

# Council Business Meeting

February 18, 2020

|                    |  |  |
|--------------------|--|--|
| <b>Agenda Item</b> | Approval of a Ground Lease Agreement with the Land Manatee Foundation  |  |
| <b>From</b>        | Paula Brown, P.E.<br>Michael Morrison  | Public Works Director<br>Public Works Superintendent |
| <b>Contact</b>     | <a href="mailto:paula.brown@ashland.or.us">paula.brown@ashland.or.us</a> ; (541) 552-2411<br><a href="mailto:michael.morrison@ashland.or.us">michael.morrison@ashland.or.us</a> ; (541) 552-2325 |  |

## **SUMMARY**

Before Council is a ground lease agreement with the Land Manatee Foundation within a portion of the City’s property commonly known as the Imperatrice Property. This lease is specifically available for approximately 265 pastoral irrigatable acres below the TID canal on two tax lots (38 1E 32 TL 200 and 38 1E 33 TL 200) and may be available for an additional approximately 224 acres of dry pasture to the north of the TID canal within the remainder of 38 1E 33 TL 200 if appropriate fencing is provided along the canal to the satisfaction of the City in consultation with TID.

This lease agreement is the outcome of a publicly advertised formal Request for Proposals (RFP) (see Attachment 2). The Land Manatee Foundation was selected as the most qualified among two proposers. The Land Manatee Foundation will use the Premises to operate a restorative and regenerative ranch for cattle and horses according to their proposal as described in Exhibit B of the lease (Attachment 1).

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals (supported by this project):

- Continue to leverage resources to develop and/or enhance Value Services  
Address Climate Change

CEAP Goals:

1. Reduce Ashland’s contribution to global carbon pollution by reducing greenhouse gas emissions associated with City, residential, commercial, and industrial activities.
2. Prepare the city’s communities, systems, and resources to be more resilient to climate change impacts.

Strategic Initiatives:

- Maximize conservation of water and energy.
- Support climate-friendly land use and management.

Department Goals:

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

## **BACKGROUND AND ADDITIONAL INFORMATION**

Staff advertised the RFP for the Beneficial Use and Lease of the City’s “Imperatrice” Property on November 22, 2019, on the City’s website. A non-mandatory meeting of interested proposers was held on November 28, 2019. Two proposals were received on December 13, 2019. Four city staff members independently graded each proposal with the criteria developed for the RFP. The Land Manatee Foundation was the highest ranked proposer. Staff subsequently sent a letter of intent to negotiate with The Land Manatee Foundation on January

14, 2020 to both proposers. Staff and the legal department have developed a lease agreeable to both parties. That lease is presented here for Council approval. If approved, staff anticipated the Land Manatee Foundation to begin use on the property in February 2020. The initial term of the lease is for two years with the option of up to three successive terms of one year each (a total of up to five years).

The Land Manatee Foundation will pay all costs associated with the entirety of property plus \$1.00. Fees associated with the property were \$8,558.87 in 2019.

**FISCAL IMPACTS**

The City will benefit from this lease in that all associated costs to the City for the Imperatrice property will be borne by the Land Manatee Foundation. There will be minimal staff time associated with managing the lease.

**STAFF RECOMMENDATION**

Staff recommends Council move approval of the ground lease agreement with the Land Manatee Foundation to operate a restorative and regenerative ranch for cattle and horses.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

Council has the option to approve this lease or refer back to staff. Potential motions include:

1. I move approval of the ground lease agreement with the Land Manatee Foundation.
2. I move to direct staff to reconsider a new solicitation the ground lease agreement on the Imperatrice property.
3. I move to direct staff to forgo the ground lease agreement on the Imperatrice property.

**REFERENCES & ATTACHMENTS**

Attachment 1: Ground Lease Agreement with the Land Manatee Foundation; including:

Exhibit A - Property Description

Exhibit B - Land Manatee Foundation proposal

Attachment 2: Request for Proposals - Beneficial Use and Lease of the City’s “Imperatrice” Property

**CITY OF ASHLAND**  
**GROUND LEASE AGREEMENT FOR RANCHING AND SUSTAINABLE FARMING**

THIS AGREEMENT ("Lease") is entered into between the CITY OF ASHLAND, OREGON ("City"), and Land Manatee Foundation (LMF), ("Lessee").

**RECITALS**

- A. City owns property commonly known as the Imperatrice Property. The portion of the Property which is the subject of this Lease is described below and in attached Exhibit A and is hereinafter referenced as "the Premises".
- B. Lessee desires to lease the Premises for purposes of operating a restorative and regenerative ranch for cattle and horses in accordance with Lessee's proposal in response to the City's Request for Proposal (RFP) Project 2019-29, Beneficial Use and Lease of the City's "Imperatrice" Property. Lessee's proposal is attached as Exhibit B, and its provisions are fully incorporated herein as enforceable terms of this Lease.
- C. City desires to lease the Premises described in Exhibit A to Lessee under the circumstances set forth in this Lease.

**AGREEMENTS**

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Lease, the parties agree as follows:

1. **Description** of Leased Property. The Premises subject to this Lease and described in Exhibit A comprise approximately 265 pastoral irrigatable acres and are encumbered by numerous easements and title exceptions as shown in the RFP attached as part of Exhibit B. Lessee will use Premises to operate a restorative and regenerative ranch for cattle and horses according to Lessee's proposal in Exhibit B. The Premises are further limited in their use by Lessee as follows:
    - 38 1E 32 – TL 100 (3.17 acres: access only)
    - 38 1E 32 – TL 200 (65.88 acres: this tax lot is to the south and west of the Talent Irrigation District (TID) canal) – in total
    - 38 1E 33 – TL 200 (total tax lot is 406.86 acres: lease includes approximately 200 acres south of TID canal) – the entire lot may be used with appropriate fencing along the TID canal approved by the City in consultation with TID.
  - 1.1 Access: City provides access across the southern line of the following City owned tax lots for the purposes of moving livestock from the adjacent property to the Premises: 381E28 TL 500, 381E28 TL 600 and 381E27 TL 100.
    - 1.1.1 City understands that Lessee has rights to trespass on the adjacent property 381E34 TL 100. However, should disputes arise, the City will not substantiate or have any interest in such disputes.
2. **Term.** The original term of this Lease shall be for 2 years, commencing on February 15, 2020 and ending on February 14, 2022.

- 2.1. Option to Renew. Lessee shall have the option to renew this lease for up to 3 successive terms of one year each, as follows:
  - 2.1.1. Each renewal term shall commence on the day following expiration of the preceding term.
  - 2.1.2. The option shall be deemed exercised by Lessee, unless Lessee gives City written notice not less than 180 days prior to the last day of the expiring term stating that the option will not be exercised. The giving of such notice shall be sufficient to terminate the Lease at the end of the expiring term without further act of the parties.
  - 2.1.3. The terms and conditions of the Lease for each renewal term shall be identical with the original term, except for the number of renewal options then remaining.
- 2.2. Terminate. Either party may terminate this lease at any time upon 30 days prior written notice to the other party.

