongoing work - Plan strategy/timing for expanding MAC participation - Respond to feedback from Community Planning documents - Discuss community HMIS capacity/needs/training
April	- Anticipate state funding contracts in place - Final project selection complete - Implement procurement approach - OHCS TA for HMIS	- Determine procurement approach - Broaden community engagement to address specific needs (eg. Landlord engagement) - Determine contract language - Set distribution/reporting requirements - Project tracking and amelioration discussion

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	• Program selection complete • Funds distribution plan complete • Project tracking plan in place • OHCS HMIS training initiated	• Project tracking strategy planning • Discuss collaborative plans for all RRH programs and develop guidelines • Discuss collaborative plans for street outreach teams • Discuss flexible funding strategies and access point for outreach teams
June	• Subcontractor procurement determined and in process • OHCS HMIS training completed • Publish RRH Program Guidelines	• Collaborative RRH and Street Outreach efforts in place • Programs are developed in HMIS in accordance with state guidance • Discuss collaborative plans around landlord engagement
July	• Subcontractor contracts in place • Funded programs are serving households • Programs entering data into HMIS • Encampment/Street Outreach efforts active	• Create landlord engagement package including policies and procedures; collaborate with stakeholders • Expand MAC to include behavioral health providers
August	• Emergency shelters expanding capacity • Site work for additional emergency shelter begins • Renovation of 20 new beds for medically fragile discharges/seniors/disabled • Homelessness Prevention – 50 HH • ReHousing – 25 HH	• MAC reviews HMIS data and program reporting • Determine changing needs/update plans as needed • Review collaborative strategies for RRH • Discuss opportunities to expand connections to behavioral and physical healthcare for participants

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	- Homeless Prevention – 75 HH - ReHousing – 25 HH - Emergency Shelter – 17 new beds - Siting/Infrastructure in place for 60 new non-congregate ES	- MAC reviews HMIS data and program reporting – determine need for updates/changes - Continue to engage behavioral and physical healthcare providers to improve access and support for participants
October	- Homeless Prevention – 80 HH - ReHousing – 30 HH - Open 60 new non-congregate Emergency Shelter Beds	MAC reviews HMIS data and program reporting – determine need for updates/changes
November	- Homeless Prevention – 80 HH - ReHousing – 30 HH - Renovation project complete	- MAC reviews HMIS data and program reporting – determine need for updates/changes - Discussion about All-In Program challenges and successes - Assess for next steps after 1/10/2024
December	- Homeless Prevention – 25 HH - ReHousing – 20 HH - New beds available for medically fragile discharges/seniors/disabled Discuss sustainability of new/expanded programs	- MAC reviews HMIS data and program reporting – determine need for updates/changes - Discussion about All-In Program challenges and successes - Plan for next steps after 1/10/2024

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Project Type	Units Available	Total Units	Avg. Cost Per Unit
<i>Emergency Shelter Beds – Adult Only</i>	6	148	3000
<i>Emergency Shelter Beds – Adults with Children</i>	52	32	3000
<i>Emergency Shelter Beds - Youth</i>	0	15	3000
<i>Transitional Housing</i>	22	41	7000
<i>Joint Transitional Housing/Rapid Rehousing</i>			
<i>Rapid Rehousing</i>	20		2500
<i>Permanent Supportive Housing</i>	45	191	350000
<i>Other Permanent Housing</i>	5	56	593
<i>Housing Choice Vouchers</i>	0	2500	5600
Service Type	Slots Available	Total Slots	Avg. Cost Per Service
<i>Outreach</i>	2300	2208	900
<i>Rental Assistance</i>	155	105	7500
<i>Case Management</i>	585	633	1500
<i>Landlord Engagement</i>		0	2000
<i>Housing Navigation</i>	465	1223	3500

Project Type	City	County	State	Federal	Private	Total
<i>Emergency Shelter Beds – Adult Only</i>	\$506,346.00		\$1,170,293.00	\$48,584.00	\$76,694.00	\$1,801,917.00
<i>Emergency Shelter Beds – Adults with Children</i>	\$155,833.00	\$32,895.00	\$232,466.00	\$367,068.00	\$274,382.00	\$1,062,644.00
<i>Emergency Shelter Beds - Youth</i>						\$0.00

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<i>Transitional Housing</i>	\$22,500.00	\$141,822.00	\$111,026.00	\$46,249.00	\$321,597.00
<i>Joint Transitional Housing/Rapid Rehousing</i>					\$0.00
<i>Rapid Rehousing</i>		\$167,296.00	\$109,556.00		\$276,852.00
<i>Permanent Supportive Housing</i>	\$1,001,000.00	\$172,500.00	\$25,310,115.00	\$15,015,000.00	\$50,582,615.00
		0	0	0	0
<i>Other Permanent Housing</i>	\$21,831.00	\$60,000.00	\$3,298,456.00		\$3,951,460.00
<i>Housing Choice Vouchers</i>			\$14,000,000.00		\$14,000,000.00
			0		0
<i>Service Type</i>					\$0.00
<i>Outreach</i>	\$161,333.00	\$92,905.00	\$1,538,183.11		\$3,059,298.43
<i>Rental Assistance</i>		\$2,981,025.59	\$1,081,309.28	\$1,500.00	\$4,063,834.87
<i>Case Management</i>	\$14,359.00	\$1,274,124.96	\$90,627.18	\$75,429.00	\$1,454,540.14
<i>Landlord Engagement</i>					\$0.00
<i>Housing Navigation</i>		\$144,913.00		\$256,427.00	\$401,340.00
<i>Total Investments</i>	\$1,883,202.00	\$358,300.00	\$45,954,924.57	\$15,745,681.00	\$80,976,098.44
		0	7	0	4

MASTER GRANT AGREEMENT 2021-2023

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. Disbursement of Grant Funds; Allowable Costs.