### 3. **Lease Fees.**

- 3.1. Rent. Lessee agrees to pay to City rent in the amount of \$1.00 per year plus quarterly reimbursement for all City-incurred fees and assessments associated with the Premises, as described in 3.2. The City will deliver a quarterly rent bill to Lessee at the beginning of the quarter. Lessee agrees to promptly pay the City the full amount shown in each quarterly rent bill.
  - 3.2. City-Incurred Fees. The City will pay the following fees and assessments, plus any mandated subsequent increases, with the understanding that Lessee will fully reimburse these payments, as prescribed in 3.1 and 3.3.
    - 3.2.1. Talent Irrigation District (TID) Annual Assessment (2019 assessment was \$9,711.4);
    - 3.2.2. Oregon Department of Forestry Fire Protection Fee (2019 assessment was \$1,787.92); and
    - 3.2.3. Jackson County Property Tax (2019 assessment was \$897.35).
    - 3.2.4. City will provide notice of cost increases from said agencies as those charges are paid (typically by the October quarterly lease/rent fee).
    - 3.2.5. For planning purposes, total incurred 2019 costs were **\$12,396.67**; so quarterly payments would be **\$3,099.17** plus \$1.00.
  - 3.3. Rent Due Dates. Rent shall be due quarterly at the beginning of the quarter on January 1; April 1; July 1; and October 1; and become past due ten days past the due date. Interest on past due rent shall be 1.5% per month. The first quarterly payment will be prorated based upon the final agreement date.
  - 3.4. Security Deposit. [Not Applicable].
4. **Maintenance**. Lessee shall keep and maintain the Premises and all improvements in good and substantial repair and condition, including the exterior condition of improvements.
- 4.1. Repairs. Lessee shall make all necessary repairs and alterations and shall maintain the Premises and all improvements in compliance with all applicable building and zoning laws and all other laws, ordinances, orders and published requirements of public agencies.
  - 4.2. Maintain. Lessee shall keep and maintain all fences which are currently upon the Premises or which may be erected while the Lease is in effect, in a visually appropriate manner, and in good condition and repair to effectively serve their purposes.
  - 4.3. Free from debris. Lessee shall provide proper containers for trash and garbage and shall keep the Premises free and clear of weeds, rubbish, debris, and litter at all times.
  - 4.4. Inspections. City shall have the right to conduct reasonable inspections and investigations of the Premises and the operations conducted on the Premises at any time, and from time to time with reasonable advance notice, and Lessee shall cooperate fully with City during such inspections and investigations.

4.4.1 Lessee shall make arrangements for an annual site visit in coordination with the City and TID ditch rider to ensure Lessee is maintaining appropriate TID canal conditions.

5. **Alterations.** Lessee shall have the right to erect, maintain, and alter such facilities as fencing and irrigation systems upon the Premises provided such facilities conform to the applicable requirements of all federal, state, and local laws. Prior to construction of such facilities or improvements on the Premises, the detailed plans for them must have been reviewed and approved in writing by the City, which approval shall not be unreasonably withheld. Absent such approvals or any necessary land use approvals, all use of the Premises must cease immediately. Lessee shall be solely responsible for all material and labor costs of any alteration of the Premises.
6. **Land Use Approvals Required.** This Lease is not a land use approval. Lessee is not the City's agent, and City is not the Lessee's agent for purposes of any contracts or commitments made by either party. Lessee acknowledges and agrees that future preliminary and/or final approvals, including plans, plan amendments, plan modifications, civil plans (construction plan approvals), construction permits and building permits are subject to compliance with all applicable approved plans, approval conditions and applicable land development regulations in effect at the time the approvals are sought. No rights to obtain preliminary and/or final approvals, including plans, plan amendments, plan modifications, or building permits, nor any other rights to develop and/or construct on Premises have been granted or implied simply by the City's approval of this Lease. Lessee must fully comply with all approved plans, approval conditions and applicable laws in effect at the time the final approvals are sought. Lessee, or its successors and assigns, may not attempt to force, coerce or intimidate the City to approve final plans or grant other construction authorizations, including building permits, by asserting that the City has committed to such approvals for construction on any parcel within the Premises based on the theory of vested rights, equitable estoppel, or any other legal theory based on the City's approval of this Lease or any associated agreement. This Lease does not grant Lessee the right to move or construct anything on any parcel other than the Premises. City approval of final plans and/or construction orders requires strict compliance with applicable planning procedures, approval conditions and the applicable criterion for approval.
7. **Ownership and Removal of Alterations.** Upon completion of any construction and final structural inspection thereof, Lessee improvements included in any planning action, including any further improvements to the Premises approved by any other authority, shall become and remain property of Lessee. Lessee shall remove any such improvements before termination of the Lease. Lessee shall at all times be and remain the honorable fixtures, trade fixtures and personal property brought on the Premises and shall have the right to remove all such items at the end of the term of this Lease.
8. **Rights Reserved to the City.** The City reserves the following rights:
- 8.1. Improve Premises. The right to develop or improve the Premises without interference or hindrance of the Lessee.
- 8.2. Maintain Premises. The right, but not the obligation, to maintain and keep the Premises in good repair, together with the right to direct and control all activities of Lessee not in conformance with the Lease.
- 8.3. Protect Premises. The right to take any action considered necessary to protect the Premises from waste or nuisance, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Premises which, in the opinion of the City, would limit the usefulness of the Premises or constitute a hazard.

8.4. Temporary Closures. The right to temporarily close or to restrict the use of the Premises or any of the facilities for maintenance, improvement, or for the safety of the public. Lessee is entitled to full abatement of rent during such temporary closures.

9. **Non-appropriations; No Agency**. The City and Lessee are entering into this Lease voluntarily in the spirit of cooperation and coordination to facilitate Lessee's desire to lease the Premises for purposes set forth in Exhibit B. However, nothing in this Lease makes the City responsible for the contracts or commitments of Lessee regarding development to achieve Lessee's desired outcome. Lessee is not subject to public contracting rules and regulations, and nothing herein makes Lessee subject to such public agency procurement requirements.

9.1. All City obligations pursuant to this Lease which require the expenditure of funds are contingent upon future appropriations by the City as part of the local budget process. Nothing in this Lease implies an obligation on the City to appropriate any such monies.

## 10. **Lessee Obligations**

10.1. Commercial activities permitted. Lessee may conduct any approved and related commercial activities upon obtaining a business license, as specified in the City of Ashland Ordinances.

10.2. Utilities. Lessee shall promptly pay any charges for electricity, water and sewer, and all other charges for utilities which may be furnished to the Premises at Lessee's order or consent.

10.3. Fencing. Lessee will act with City to install fencing in a manner that separates or divides the Premises in a manner that protects canals and irrigation facilities from encroachment and damage by livestock. Fencing shall in no way restrict the use of the access way along the irrigation canal.

10.4. Liens, Taxes. Lessee shall pay all sums of money that become due for any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished or ordered by Lessee which may be secured by lien against the Premises. Lessee shall pay all real and personal property taxes assessed against the Premises, such payments to be made no later than November 15 of the year in which the taxes become due and payable.

10.5. Compliance with laws. Lessee shall comply with all federal, state, county, and city laws, orders and ordinances;

10.5.1. Local Laws. The terms, restrictions and requirements of approvals are set forth in the applicable County and State statutes and regulations, the preliminary and final approvals, and this Lease. All local development approvals and permits identified by local law or this Lease shall be obtained at the sole cost of the Lessee. The failure of this Lease to address a particular permit, condition, term or restriction shall not relieve Lessee of the duty to comply with any laws governing permitting requirements, conditions, terms or restrictions.

10.6. Marijuana Grow Prohibited. Lessee is not permitted to grow or cultivate on the Premises any forms of commonly used marijuana, cannabis, or cannabinoid substances as defined under Federal or State law such as, but not limited to, marijuana or industrial hemp as defined under ORS 571.300.

10.7. Lessee's Specific Compliance with Environmental Laws. As used in this paragraph, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and any amendments, ORS 466.567, 466.205, 466.640 and 468.790 and regulations of the Oregon State Department of Environmental Quality, petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any environmental laws. Environmental laws mean any federal, state, or local statutes, regulations, or ordinances or any judicial or other governmental orders pertaining to the protection of health, safety, or the environment.

- 10.7.1. Lessee's Compliance with Laws and Permits. Lessee shall cause the Premises and all operations conducted on the Premises (including operations by any subtenants) to comply with all environmental laws.
- 10.7.2. Flammables and Explosives Prohibited. Lessee shall not store any flammable or explosive liquids or solids within the Premises without a permit. For the purpose of this rental agreement, "flammable or explosive liquids or solids" shall not apply to fuel or other flammables contained within any vehicle used or stored at the Premises. Fueling of vehicles while in any enclosed storage facility is strictly prohibited.
- 10.7.3. Limitation on Uses of Hazardous Materials. Lessee shall not use or allow any agents, contractors or subtenants to use the Premises to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any hazardous materials, other than as reasonably necessary for the operation of Lessee's activities as contemplated under this lease.
- 10.7.4. Disposal and Contamination Clean-up. Lessee shall be responsible for disposing of all hazardous materials in compliance with environmental laws, and Lessee shall be responsible for any environmental clean-up of the Premises that is necessary due to Lessee's activities. Lessee shall not be responsible for any environmental cleanup of the Premises resulting from activities not authorized by the Lessee such as trespass or pre-existing contamination.
- 10.8. Specific Obligations; Bi-Annual Reporting. Lessee shall provide a report two times a year in January and July on the number and type of livestock grazing on the Premises; the general agricultural improvements made; general restoration processes; and any educational opportunities provided for the previous quarter. Reports may be made to Michael Morrison, Public Works Superintendent at michael.morrison@ashland.or.us.
11. **Damage or Destruction of Premises**. Lessee shall be responsible for damage or destruction to the Premises or any improvements resulting from Lessee's operations, or anything done or permitted by Lessee under this Lease. If the Premises or any improvements thereon are damaged or destroyed by fire or other casualty as a result of activities by Lessee,
- 11.1. Lessee shall:
- 11.1.1. Promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition consistent with the applicable building codes; and
- 11.1.2. Apply for any net proceeds of insurance resulting from claims for such losses, as well as any additional money of Lessee necessary.
- 11.2. If the damage or destruction which occurs is such that the cost of repair, rebuilding or restoration of the property damaged or destroyed exceeds 50% of the fair market value of the improvements, Lessee shall have the option within 60 days from the date of damage or destruction, to notify City in writing whether or not Lessee elects to repair, rebuild, or restore in as provided in this section or to terminate this Lease. Upon giving such notice to terminate, this Lease shall terminate on the date specified in the notice, and City shall be entitled to the net proceeds of insurance.
12. **Insurance**. Lessee shall obtain and maintain continuously in effect at all times during the term of this Lease, at Lessee's sole expense, the following insurance:
- 12.1. Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. Lessee certifies in attached Exhibit C its compliance with state workers' compensation coverage requirements during the term of this Lease.
- 12.2. General Liability Insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the Lease.

- 12.3. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- 12.4. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

13. **Indemnification; Waiver of Subrogation.** Lessee will defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to this Lease or the activities that take place on the Premises. Lessee waives the right of subrogation regarding the insurance policy as described in the Insurance Section in this Lease. Lessee will not be held responsible for damages caused by negligence of City.

#### 14. **Default**

14.1. Events of Default. The following shall be events of default:

14.1.1. Default in Rent: Failure of Lessee to pay any rent or other charge within ten days after it is due.

14.1.2. Default in Other Covenants: Failure of Lessee to comply with any covenant, term or condition, or to fulfill any obligation of the Lease (other than the payment of rent or other charges) within 30 days after written notice by City specifying the nature of the default. If the default is such that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30- day period and proceeds in good faith to effect the remedy as soon as practicable.

14.1.3. Insolvency: Insolvency of Lessee and assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten days.

14.2. Remedies on Default. In the event of a default, the City at its option may terminate the Lease by notice in writing by certified or registered mail to Lessee. The notice may be given before or within thirty days after the running of the grace period for default and may be included in a notice of failure of compliance. If the Premises are abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

14.3. Damages. In the event of termination by default, City shall be entitled to recover immediately the following amounts as damages:

14.3.1. The reasonable cost of re-entry and releasing including the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave the Premises in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising cost.

14.3.2. The loss of reasonable lease fee value from the date of default until a new tenant has been or, with the exercise of reasonable efforts could have been secured.

14.4. Re-Entry After Termination. If the Lease is terminated for any reason, Lessee's liability to City for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

14.4.1. Lessee shall vacate the premises immediately, and within thirty (30) days, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of



the lease term, perform any cleanup, alterations or other work required to leave the Premises in the condition required at the end of the term. City may re-enter, take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15. **Assignment of Interest or Rights.** Without prior written approval, neither Lessee or any assignee or other successor of Lessee shall sublease, assign, transfer or encumber any of Lessee's rights in and to this lease or any interest, nor license or permit the use of the rights granted except as provided in this paragraph. Lessee shall not assign all or any part of its rights and interests under this Lease to any successor through merger, consolidation, or voluntary sale or transfer of substantially all of its assets, without prior written approval of the City. Written approval of the City shall not be unreasonably withheld.
16. **Condemnation.** If any legally, constituted authority condemns the Premises or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Lessee shall not have any rights in or to any award made to City by the condemning authority and further waives any action or remedy to recover compensation against the condemning authority for any loss or damage caused by the condemnation.

**17. General Provisions.**

- 17.1. No Partnership or Joint Venture. Nothing in this Lease shall be construed to render the City in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of Lessor and Lessee nor shall this Lease be construed to authorize either party to act as agent for the other.
- 17.2. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 17.3. Consent of City. Whenever consent, approval or direction by the City is required, all such consent, approval or direction shall be received in writing from the City Administrator.
- 17.4. Notices. All notices required under this Lease shall be deemed to be properly served if sent by certified or registered mail to the last address previously furnished by the parties. Until changed by the parties by notice in writing, notices shall be sent to:

CITY:  
City of Ashland  
Attn: Public Works Superintendent  
20 Main Street  
Ashland, OR 97520

LESSEE:  
Land Manatee Foundation (LMF)  
Attn: Renee L. De Launay  
PO Box 3373  
Ashland, OR 97520

- 17.5. Governing Law. This Lease and all matters relating to this Lease shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.
- 17.6. Extraterritorial Regulation. Nothing in this Lease shall interfere with the legislative authority of City under ORS 226.010 or any other provision of state law.
- 17.7. Binding on Successors. This Lease shall be binding on and shall inure to the benefit of the heirs executors administrators successors and assigns of the parties hereto.
- 17.8. Entry for Inspection. City shall have the right to enter on the Premises at any time to determine Lessee's compliance with this Lease or to make necessary repairs to the Premises whether or not such inspection is made the duty of City to make repairs shall not mature until a reasonable

time after City has received written notice from Lessee of the repairs that are required. In addition, City shall have the right at any time during the last twelve months of the term of this Lease to place and maintain on the Premises notices for leasing or selling of the Premises.

- 17.9. Holdover by Lessee. If the Lessee does not vacate the Premises at the time required, the City shall have the option to treat the Lessee as a Lessee from month to month subject to all provisions of this Lease except the provision for term.
- 17.10. Severability. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid void or unenforceable the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.
- 17.11. Entire Agreement. This Lease and its attachments constitute the sole and only agreement between City and Lessee respecting the leasing of the Premises to Lessee. Any agreements or representations respecting the Premises their leasing to Lessee by City or any other matter discussed in this Lease not expressly set forth or incorporated into this Lease are null and void.