1.1 Disbursement

1.1.1 Funding Availability. Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

1.1.2 Implementation Report. OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

1.1.3 Notices of Allocation (NOAs). Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

1.1.4 Federal Funding Terms. Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

1.1.5 Backup Documentation; Substantiation.

1.1.5.1 Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

1.1.5.2 Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

1.1.5.3 Approval by OHCS. OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

1.2 Conditions Precedent to Disbursement. OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

1.2.1 OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

1.2.2 No default as described in Section 12 of this Exhibit B has occurred; and

1.2.3 Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

1.3 Advances and Reimbursement of Grant Funds.

1.3.1 Generally. Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

1.3.2 Advance of Funds (Projected). Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

1.3.3 Reimbursement of Funds. When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

1.4 Disallowance of Costs.

1.4.1 OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

1.4.2 If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.3 If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.4 Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

1.5 Unallowable Costs and Lobbying Activities. Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR

Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

1.6 No Duplicate Payments. Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a debt not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

1.7 Suspension of Funding and Project. OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

2. Nonexclusive Remedies Related to Funding.

2.1 Spending Down and Reallocation Policy. All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

2.1.1 Minimum Spending Targets:

At 25% through expenditure period, at least 10% of the funding must be spent

At 50% through expenditure period, at least 25% of the funding must be spent

At 75% through expenditure period, at least 65% of the funding must be spent

At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding source's total allocation or a combined total of \$100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

2.2 OHCS and Subgrantee Collaboration to Cure. When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

2.3 Subgrantee Board and Housing Stability Council Notification Protocols.

2.3.1 Board Notification. OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.

2.3.2 Housing Stability Council Notification. If all efforts to retain funding in Subgrantee's intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

2.4 Withholding, Retention, and Redistribution of Grant Funds.

2.4.1 Withholding. OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

2.4.2 Retention or Redistribution of Grant Funds.

2.4.2.1 Due to Non-Timely Use. If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.2.2 Due to Substantial Difference. If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

2.4.3 Repayment of Excess Disbursed Funds.

2.4.3.1 Due to Modified NOA. If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.2 Due to Overpayment. If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.3 Return of Unexpended Funds. Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

3. Rollover Funds From a Prior Grant Agreement.

3.1 Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" grant funds.

3.2 Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

4. Online Systems.

4.1 Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the "Sites") at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

4.2 Sites' Terms and Conditions. As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

4.3 Local Data Collection. Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

4.4 Data Rights. Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting for this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

4.5 Disclaimer of Warranties. Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

4.6 Limitation of Liability. Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

4.7 Indemnification. Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

5. Fixed Assets. If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

5.1 High Risk Items. Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

5.2 Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

5.3 Insurance. Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

5.4 Loaned Equipment / Property Disposition. All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

5.5 Disposal Requiring Prior Approval. When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

5.5.1 Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

6. Compliance and Monitoring.

6.1 Compliance.

6.1.1 Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

6.1.2 Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

6.1.3 Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

6.2 OHCS to Monitor Subgrantee.

6.2.1 OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

6.2.2 OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

6.2.3 OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

6.2.4 OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

6.2.5 OHCS may require Subgrantee to perform some level of random audit of Program applications.

6.2.6 OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

6.3 Subgrantee to Fully Cooperate. Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

6.4 Subgrantee to Monitor Its Subrecipients.

6.4.1 At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

6.4.2 Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

6.5 OHCS Findings and Reports.

6.5.1 Monitoring Visits; Reports. During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

6.5.2 Ongoing Monitoring. OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

7. Representations and Warranties.

7.1 Organization / Authority. Subgrantee represents and warrants that:

7.1.1 Subgrantee is duly organized and validly existing in the State of Oregon;

7.1.2 Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

7.1.3 This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

7.1.4 If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
7.1.5 There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

7.2 False Claims Act. Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

7.3 No Limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

8. Confidentiality.

8.1 Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

8.2 Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

9. Insurance Requirements. Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than \$500,000.00. In no event shall Automotive insurance coverage be less than \$500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers’ liability insurance coverage limits of not less than \$500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

10. Subgrantee Status and Certifications.

10.1 Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

10.2 Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee’s agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

10.3 Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

10.4 Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

10.5 Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

10.5.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

10.5.2 Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

10.5.3 Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 10.5.2 of this Exhibit B above;

10.5.4 Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

10.5.5 Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

11. Governing Law; Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

12. Default.

12.1 Subgrantee. Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

12.1.1 Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

12.1.2 Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

12.1.3 Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

12.1.4 A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

12.2 OHCS. OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

13. Remedies.

13.1 OHCS Remedies.

13.1.1 In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

13.1.2 Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

13.1.3 No Waiver. No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13.1.4 Survival. Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

13.2 Subgrantee Remedies. In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

14. Termination.

14.1 Mutual. This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 By OHCS. OHCS may terminate this Agreement as follows:

14.2.1 At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

14.2.2 Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

14.2.4 Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

14.3 By Subgrantee. Subgrantee may terminate this Agreement as follows:

14.3.1 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

14.3.2 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

14.3.3 Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

14.4 Cease Activities. Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

15. Miscellaneous.

15.1 Conflict of Interest.

15.1.1 Generally. By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement

and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

15.1.2 Conflict of Interest Policy and Reporting. A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

15.2 Nonappropriation. OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

15.3 Amendments.

15.3.1 OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

15.3.2 Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

15.3.3 All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

15.4 Notices. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

15.5 Required Notifications to OHCS. In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

15.6 Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

15.7 Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

15.8 Severability. The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

15.10 Indemnity. Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

15.11 Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

15.12 Compliance with Law. In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

15.13 No Third-Party Beneficiaries. OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

15.14 Assignment and Successors. Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

15.15 Contracts and Subgrants. Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

15.16 Time of the Essence. Time is of the essence in the performance of this Agreement.

15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

15.18 Records Maintenance and Access. Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

15.19 Audits.

15.19.1 OHCS Required Audits. As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

15.19.2 Federal Audits. If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

15.20 Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

15.21 Agreement Documents. This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

15.22 Merger. This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

15.23 Waiver. No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

15.24 Diversity, Equity, and Inclusion. OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

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MASTER GRANT AGREEMENT 2021-23

EXHIBIT C

SPECIAL PROVISIONS

1. Procurement.

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

a. **Contracts for Goods and Services.**

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law.
http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login.
2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:
 - a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.
 - b. Comply with Exhibit B, Section 5, Fixed Assets.

b. **Construction Contracts.**

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.
2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, <https://www.oregon.gov/ccb/Pages/index.aspx>

2. Wage Determinations.

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; www.wdol.gov; and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (PWRL) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

3. Emerging Small, Minority, Women-Owned Business Objectives.

It is an important business objective of OHCS to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. <https://oregon4biz.diversitysoftware.com/>

4. Subrecipient Agreements (Subawards).

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

- a. The services or benefits that the Subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).
- c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.
- d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

5. Subgrant or Contractual Determination.

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

a. Use of Judgment in Making Determination.

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

b. Applicability to For-profit Subrecipients.

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

c. Compliance Responsibility for Contractors.

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

6. Responsibility for Work.

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

7. Implementation Report(s) and Budget(s).

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

8. Maintenance of Programmatic Capacity and Non-Compliance.

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

9. Financial Integrity.

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

- a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.
- b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:
 1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.
 2. In payment of eligible activities or services performed under this Agreement.
 3. In payment of services performed or supplies delivered during the applicable Program Element period;
 4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and
 5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.
- c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.
- d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:
 1. An agreement that complies with the requirements of this Agreement.
 2. Documentation of the non-profit status of the subrecipient; and
 3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.
 4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.
- e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:
 1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.
 2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.
 3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.
- f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

10. Programmatic Integrity

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.

Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

11. Reporting

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.

FSRs (Financial Status Reports) are due to OHCS on the 20th of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

12. Eligibility Determination.

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

[The balance of this page is intentionally left blank.]

2021-2023 MASTER GRANT AGREEMENT
Exhibit F, Program Element, General Terms and Conditions

Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Assure that program funds are used only for program services consistent with program requirements.
- 2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 4) Serve only households whose eligibility has been determined in compliance with program requirements.
- 5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

City of Ashland Monthly Congregate Shelter Cost-CORRECTED

Melissa Markos <mmarkos@accesshelps.org>

Sat 2/17/2024 2:10 PM

To: Sabrina Cotta <sabrina.cotta@ashland.or.us>; Doug McGeary <doug.mcgeary@ashland.or.us>; Linda Reid <linda.reid@ashland.or.us>

Cc: Melanie Doshier <mdoshier@accesshelps.org>; Carrie Borgen <cborgen@accesshelps.org>; Anne Gesling <agesling@accesshelps.org>

[EXTERNAL SENDER]

Dear Sabrina,

In our haste to get this to you late Friday, the original email contained a few typos. They are corrected in the email below along additional clarifications. Our apologies for any inconvenience the original email caused.

Thank you,

Melissa Markos

Grants/Relationship Manager- COC OR-502 Lead

P: (458) 488-1216

www.accesshelps.org



Confidentiality Notice: This message is intended exclusively for the individual to whom it is addressed. This communication may contain information that is proprietary, privileged, or confidential or otherwise exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

Dear Sabrina,

I hope this email finds you well. Per your request, we conducted an analysis of the average operational and facility cost of a congregate nightly shelter in Jackson County. We have determined the average cost ranges from \$2,000 to \$3,000 per bed per month.

In the interest of aligning our efforts with other community investments, we have prepared a breakdown of the initial and proposed additional investment for the facility as well as the operational costs of a 30-bed shelter over a 10-year period. Please note that the operational costs include all services.