**INTENDING TO BE BOUND**, the parties have executed this Lease as of the date written below.

**LESSEE:**

\_\_\_\_\_  
Renee L. De Launay, Land Manatee Foundation

\_\_\_\_\_  
Date

**ORDER**

Pursuant to ORS 271.360 the governing body hereby approves and authorizes the terms of this lease as set forth above.

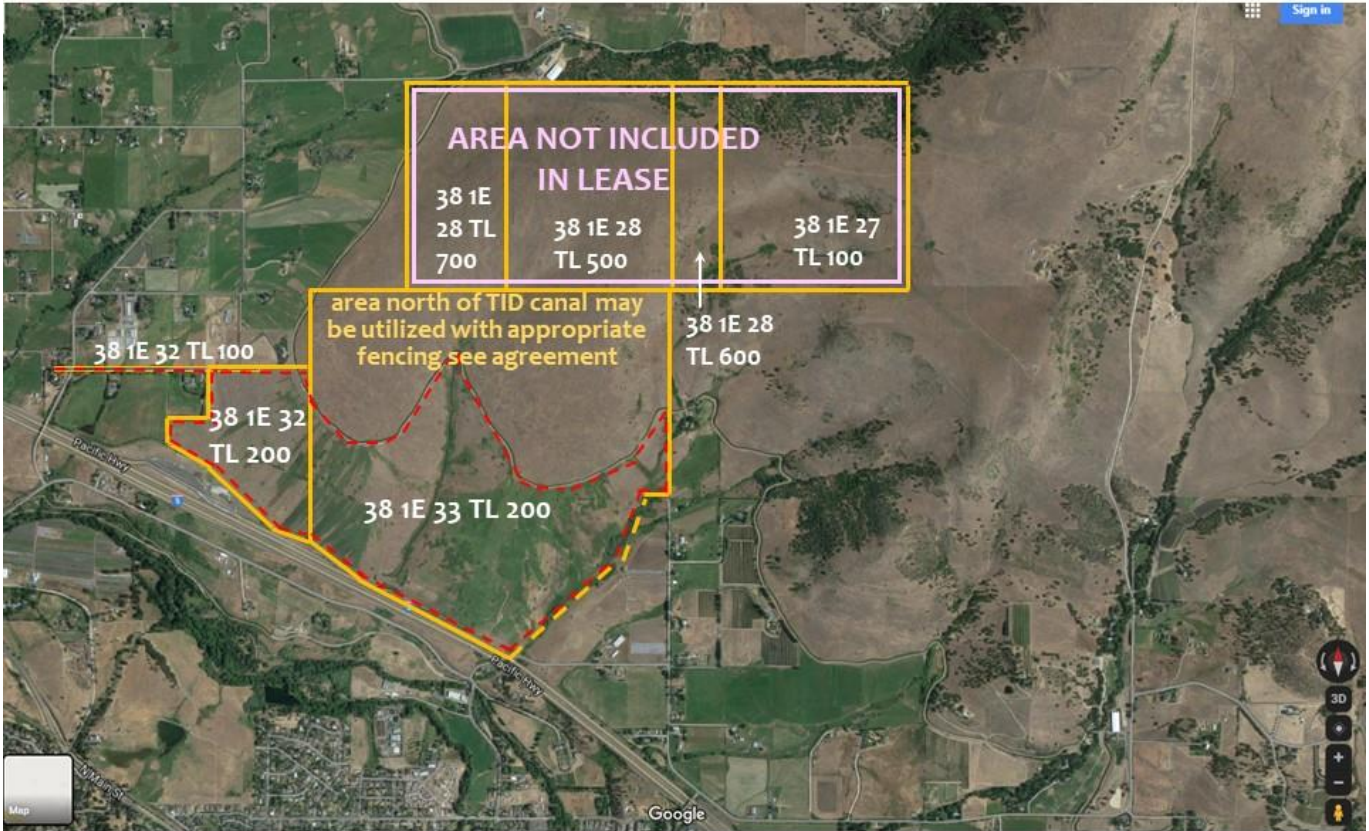
**CITY:**

\_\_\_\_\_  
City Administrator, City of Ashland

\_\_\_\_\_  
Date

**EXHIBIT A**  
**LAND LEASE PROPERTY DESCRIPTION -- "THE PREMISES"**

City of Ashland Ground Lease Agreement Property. "The Premises" is shown in red dashed lines and includes 381E32 TL400, all of 381E32 TL200 and a portion of 381E33 TL200. Area north of TID canal in 38 1E 33 TL200 may be utilized with approved fencing (see agreement). Note: all lines are shown for reference, not actual tax lots



The property within the leased Premises is comprised of three separate tax lots which are described in further detail and includes data from the Jackson County Assessor's Office:

|                               |   |
|-------------------------------|---|
| Jackson County Map Reference: | 38 1E 32 Tax Lot 200<br>38 1E 33 Tax Lot 200  |
| Address Location:             | Approximately 2 miles North of Ashland. This parcel of four tax lots lays adjacent to the Northeast side of Interstate 5 and the associated "Northbound" I-5 weigh station. This property extends uphill in a Northeasterly direction across the east canal of the TID. |
| Owner of Record:              | City of Ashland   |
| Assessor's Account No:        | 38 1E 32 Tax Lot 200 1-012688-4<br>38 1E 33 Tax Lot 200 1-012367-6  |
| Present Use:                  | 224.4 acre irrigated pasture*<br>423.95 acre dry pasture  |
| Zone:                         | EFU   |
| Size:                         | 648.35 acres TOTAL  |

|                               |  |
|-------------------------------|--|
| Jackson County Map Reference: | 38 1E 32 Tax Lot 100   |
| Address Location:             | Approximately 2 miles North of Ashland adjacent to both sides of Butler Creek Road. This property is approximately 200-300 feet North of Interstate 5. |
| Owner of Record:              | City of Ashland  |
| Assessor's Account No:        | 1-012687-6   |
| Present Use:                  | dry pasture and access   |
| Zone:                         | EFU  |
| Size:                         | 3.17 acres   |

**Proposal to the City of Ashland, Oregon, Public Works/Engineering Division  
Beneficial Use and lease of the City's "Imperatrice" Property**

Section 1 Specific Proposal Requirements, Description of RFP and  
Property Description

Project No: 2019-29

Project Type: Property Lease

Project Duration: 24 months (3.2.9 Period Of Use Recognition)

City Project Manager: Mike Morrison

Public Works Director: Paula C. Brown

Attachments not included in 4 page limit: Addendum No.1, Exhibit C, Proposer Info, IRS Determination and EIN, Attachments No.1-No.4, LMF Conservation Ranching Program/ Protocols and LMF one page Estimated Business Plan for Property. LMF Synopsis and LMF Bi-laws available upon request.

Proposer acknowledges the City of Ashland's rights to cancel this procurement or reject any and all proposals in accordance with ORS 279B.100. The applicant understands that a lease agreement will be designed to match the specific proposal that is awarded the property lease. If awarded the lease, Land Manatee Foundation ("LMF") will be available to participate in the City of Ashland processes.

The property description to be leased to the accepted proposer is a tract of land located in Jackson County Oregon and is more fully described as follows. All that portion of the following listed tax lots which lie southerly and westerly of the Talent Irrigation East Lateral Ditch:

- 1: 38 1E 32 tax lot 100 (exempting Property west of Butler Creek Road)
- 2: 38 1E 32 tax lot 200 (behind Port of Entry)
- 3: 38 1E 33 tax lot 200 (facing Ashland as viewable irrigated/dry-land grasslands)

Containing 265 pastoral irrigate-able acres more or less. (3.2.10 Limits of Use)

Containing 424 acres of dry land more or less.