We used the 10-year period for this example because that is the amount of time it would take for the Ashland nightly shelter to compare with other Jackson County shelter monthly costs per bed. Also, the 10-year period is what was asked in the application and answered in the affirmative by the City of Ashland. This application was used by the rating and ranking committee to determine which community partners received funds through the Executive Order.

Please let me know if you need additional clarification or information.

Cost Breakdown

Initial Investment: \$1,158,200

Building Remodel Investment: \$1,800,000

Operational Period 10 years: \$8,400,000 (\$70,000 per month for 30 beds)

Total 10-year Investment: \$11,358,200

Per Bed/Per Month Cost: \$3,155

Please let us know if this 10-year commitment would work for the City of Ashland as soon as possible. Should you require any further information or clarification regarding these figures, please do not hesitate to reach out. We are committed to assisting you in your endeavors to enhance community services and support initiatives for those in need.

Thank you,

Melissa Markos

Grants/Relationship Manager- COC OR-502 Lead

P: (458) 488-1216

www.accesshelps.org



Opportunities for Housing, Resources and Assistance

Request For Funding

REQUEST SUMMARY: OHRA requests funds from the remaining SB 5511 funds originally intended for operating 2200 Ashland Street. The requested funds will be used for four projects/needs which, when implemented or met, will allow OHRA to expand services to unhoused people in Jackson County who would have been served at 2200 Ashland Street if that facility had continued to operate.

The request is for funds to:

1. Pay for repair of OHRA's Laundry and Shower Trailer (LST) and for the cost of operating the LST from April 1, 2024 to June 30, 2025.
2. Purchase and operate a second LST which will be ADA accessible thereby doubling OHRA's capacity to provide this service to unhoused people. OHRA's intent, if the city agrees, is to arrange for one or both LSTs to be placed at the 2200 Ashland Street site which housed the 2023-24 City of Ashland Winter Shelter.
3. Purchase three vehicles that are essential for OHRA to effectively operate at the level it has attained in the past three years. These vehicles are:
 - a. Two ADA accessible eleven-passenger vans that OHRA will use for transporting guests during emergencies as well as for meeting a variety of day-to-day needs.
 - b. A one-ton pickup truck (Chevrolet Silverado or equivalent).
4. Pay costs of providing 10 unhoused families with children housing at a motel and delivering housing-focused case management to move them into stable permanent living situations. The project period will be October 1, 2024 to June 30, 2025.

BACKGROUND: OHRA began in 2014 as a volunteer-run community-based organization to serve unhoused and other economically threatened residents of southern Jackson County. It steadily grew during its first five years then saw its size and scope explode in response to the COVID pandemic and the 2020 Alameda Fire. Between 2019 and 2023, the number of people OHRA served grew from 648 to more than 2,000 and its budget expanded from \$355,945 to \$4,073,208. In 2021 OHRA was awarded a Project Turnkey grant that allowed it to acquire the Ashland Super-8 Motel and to open the OHRA Center, the first Project Turnkey site to begin operations. The Center includes a walk-in resource center and a 50 room, low barrier non-congregate shelter. OHRA also operates a laundry/shower trailer which can be deployed at various locations. Currently it is deployed at the OHRA Center.

The OHRA Resource Center (ORC) is a comprehensive human service hub which, since 2014, has helped unhoused and other economically stressed residents move from crisis to stability. The Center's primary focus is housing. In its 10½ years history Center staff have prevented eviction of more than 1,420 households and rapidly rehoused more than 810 households. During the Emergency Order, OHRA was tasked with helping 37 unhoused families move off the street and into homes and assisting 96 families threatened with eviction to stay housed. Our team of resource navigators exceeded these targets. In 3½ months they housed 81 homeless families and prevented 103 families from being evicted. For the entire year of 2023, our team served over 1,500 households, housing 153 unhoused families and preventing eviction for 164.

Beyond this work, the ORC also provides access to a wide variety of resources including to computers and telephones. The Center's barrier reduction program provides funds for essential items including birth certificates and state identification. The ORC is staffed by 9 resource navigators who have extensive

knowledge of community resources and the skills to help guests work through their many psycho-social and logistic issues as they move toward sustainability.

With our navigation center model, we provide space for partners to serve guests in the OHRA Center. Most notable of these is La Clinica, a Federally Qualified Health Center which operates a medical/behavioral health/medication assisted treatment clinic in our building three days per week. Other partners on-site regularly include Lions Sight and Hearing, the Oregon Department of Human Services, VA Services, OHSU School of Nursing, Pathfinders, Key Bank, People's Bank, Options for Southern Oregon, ColumbiaCare, the Ashland Library Mobile Unit, St. Vincent de Paul's Mobile Dental Van, St. Vincent DePaul of Ashland and Medford and HOPE House. We also maintain relationships with more than 50 other partner organizations to whom we can refer.

OHRA, along with ACCESS, has been chosen by Jackson Care Connect to implement its housing benefit under the Oregon Health Plan's 1115 Waiver and has been awarded a \$292,500 grant to build its capacity for that purpose. This is just another example of OHRA's growing ability to serve the Jackson County Community.

The OHRA Emergency Shelter (OES) is a 50 room, low barrier, non-congregate shelter that provides the most vulnerable unhoused people with up to 6 months of safe shelter where they can work with a resource navigator to make the transition to permanent housing. Since the OES opened in April 2021, it has served more than 600 guests and helped more than 135 move into permanent housing.

The OHRA Laundry and Shower Trailer (LST) is a mobile unit with 2 showers and three washers/dryers. In addition to being the only place in southern Jackson County where unhoused people can access basic hygiene, the LST is OHRA's primary outreach site. The LST is staffed and operated by volunteers and an OHRA outreach navigator who is present to inform guests about OHRA's other programs and/or make referrals to OHRA partners. The LST also extends OHRA's commitment to providing comprehensive services through partnerships. On days of operation, we welcome the OHSU School of Nursing which operates a foot washing clinic, and real time telehealth appointments with providers from LaClinica. On days when the LST is operating, as many as 100 people come to the Center to access the many services available. OHRA operated the LST at the City of Ashland's Emergency Winter Shelter prior to the shelter's closure so the city could meet the grant's requirement to provide showers to people staying there.

The LST has the capacity to provide **20 showers per day**. It has provided more than 13,600 showers and more than 5,400 loads of laundry in its 10-year history.

JUSTIFICATION:

The explosion in demand since 2019 led OHRA to grow its service capacity, staff and administrative infrastructure. Our capital assets need to grow as well. This proposal addresses three pressing needs while also giving us the ability to increase the number of shelter beds in Ashland and help fill the gap left by the closure of the 2200 Ashland Street shelter. The Projects/Needs for which we request funds are:

1. LST Repair and Operation: The current version of the LST has been in continuous service for more than five years and recently its water heaters, washers and dryers became inoperable as a result of this long-term wear and tear. The LST offers a vital service supporting the health and wellbeing of unhoused people. It is also a critical location for OHRA to connect with unserved or underserved people. In particular we anticipate it being a key location for OHRA navigators to identify and assist families with minor children in accessing the Emergency Shelter for Families program described below.

Once the LST is back in operation, OHRA will incur an operating annual cost of more than \$96,000. Both the cost of repairs and the costs for staffing and operating the LST must be paid from OHRA's general fund. OHRA's request for retroactive funding (April 1, 2024-September 30, 2024) will allow OHRA to recover costs that we originally anticipated being paid by Emergency Order funds to provide services at the 2200 Ashland St. project which was terminated on April 1, 2024.

Funding this request will bring the LST back in service and place it on a secure financial footing for the next year.

2. Purchase and Operate a Second LST: Our current LST can provide 20 showers per day but frequently as many as 100 people come to the Center on Shower Days and many do not have an opportunity to use it. Also, the current LST is not wheelchair accessible.

With the new, accessible LST we will be able to deploy our hygiene and other services anywhere in Jackson County. By working with our numerous partners in health, social services and other fields we have the potential to create a mobile services nexus in remote locations, a critically important capacity in this rural county. OHRA's current practice is to use the LST as an outreach site staffed by navigators and partner organizations as well as the shower and laundry volunteers. In this way we attract people seeking the immediate service of a shower and clean clothes and offer them access to services they may not have considered at the time they came.

In an emergency we envision the LST serving people who have been displaced from their homes where they will find other services they may need such as food and clothing, disaster relief and the other health and social services we currently offer. This is a proven model for OHRA as we discovered after the 2020 Alameda Fire and during the pandemic.

Funding this request will double our capacity to provide the laundry and shower service and will give us another point of outreach to underserved people. It will give us the capacity to deploy the service to other locations in the county and will also give OHRA an additional resource for serving the community in an emergency.

OHRA's intent, if the city agrees, is to arrange for one or both LSTs to be placed at the 2200 Ashland Street site which housed the 2023-24 City of Ashland Winter Shelter.

3. Vehicle Purchase: In past years OHRA was gifted two used passenger vehicles. Each is now more than 20 years old and both are inoperable due to their age. In the case of an emergency such as the 2020 Alameda Fire or, the September 4, 2024 fire when OHRA was placed in a Level 2 Evacuation alert, we have interim plans to transport guests in staff and volunteers' vehicles until such time as we acquire funds to purchase passenger vehicles.

On a day-to-day basis OHRA staff are increasingly taking our outreach services to remote locations. The Emergency Shelter for Families project described below will require OHRA staff visiting guests at the motel. The shelter staff is finding an almost daily need to transport supplies to the facility or items to be placed in an off-site storage unit. We are in the initial stage of adding a commercial kitchen to the Center which will provide meals for shelter guests. When the kitchen comes online in early 2025 there will be an almost daily need to transport food and supplies. We also are finding that an increasing number

of shelter guests are elderly and/or have disabling conditions and require transportation assistance to medical appointments or other services.

Finally, our only means for moving the LST is to rent a vehicle to pull it. This is a costly and logistically inconvenient solution that inhibits our ability to deploy the LST to serve unhoused people or to assist in an emergency. One such incident occurred on September 4, 2024 when ACCESS asked if we could provide the LST to Shady Cove after that community lost its water supply. Ironically both the recent fire and the ACCESS request came on the same day that the Department of Human Services denied our Resiliency Hubs application for funds to buy another LST and an ADA accessible passenger van.