Accepting all legal encumbrances, right of ways, current as well as future easements and existing biological sensitivities. (Recognition of 3.2.1-3.2.8)

The subject area susceptible to project proposer's operation consists of primarily 265 pastoral irrigatable<sup>1</sup> acres.

**Prelude**

This proposal is hereby submitted by LMF in response to the City of Ashland RFP for the Beneficial Use of the "Imperatrice" Property, Project No. 2019-29 Distributed on November 22,2019.

---

<sup>1</sup>Irrigatable in this proposal references the RFP 1.1.3 present uses calculations; 3.2.3 TID water availability 4.64 acre feet per acre.

The applicant has examined the subject RFP and hereby acknowledges all details and provisions of the City's proposal process.

### **Proposed Beneficial Use of the "Imperatrice" Property**

#### Approach, Environmental Stewardship, Public Benefit, Sustainability Experience and Supporting Plan Success

LMF is a 501c3 organization registered with the Federal Government under section 501(c)(3) of Title 26 of the United States Code. Its Internal Revenue Service (IRS) Determination Letter is attached as well as the corresponding tax-exempt charitable organization Employer Identification Number 83-2612886 [CP-575] is in compliance with Federal, State and all local County Laws. The mission of LMF is to lead by exemplary example in communities in the exercise of ranching conservation by encompassing regenerative agriculture, holistic environmental sustainability and land/livestock based education (supplying the community with 4H Horses, FFA partnerships, and Youth Programs), including preservation and knowledge of heritage culture land uses, wildlife balance and spring development. LMF is proposing to use the "Imperatrice" property as a living history-designed ranching conservation program by revitalizing the glory of the land usages in an environmentally sustainable method using integrated authentic traditions to preserve past ranching culture.

LMF proposes to apply the same ranching conservation practices on the property that it has been using in the local community on private lands. It will focus on restoring grasslands to an aesthetic view by regenerative grazing practices with traditional ranching species (ie cattle and possibly horses/mules for limited times) tough enough to survive predators on their own in accordance with specified certification standards, under a grazing management plan implemented by the LMF livestock manager, utilizing water efficiently, restoring irrigation systems, utilizing mechanical and burning spray-free blackberry removal/setback, following holistic habitat development, applying environmentally conscious and heritage based education, and observing sensitive waterways/spring(s) management plans.

LMF is responsible for the quality of work, professional services provided and for providing or utilizing volunteers who are qualified and competent people, and shall provide all supplies, equipment, tools and incidentals to accomplish the work set forth. LMF will follow all appropriate safety methods to assure compliance required with State and Federal regulations, and departmental policies and procedures for all field work in compliance with all applicable codes, land use permitting and professional service standards.

The proposer's project management will be transparent, coordinating with the City's agencies and proposer will be available to meet the City staff as required during the project's duration to review the scope of work and deliverables. LMF shall provide general liability insurance coverage at the agreed upon limits specified in the lease agreement for the subject property. The City of Ashland, its elected officials, officers and employees shall be listed as Additional Insureds on the policy. LMF accepts the TID Annual Charge, ODF Fire Protection Fees and Property taxes.

LMF recognizes that the rental fee will be negotiated. No costs will be imposed on the City of Ashland, and LMF will indemnify the City of Ashland from any and all actions of the leaseholder on the City-owned "Imperatrice" property.

Since the organization is a not-for-profit entity, the projected land use is not for business-driven purposes, but rather for a community benefit. Direct environmental stewardship benefits to the community include:

Significant improvements to the land and its appearance.

Restoring the land to its prior ranching use, but providing ecological support and ensuring biodiversity.

Using holistic regenerative agriculture which is free from pesticides and chemical sprays, erosion, pollutants, dust and manufacturing processes.

Providing opportunities for community involvement in compliance with permitting and after mechanical equipment periods.

Providing open space habitat/spring developed areas for wildlife, offering ample watering and forages in corridors of passage and refuge.

Offering a designated timed field trip in following year(s), including educational opportunities to showcase experienced livestock management, grazing timing on drylands and irrigated land and fencing methods of preserving native and sensitive species biodiversity.

Imposing no costs on the City for equipment, fencing canals, water utilization, improved irrigation efficiency, improved irrigation ditches maintenance, experienced operators, and livestock grazing management. Increased property value as a result of the methods applied.

LMF proposes to pay the City of Ashland \$1.00 as a financial benefit while also accepting the yearly costs associated with the property not to be imposed on the City.

Livestock will be managed by the entity the entire length of time the animals are on the property, and the number of animals accords with a specified habitat management plan as defined by Land Manatee Foundation Ranching Conservation Habitat Management Plan (see attached document for reference) in conjunction with NRCS Prescribed Grazing standards [528-1]. Grazing animals and farm implements are utilized as a tool for a specified outcome beneficial to the land use management goals, property specific plans and community wellbeing. Any existing farm/ranch equipment and implements, pipe and fencing on the property are encouraged to be left there and can be utilized for the property by LMF.

The developed Ranching Conservation Program and Protocols Certification specific to Land Manatee Foundation can be found in the attached document, which is a living document based on Renee De Launay's compilation of experience and scientific methodology. Renee De Launay is the Founder and Operating CEO of Land Manatee Foundation. She brings 16 years of restoration grazing history and animal healthcare expertise to implement on the City Property. Her youth was well spent in and out of the saddle learning all she has through experience on ranches throughout Southern Oregon, many of which have since changed ownership, being developed for other purposes, closed off to ranching, or converted to hemp, etc. This decline in quality uses of land for traditional agriculture spurred Renee to educate and guide EFU property owners on best practices and maintain agricultural production in the community, using the practices described herein. The supporters of her initiative all have ongoing working relationships with Renee and have utilized her management plans in numerous ways in this

community on their own operations and are dedicated to the practices advocated by Renee in LMF.

These supporting associates and Renee are supplying the equipment and grazing animals to be utilized by LMF. A dozer, excavator(s), water lines, troughs, spring boxes, valves, a livestock handling chute, a livestock handling facility and load out panels, a ditch leveler, a skidsteer, tractors, haying implements, trailers, cattle hauling and transportation, horses and mules for packing supplies and doctoring/attending to livestock needs, a water truck, a dump truck, and a backhoe, in conjunction with their knowledge and cumulative experience with conservation ranching operations, environmentally conscious activities, safety and time. It is roughly estimated that all of the ditches need to be addressed, a quarter of the property is in matured blackberries and the current forages are heavily in warm season grasses and noxious weeds or undesirable species. With a goal of addressing 20% of the property's blackberries and its ditches per year, the propagation of cool season grasses and native species can be promoted to restore the land's ranching glory.

Experienced active supporting associates and references include the following with attached declaration letters of commitment:

Michael Winters (retired Jackson County Sheriff, Winters [Ranches] LLC; TID acumen) cell 541-944-6086 See attached No.1

Morgan Troxel (Troxel Family Farm/ Maddox Angus Ranch) cell 541-947-2246 See attached No.2

Dina Cantrell (Jackson County Brand Inspector, Cantrell Family Farming Ranches) cell 541-210-0754 See attached No.3

Renee De Launay (LMF Founder, CEO) 541-973-9817 See attached No.4

Elizabeth Schaefer (retired llama rancher) cell 314-809-2737

Gary Baldwin (4AgHawaii Partnerships) cell 808-987-3983 See attached No. 5

Bruce McLean (Chief Maintenance Operator Warren Resorts) cell 541-324-7950

Rodger Goddard (TID and Dunn Ditch acumen) cell 541-821-8810

### **Adherence to Jackson County Land Development Ordinances**

In reviewing the current Jackson County Land Development Ordinance ("LDO"), the proposer concludes that LMF's proposed farm use for ranching conservation practices as defined in ORS 215.243 for grazing, harvesting, berry removal via equipment operation and living history uses and any creation, restoration and enhancement of wetlands described above is a Type 1 use, permitted by right and only requiring non-discretionary staff review (pursuant to section 4.2.2 on table 4.2-1 for Exclusive Farm Use (EFU) zoned land, Jackson County LDO). Type 1 authorizations are not land use decisions as defined by ORS 215.402. Any additional applications and permits that may arise will be the responsibility of LMF to follow the process time line for application approval. Any lease that comes from the acceptance of this proposal is not a land use approval. Proposer acknowledges and agrees that future preliminary and or final approvals including plans, plan amendments, plan modifications, or building permits nor any rights to develop and/or construct on property have been granted or implied simply by the acceptance of this proposal or a lease.