We are requesting funds to purchase a one-ton pickup truck and two ADA Accessible 11-passenger vans giving us the ability to transport up to 22 guests at a time. The pickup truck will be the primary vehicle used to tow the LST's and will be used daily to transport materials associated with Center operations. The vans will have the towing capacity so that they can move the LSTs if needed but will have the primary function of transporting guests, especially in the case of evacuation.

Funding this request will help OHRA meet a great and growing need in our daily operations. It will give OHRA an essential resource for keeping our guests safe during an emergency evacuation and will provide us a resource to expand our outreach and extend our services into the region.

4. Emergency Shelter for Families: The 2200 Ashland Street shelter was originally opened to help meet the goal of increasing Jackson County shelter beds. This project will bring back a portion of the shelter bed capacity that has was lost when the City of Ashland closed the facility. The project we propose here will also help meet a critical unmet need for shelter and services for unhoused families with minor children. Mary Ferrell from Maslow Project reports that her organization has identified over 100 unhoused youth in the city of Ashland. The OHRA Emergency Shelter is a low-barrier facility and, therefore, does not house minors.

Funding this request will allow OHRA to expand the number of shelter beds in Jackson County and will give at least 10 unhoused families with minor children a safe place to live as they access housing-focused case management, assistance making housing stabilization plans and other resources to become permanently housed.



Council Business Meeting

Date: November 19, 2024

Agenda Item	SOHFA Storage Proposal
From	Sabrina Cotta
Contact	sabrina.cotta@ashland.or.us

SUMMARY

Southern Oregon Housing for All (SOHFA) has put forth a proposal to provide temporary storage services of belongings for un-housed neighbors at the Dusk to Dawn site.

POLICIES, PLANS & GOALS SUPPORTED

Belonging through mutual respect and openness, inclusion and equity.

BACKGROUND AND ADDITIONAL INFORMATION

SOHFA has approached the City with a request to provide storage of belongings for un-housed individuals. They propose that they will operate the storage program by providing daily hours morning and night for belonging drop off and return. SOHFA will be responsible for running the storage program. SOHFA's goal is to relieve the burden of hauling items around during the day when individuals are seeking services, as well as work to resolve the problem of the accumulation of excessive materials at the Dusk to Dawn camping site. The City proposes piloting the program for six months (tentatively December through May), allowing for storage for 15 individuals. There is an outstanding issue regarding insuring this operation that will be resolved prior to moving forward. The pilot will be used to demonstrate if there are unexpected impacts that must be resolved, such as additional burden on City staff with demand for access to belongings outside the operations window staffed by SOHFA. SOHFA will be responsible for carrying the insurance for the operation, operating the storage unit and working with City staff in resolving any issues that may arise.

FISCAL IMPACTS

The fiscal impacts include purchasing storage totes, trash cans and shelving units with an estimated cost of \$1000. The City owns a pallet shelter that can be placed at the site. Staff time will be used to procure storage materials and place the pallet house at the location. Homeless funds will be used to procure the needed items.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff is looking for Council support to pilot this program and utilize City resources and staff time to stand the program up.

REFERENCES & ATTACHMENTS

1. sohfa check in center proposal (2) (002)



SOUTHERN OREGON HOUSING FOR ALL

PROJECT



PROPOSAL

TEMPORARY BELONGINGS STORAGE FOR UNHOUSED NEIGHBORS

PRESENTED TO

Mayor Tonya Graham

Sabrina Cotta, City Manager

Chief Tighe O'Meara

SEPTEMBER 10, 2024

ASHLAND, OREGON

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AGENDA



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Successful Examples	07



WE HELP PEOPLE SUCCEED



by providing them
with a safe, secure
and reliable place to
store essential
belongings.



WHO ARE WE?

Southern Oregon Housing for All (SOHFA) is a coalition of tenants and community advocates who work to ensure that everyone has a place to call home. This particular project is focused on providing temporary belongings storage for our unhoused neighbors.

729

Online
Community
Supporters

17

Active
Volunteers

1

Years in
Service

2

Successful
Initiatives



WHY?

DAILY SERVICE OF COFFEE AND BREAKFAST IN THE MORNING FOR THE INDIVIDUALS SLEEPING ON THE NIGHT LAWN HAS MADE ONE THING VERY CLEAR: HAVING ANYTHING NEARING A PRODUCTIVE DAY IS DIFFICULT WHILE TETHERED TO YOUR BELONGINGS 24/7.



Providing secure storage for the unhoused addresses several critical needs, from protecting personal belongings to enhancing mobility and access to services. It supports the dignity, safety, and well-being of individuals experiencing homelessness, while also benefiting the broader community by reducing street clutter and improving public spaces. Despite challenges, secure storage is an essential service that can significantly improve the lives of those without permanent housing.



80%

Approximate percentage of unhoused experiencing chronic disability



30

Approximate number of individuals served by the night lawn



6-8 months

Average time needed to replace lost or stolen vital documents

WHERE?



Proposed Locations:

- THE GROVE COMMUNITY CENTER
- A CHURCH IN ASHLAND
- 2200 ASHLAND STREET
- 1175 E. MAIN STREET



NEEDS



30 STORAGE BINS WITH LIDS
(27 GALLON HDX TOUGH
STORAGE TOTE)
\$10/EACH @ HOME DEPOT



HEAVY DUTY
SHELVING
6 UNITS
\$199 EA@ ACE



AT LEAST 2 PALLET HOUSES
8'X8' EACH



32 GAL. TRASH CAN
AND BAGS FOR
DISCARDED ITEMS,
ONE FOR EACH
PALLET HOUSE
\$40/EA @ACE

OPERATION



We aim to create a safe, secure, and supportive environment for individuals seeking storage for their belongings and temporary resources. Our goal is not only to provide assistance for our unhoused neighbors but also to establish lasting connections and support each person on their journey towards the next phase.

Proposed Operating Hours

Summer: Daily 7-8am, 7-8pm

Winter: Daily 8-9am, 4-5pm

Guests take turns accessing their bins in the evening to put away items they use during the day, such as clothing, important papers and medications, and to take out what they need for the night, such as their tent and sleeping bag. In the morning with assistance from a Storage Aide, guests can again access their bins to pack their night belongings and take out whatever they need for the day.

This service literally “lightens the load” for people who, despite their illnesses and disabilities, currently must carry everything they own as they travel the length of Ashland on foot to obtain the supplies and services they need to improve or at least maintain their lives, from applying for jobs online at the library to taking a shower, laundering their clothes, and getting information about resources at OHRA on the opposite end of town.

A coordinated effort by law enforcement, city officials, care organizations and citizens to solve homelessness can involve a multi-faceted approach that addresses both immediate needs and long-term solutions.



Law enforcement can focus on compassionate outreach, connecting unhoused individuals with services rather than penalizing them. City officials and care organizations can work on expanding affordable housing, mental health services, and job training programs, while citizens can contribute through advocacy, volunteering, and supporting local initiatives. Together, these groups collaborate to create a community-wide response that not only provides temporary relief but also aims to address the root causes of homelessness, fostering long-term stability.

Law Enforcement

- Compassionate outreach
- Connecting unhoused individuals with services rather than penalizing them



City Leadership

- Expand affordable housing
- Promote a climate of care and coordination



Citizens

- Advocacy
- Volunteering
- Support local initiatives



Care Organizations

- Create affordable housing
- Expand mental health services
- Build job training and support programs

Cities nationwide have adopted this essential service to establish a crucial link with their homeless communities. By maintaining a regular presence and offering practical assistance, connections have been formed, individuals have been linked to resources, and, in certain instances, past participants have returned to offer their support.



The late Robert Morse, aka “Santa Bob”, received and graciously offered help at the check in center

Going on 13 years, the check in center at the Crossing Church in Costa Mesa CA has been a steady presence for the community. The staff has also worked hard to build and maintain relationships with local law enforcement and city officials for a cohesive approach to helping some of their most vulnerable neighbors.

Storage Connect Center in San Diego, Ca



FOX 5 SAN DIEGO

Initiated in 2019 by Mayor Faulconer, sponsored by the City of San Diego and operated by nonprofit Mental Health Systems.

Serves nearly 2,000, providing a safe place for individuals to keep their belongings as they attend to their personal needs, which may include working on housing options, looking for work, attending classes, meeting with service providers, seeking medical care, or other activities such as accessing cleaning or washing facilities



SOHFA

THANK YOU



We value your dedication to collaborating on this simple yet impactful service that will bring immediate benefits to our homeless neighbors and the community as a whole.



CITY MANAGER'S OFFICE:

- The deadline to nominate someone for **the Ragland Volunteer Spirit Award is November 21 at 5 p.m.** – This award recognizes the contribution of public sectors volunteers. Nominate today at ashlandoregon.gov/AnnualAwards.
- **City Hall is now open to the public one day per week** – On November 7, City Hall launched a pilot program, opening its doors every Thursday from 8:30 to 10 a.m. (excluding holidays). This is a great opportunity for residents to stop by and have a direct conversation with the City Manager.
- The **"BETTER TOGETHER: Work of the City"** OLLI presentations have wrapped up. The presentations were well received and dubbed by participants as, "Civics 101!" Presentations can be viewed at ashlandoregon.gov/OLLI.
- Results from the **November 5 Election** are as follows:
 - Welcome **new City Councilor Douglas Knauer**, and **new Parks Commissioners Mike Gardiner and Daniel Weiner**.
 - Measure 15-232 – **Open Seat Election** --- Passed with 81.12% of the vote
 - Measure 15-233 – **Municipal Judge as an Appointed Position** --- Did not pass with 65.88% of Ashland voting to keep the Judge position an elected one.
 - Measure 15-234 – **Ashland Resolution 2024-05 Authority to Issue Water Revenue Bonds** --- Passed with 73.18% of the vote.

More information at ashlandoregon.gov/Elections.