PROPOSER INFORMATION:

LAND MANATEE FOUNDATION  
Proposer Company Name

PO BOX 3373 ASHLAND OR 97520  
Company Address (from which work will be performed)

541-973-8715                      \_\_\_\_\_                      \_\_\_\_\_  
Telephone Number                      Fax Number                      FEDERAL ID NUMBER

Printed Name of Person Signing RFP: RENEE L. DE LAUNAY

Title: FOUNDER

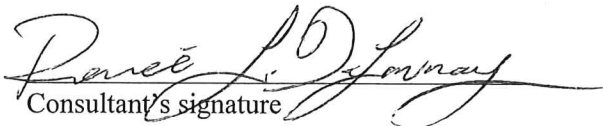
Signature: 

Email Address: LANDMANATEEFOUNDATION@GMAIL.COM

EXHIBIT C

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

- (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

  
Consultant's signature

12-12-19  
Date

Confidential and specific to Land Manatee Foundation.  
Living document not yet proofed by all editors.

Land Manatee Foundation

CONSERVATION RANCHING  
PROGRAM PROTOCOLS  
Ranching Heritage

# **REQUEST FOR PROPOSALS**

**Proposals  
for  
PROJECT 2019-29  
BENEFICIAL USE AND LEASE OF THE CITY'S "IMPERATRICE" PROPERTY**

**PROJECT NO: 2019-29**

**PROJECT TYPE: Property Lease**

**PROPOSALS DUE: Dec 13, 2019 not later than 2:00 PM PST**

**SUBMIT PROPOSALS TO: City of Ashland Public Works -  
Engineering, at 51 Winburn Way,  
Ashland OR 97520;**

**or by mail to:**

**20 E. Main Street, Ashland, OR 97520**

**CITY PROJECT MANAGER: Mike Morrison**

**PROJECT DURATION: 24 months**



**CITY OF  
ASHLAND**

**PUBLIC WORKS ENGINEERING**

**20 E. MAIN STREET**

**ASHLAND OR 97520**

**541/488-5587**

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**ADVERTISEMENT**  
**CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS**  
**FOR THE BENEFICIAL USE AND LEASE OF THE CITY’S “IMPERATRICE” PROPERTY**

The City of Ashland (City) is seeking proposals for Project **2019-29 BENEFICIAL USE AND LEASE OF THE CITY’S “IMPERATRICE” PROPERTY**. The proposal shall address the private and / or public use of between 225 - 648 acres of the Imperatrice Ranch property located north of Interstate 5. The City desires to determine a beneficial use for the portion of this property lying south of the Talent Irrigation District Canal and is inviting interested parties to submit proposals. The best use of the properties could be defined as the use that most closely addresses the following requirements:

1. The lease will be for a period of two (2) years, with a possible extension(s) depending upon the City’s need.
2. The use should be beneficial to City.
3. The use should promote sustainable use of resources including sustainable grazing and/or farming.
4. The use should take into consideration all environmental aspects of the property including: soil conservation measures, riparian area preservation, biological preservation, proposed pedestrian trail connections and anticipated land conservation easements (primarily the lots to the north of the lease area).
5. The City will not consider hemp or marijuana growing or operations.
6. The City is not interested in any farming operation that requires abundant use of water. TID irrigation water is available below the TID canal but must follow TID operational requirements.
7. The use must be compatible with Jackson County EFU land use ordinances.


Proposals must be physically received by **Dec 13, 2019 not later than 2:00 PM PST** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City’s Project Manager, Mike Morrison at 541/488-5587 or by email at [paula.brown@ashland.or.us](mailto:paula.brown@ashland.or.us). Selection is anticipated to result in the issuance of a lease tailored to meet the selected proposal(s). The City may issue a lease to more than one proposer.

Proposal documents are available at the above address and on the City of Ashland website at [www.ashland.or.us](http://www.ashland.or.us).

All Proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to four (4) pages, including cover sheet.

Selection will be based upon weighed criteria as set forth in this Solicitation Document and will include criteria including, but not limited to: similar experiences, general experience, availability, schedule and response time. The City may issue a lease to more than one proposer.

The City of Ashland reserves the right to cancel this procurement or reject any and all Proposals in accordance with ORS 279B.100.



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Paula C. Brown, PE, Public Works Director

First date of solicitation:  
RFP for Project #2019-29



**CITY OF ASHLAND  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS**

**PROJECT NO. 2019-29  
BENEFICIAL USE AND LEASE OF THE CITY'S "IMPERATRICE" PROPERTY**

**SECTION 1 - PROJECT OVERVIEW**

**1.1 Objectives**

The City of Ashland (City) is seeking proposals from one or more proposers for Project **2019-29 BENEFICIAL USE AND LEASE OF THE CITY'S "IMPERATRICE" PROPERTY**. The proposal shall address the private and / or public use of the Imperatrice property approximately 840 acres located north of Interstate 5. The City is inviting interested parties to submit proposals for a beneficial use for approximately 225 - 648 acres within the two southern most tax lots: 38 1E 32 TL200 and 38 1E 33 TL200. The City has leased the area within the two tax lots to the south of the Talent Irrigation District (TID) Canal for a small farm (animal raising) that will vacate the property on December 31, 2019. The City may issue a lease to more than one proposer. Beneficial use of the properties could be defined as the use that most closely addresses the following requirements:

1. The lease will be for a period of two (2) years, with a possible extension(s) depending upon the City's need.
2. The use should be beneficial to City.
3. The use should promote sustainable use of resources including sustainable grazing and/or farming.
4. The use should take into consideration all environmental aspects of the property including: soil conservation measures, riparian area preservation, biological preservation, proposed pedestrian trail connections and anticipated land conservation easements (primarily the lots to the north of the lease area).
5. The City will not consider hemp or marijuana growing or operations.
6. The City is not interested in any farming operation that requires abundant use of water. TID irrigation water is available below the TID canal but must follow TID operational requirements.
7. The use must be compatible with Jackson County EFU land use ordinances.

**1.1.1 BACKGROUND INFORMATION**

The City of Ashland (City) purchased 864 acres of land known as the "Imperatrice Property" from Kimberly White, Karen White, and Marion Imperatrice for \$950,287.98 on April 9, 1996. The property was purchased using food and beverage tax proceeds with the intent to use the land to apply the City's wastewater treatment plant effluent for poplar tree production and to hold, dry and potentially apply biosolids. The effluent and biosolids land application plan was suspended after surrounding neighbors and members of the community expressed concerns about the project.