- **The pilot program for portable business signs launched on November 15!** The City has heard positive feedback from the business community, with 11 businesses providing feedback on sign design and placement. This program will allow businesses to place a sandwich board, banner or similar portable sign in front of their business during business hours. Participation will require sign-up with the City -- keep an eye on our website to sign up online.
- Staff is working to streamline the **Public Records Request process with new software** that will better track records requests and ensure compliance with state law and records policy.
- The **November 2024 City Newsletter** is available at ashlandoregon.gov/CityNewsletters.
- **Ryan Mulkins** has been appointed Municipal Judge.
- Mark your calendar for the annual **Town Hall gathering on January 22** at the Rogue River Room in the Stevenson Union at Southern Oregon University.
- Staff from **Emergency Management, Planning, and Police** attended a training session for local **drone pilots to build capacity for using drones in emergency response efforts, particularly for fire and police operations**. The training also covered mitigation strategies for land and building development and emphasized the importance of interagency coordination.



CITY MANAGER'S OFFICE:

- On November 5, our Emergency Management Coordinator, **Kelly Burns**, offered **a tabletop exercise for the Ashland YMCA staff to test their new Evacuation Plan**. This is the first plan developed locally.



YMCA tabletop exercise for their new Evacuation Plan

- Kelly** also coordinated with Jackson County Elections Officers and County Emergency Managers to **prepare for and monitor for possible elections related incidents**. No local incidents occurred.

FINANCE:

- Finance is working toward **moving all Finance Divisions into one single location at 2245 YMCA Way**.
- Applications for our Utility Assistance program are now available**. More information at ashlandoregon.gov/UtilityAssistance.
- Bond Counsel is preparing the documentation to finalize the RESP (Rural Energy Savings Program) Loan Agreements** with the USDA.
- The **Annual Audit is underway**.
- Applications are being accepted **to serve on the Citizens' Budget Committee**.
- Finance and Public Works will **proceed with the EPA financing of the Water Treatment Plan** after the passage of Measure 15-234.



City Manager's Report

FIRE:

- **The Fire Season has officially ended.** Open burning is allowed ONLY with a burn permit from Ashland Fire & Rescue. Information at ashlandoregon.gov/FireSeasonInfo.

HUMAN RESOURCES:

- **Recruitment for the City Attorney** is moving forward and will go live soon!

INNOVATION & TECHNOLOGY:

- Water Distribution (Public Works), in collaboration with GIS, submitted our completed lead service line inventory to OHA-Drinking Water Services on October 10, 2024. The Lead and Copper Rule Revisions, adopted by the EPA (Environmental Protection Agency) in 2021, require all public water systems to inventory and submit the service line material type for both the public and private sides of the meter by October 16, 2024. This project took over two years and involved 17 staff members to complete. Service material type was determined at 9,525 locations, and no lead service lines were detected.
- AFN (Ashland Fiber Network) is exploring options for updating their billing method/software.

PARKS & RECREATION:

- **Ashland Senior Center was honored with a Certificate of Appreciation from the AARP Driver Safety Program.** The Center hosts the AARP Driver Safety class once a quarter, and recently became the first and (so far) only host site in Oregon to start using the SDCOR (Smart Driver Classroom Online Registration) program that facilitates the online registration and payment for class participants, management of the class roster and providing notifications to participants.
- **New Public Bathroom schedule** – Restrooms will be opened at 8 a.m. and closed at 5 p.m. until the return of daylight-saving time. This is due to staffing limitations, safety and asset preservation. We will review this in the spring to determine effectiveness and peak season capacity.
- Eight staff from the Parks and Recreation Department attended the 2024 Oregon Recreation and Parks Association (ORPA) Conference in Sunriver. At the conference, the ORPA DEI Committee received the President's Award. Recreation Manager **Lonny Flora** and Senior Services Superintendent **Natalie Mettler** are members of the ORPA DEI Committee.

POLICE:

- The Police Department welcomed new officer, **Ryan Kloeck**, November 19!





City Manager's Report

PUBLIC WORKS:

- Information about the **Management Advisory Committee for the Community Center, including a virtual tour of the Center** is now available at ashlandoregon.gov/CommunityCenter.

WHAT'S COMING UP?

- **The Ashland Rotary Centennial Ice Rink** will open for the season on **November 23**. Watch for the Gala Community event, **FIRST FROST**, on **December 21**. Information and schedule at ashlandoregon.gov/IceRink.
- **Got Leaves?** Ashland Recology is offering a FREE leaf composting event on **November 24 and/or December 8**. Information at recology.com/recology-ashland.
- **Thanksgiving Pie for Seniors and their Families** at Ashland Senior Center on **November 25**. Information at AshlandSeniorServices.org.
- The **Festival of Light** will kick off on **November 29** with the holiday parade at 5 p.m. More at ashlandchamber.com.
- **Holiday Party for Seniors and their Families** at Ashland Senior Center on **December 20** – Information at AshlandSeniorServices.org.

We hope everyone had a spooktacular Halloween! To keep the festive spirit going, we wanted to share some fun photos of our staff who got into the Halloween spirit with their costumes!



Kara King, Meter Reader



City Manager's Report



Jamie Blankenship; GIS Technician – Robert Halbritter; Facilities, Cemetery and Custodial Supervisor



Cathy Crocker, Office Assistant 2 for Public Works