**1.1.2 GENERAL PROPERTY DESCRIPTION**

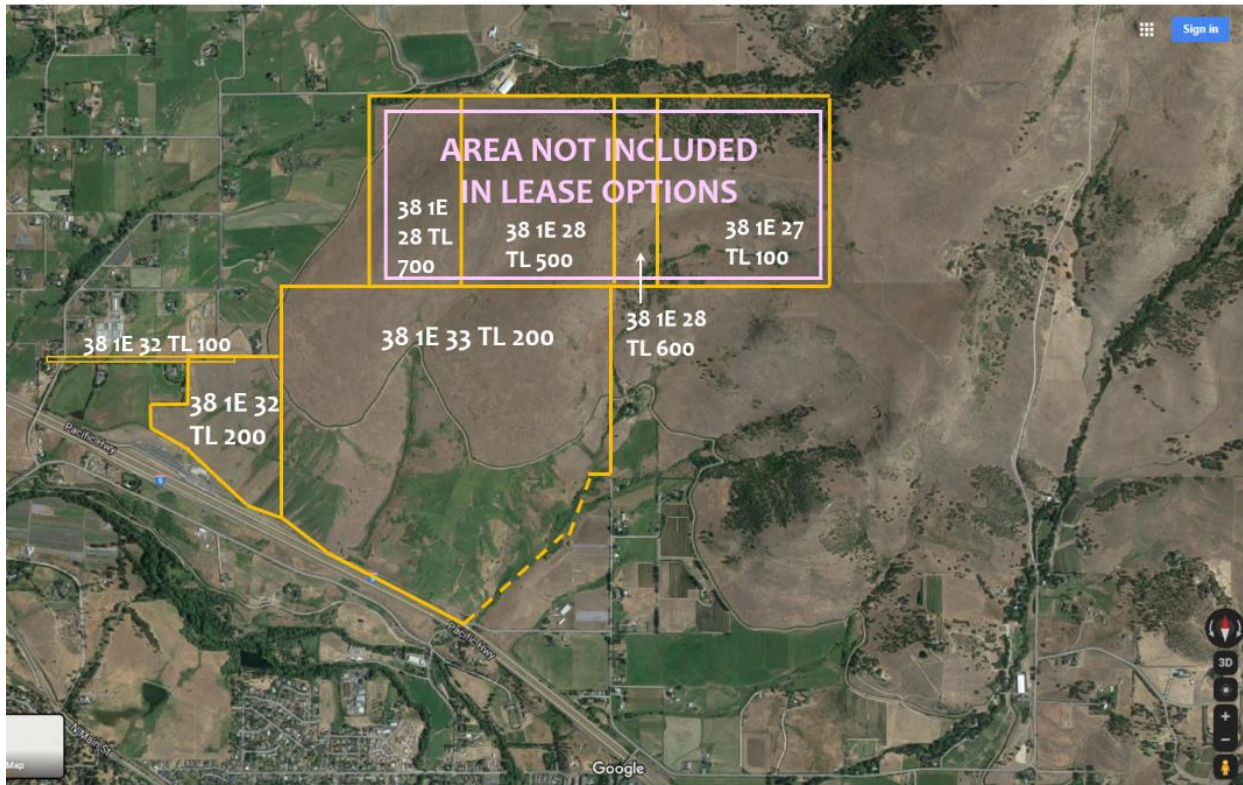
The area subject to this proposal and future lease is approximately 472 acres roughly described as all that area of the Imperatrice property lying south and west of the Talent Irrigation District's east canal and may include the area above the TID canal in some cases if adequate fencing can protect the canal and sensitive areas. The following tax lots apply:

- 38 1E 32 – 100 (3.17 acres: all – for potential access only)
- 38 1E 32 – 200 (65.88 acres: all – this tax lot is to the south and west of TID canal)
- 38 1E 33 – 200 (total 406.86 acres: south of TID canal and may include the area above if adequate fencing can protect the canal and the upper tax lots)

### 1.1.3 TAX LOT DESCRIPTIONS

## City of Ashland “Imperatrice Property”

Note: all lines are shown for reference, not actual tax lots



The property within the potential lease area is comprised of three separate tax lots which are described in further detail and includes data from the Jackson County Assessor’s Office:

|                               |   |
|-------------------------------|---|
| Jackson County Map Reference: | 38 1E 32 Tax Lot 200<br>38 1E 33 Tax Lot 200  |
| Address Location:             | Approximately 2 miles North of Ashland. This parcel of four tax lots lays adjacent to the Northeast side of Interstate 5 and the associated “Northbound” I-5 weigh station. This property extends uphill in a Northeasterly direction across the east canal of the TID. |
| Owner of Record:              | City of Ashland   |
| Assessor’s Account No:        | 38 1E 32 Tax Lot 200 1-012688-4<br>38 1E 33 Tax Lot 200 1-012367-6  |
| Present Use:                  | 224.4 acre irrigated pasture*<br>423.95 acre dry pasture  |
| Highest and Best Use:         | 1.95 acre home site<br>422 acre dry pasture<br>244.4 acres irrigation pasture   |

|                       |  |
|-----------------------|--|
| Zone:                 | EFU  |
| Size:                 | 648.35 acres   |
| Property Description: | An appraisal in 1999 states: the Jackson County Planning Department states that this group of parcels is described in Volume 356, Page 197, dated September 4, 1951. No document could be found separating these tax lots prior to adoption of county-wide zoning on September 1, 1973. As a result, this block of land is considered as one parcel for development purposes. This large parcel has an 80 to 90% chance or better for qualifying for a farm dwelling permit on this EFU zoned land. Access would be via an easement from or consolidation with 38 1E 33 TL 100. The soils on this parcel are virtually all Class 4 soils even though many of the acres are irrigated. The soils are primarily Carney clay soils with some Carney Cobbly clay soil areas. |

|                               |  |
|-------------------------------|--|
| Jackson County Map Reference: | 38 1E 32 Tax Lot 100   |
| Address Location:             | Approximately 2 miles North of Ashland adjacent to both sides of Butler Creek Road. This property is approximately 200-300 feet North of Interstate 5.   |
| Owner of Record:              | City of Ashland  |
| Assessor's Account No:        | 1-012687-6   |
| Present Use:                  | dry pasture and access   |
| Highest and Best Use:         | Consolidation with adjacent parcel(s) for access or pasture use.   |
| Zone:                         | EFU  |
| Size:                         | 3.17 acres   |
| Property Description:         | An appraisal in 1999 states that this is a 3.17 acre parcel of land which was set out in the 927 Survey Plat Book 2, Page 10, a survey of Ashland acres. This long narrow parcel was created for access purposes and would not be a legally buildable lot. Soils on this property are virtually all Class 4 soil being primarily Carney and Coker clay soil. |

#### **1.1.4 LEGAL ENCUMBRANCES**

The property is subject to numerous legal encumbrances and title exceptions that must be considered prior to future development. The following exceptions have been disclosed by the most recent title report.

1. The premises herein described have been zoned or qualified for "Farm Use" tax assessment. At such time as said land is disqualified for such "Farm Use," the property will be subject to additional taxes and interest and possible statutory penalty.
2. The effect of said property, or any part thereof, lying within the Talent Irrigation District, and subject to all water and irrigation rights, easements for ditches and canals, and all regulations of said District, including all assessments, leans and charges assessed, and to be assessed.
3. Right of way to R.B. Hargadine, record notice of which appears in Deed recorded April 2, 1880 in Volume 8 page 726 of the Deed Records of Jackson County, Oregon.

4. Right of way for canal and ditch, 50.0 feet wide, and rights in connection therewith, granted to the Talent Irrigation District, by instrument recorded March 15, 1923 in Volume 143 page 570 of the Deed Records of Jackson County, Oregon.
5. Right of way for the transmission and distribution of electricity, and for other purposes, granted to The California Oregon Power Company, a California corporation, by instrument recorded March 6, 1924 in Volume 149 page 97 of the Deed Records of Jackson County, Oregon.
6. Rights of way for the transmission and distribution of electricity and for other purposes, granted to The California Oregon Power Company, a California corporation, by instruments recorded in Volume 168 page 153 and Volume 256 page 443 of the Deed Records of Jackson County, Oregon.
7. Rights of way for the transmission and distribution of electricity, also right to install guys and anchors and for other purposes, granted to The California Oregon Power Company, a California corporation, by instruments recorded in Volume 184 page 122 and Volume 440 page 220 of the Deed Records of Jackson County, Oregon.
8. Ditch right of way, as set forth in deed recorded September 23, 1923 in Volume 195 page 50 of the Deed Records of Jackson County, Oregon.
9. Right of way for the purpose of the operation, maintenance, repair and reconstruction of canals, reserved by the Talent Irrigation District, in deed recorded December 30, 1936 in Volume 210 page 536 of the Deed Records of Jackson County, Oregon.
10. Perpetual easement for the construction, repair, maintenance and operation of a 50.0 foot canal, and rights in connection therewith, granted to the Talent Irrigation District, by instrument recorded in Volume 214 page 303 of the Deed Records of Jackson County, Oregon.
11. Right of way for the Eagle Mill Ditch, record notice of which appears in Deed recorded June 12, 1943 in Volume 244 page 155 of the Deed Records of Jackson County, Oregon.
12. Perpetual easement and rights in connection therewith, for underground conduit, cable and other fixtures, granted to The Pacific Telephone and Telegraph Company a California corporation, by instrument recorded March 13, 1947 in Volume 280 page 49 of the Deed Records of Jackson County, Oregon.
13. Perpetual easement and rights in connection therewith, for underground conduit, cable and other fixtures, granted to The Pacific Telephone and Telegraph Company a California corporation, by instrument recorded March 13, 1947 in Volume 280 page 50 of the Deed Records of Jackson County, Oregon.
14. Right to the use of spring located on said premises, together with the right of way for pipe line from said spring, and rights in connection therewith, reserved in deed recorded November 8, 1948 in Volume 308 page 252 of the Deed Records of Jackson County, Oregon.
15. Right of way 100.0 feet wide for the transmission and distribution of electricity, and for other purposes, also right to install guys and anchors, granted to The California Oregon Power Company, a California corporation, by instrument recorded April 24, 1957 in Volume 440 page 499 of the Deed Records of Jackson County, Oregon.
16. Perpetual right of way and easement to construct, reconstruct, operate and maintain a buried pipeline, for the purposes of conveying water and rights in connection therewith, granted to the United States of America, by instrument recorded September 22, 1959 in Volume 479 page 305 of the Deed Records of Jackson County, Oregon.
17. Access restrictions imposed by Final Judgment rendered September 7, 1966 in the State Circuit Court of Oregon, for Jackson County, under Case No. 65-342L and recorded in Volume 204 page 654, Circuit Court Journal.
18. "Grantors reserve for themselves, their executors and assigns, an undivided one-half interest in all gas, oil, and mineral rights which are now the property of grantors, and which may hereafter revert to grantors, it being the intention what the other undivided one-half interest in all such gas, oil, and mineral rights shall vest in grantees, there successors and assigns," as set out in deed from Ernest M. Pellkofer et ux, to J.D. Imperatrice et ux, recorded June 30, 1966 as No. 66-07545 of the Official Records of Jackson County, Oregon.

19. Perpetual rights and non-exclusive easements to use the roads, as set out in deed from Marion D. Imperatrice to Richard G. Ireland et ux, recorded October 15, 1974 as no. 74-13557 or the Official Records of Jackson County, Oregon.
20. Perpetual rights and non-exclusive easements to use the roads, also the perpetual right of Richard G. Ireland and Gloria S. Ireland, and their successors in interest to use for all road purposes, and continuation of Smith et ux, recorded October 15, 1974 as No. 74-13559 of the Official Records of Jackson County, Oregon.
21. Grant of Communications Systems Easement, subject to the terms and provisions thereof, granted to AT&T Communications of the Pacific Northwest, Inc., a Washington corporation, and recorded September 12, 1988 as No. 88-18995, of the Official Records of Jackson County, Oregon, as amended and corrected by instruments recorded January 10, 1989 as No. 89-00598, recorded March 8, 1989 as No. 89-04692, and recorded July 25, 1990 as No. 90-18479, said Official Records.
22. A mutual access and utility easement, as set forth in Agreement Creating Easement, subject to the terms and provisions thereof, recorded November 9, 1992 as No. 92-34316, of the Official Records of Jackson County, Oregon.
23. Right of Way Agreement, subject to the terms and provisions thereof, with Pacific Gas Transmission Company, a California corporation, recorded April 6, 1995 as No. 95-09111, of the Official Records of Jackson County, Oregon.
24. Right of Way Agreement, subject to the terms and provisions thereof, with Pacific Gas Transmission Company, a California corporation, recorded April 6, 1995 as No. 95-09113 of the Official Records of Jackson County.
25. Existing Leases, if any.
26. Slope easements granted to the Oregon Department of Transportation in connection with improvements made to the Port of Entry facility.

NOTE: **Not all** encumbrances or exceptions will apply to the three lots under this proposal.

## 1.2 Reference Documents

- A. Biological Assessment Imperatrice Property August 2017 – Pacific Crest Consulting, LLC (as part of a City [Council Study Session](#) dated December 18, 2017)

## SECTION 2 - SCHEDULE

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

|    | EVENT  | DAILY COUNT (CALENDAR DAYS)       | DATE       |
|----|--|-----------------------------------|------------|
| 1. | Request for Proposal Released  | 0                                 | 11/22/2019 |
| 2. | Non-Mandatory but highly recommended meeting of interested proposers.  | 10 days prior to Proposal Closing | 11/28/2019 |
| 3. | Last Date for Request for changes/Protest for Specifications/Questions | 8 days prior to Proposal Closing  | 11/30/2019 |
| 4. | Last Date for City to Post Addenda                                     | 3 days prior to Proposal Closing  | 12/09/2019 |
| 5. | Closing Date (last day to submit Proposals)                            | ~21 days after Proposal Release   | 12/13/2019 |
| 6. | Responses Evaluated  | ~15 days after Closing Date       | 12/28/2019 |
| 7. | Interviews Held (if necessary)   | ~25 days after Closing Date       | 1/07/2020  |
| 8. | Intent to Award Announced  | ~30 days after Closing Date       | 1/14/2020  |
| 9. | Lease Negotiations   | ~40 days after Closing Date       | 1/22/2020  |

## SECTION 3 - SCOPE OF SERVICES

### 3.1 General Requirements

- Personnel, Materials, & Equipment: The Proposer shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Proposer shall provide and use all appropriate safety equipment and clothing required by State, Federal regulations and Department policies and procedures for all field work.
- Professional Responsibilities: The Proposer shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.
- Project Management: The Proposer and the City staff will meet as required during the project duration. The objectives of the meeting will include reviewing the scope and deliverables.

### 3.2 Specific Proposal Requirements

#### 3.2.1 Property Boundary Determination

Much of the Imperatrice property was surveyed and platted as part of the Ashland Acres tracts which was created in 1923 by the Baulfour-Guthrie Trust Company. The survey was completed by F.H. Walker, however, few corner monuments were set as the setting of physical lot corner markers was not required until 1947. As development of the property has been minimal, there have been few retracement surveys since the original platting in 1923. County records indicate that only two surveys have been filed which would affect any of the seven tax lots within the property. The surveys are filed in the office of the Jackson County Surveyor as Survey No. 16230 and 18720. Survey No.18720 is a correction to the previously filed survey (16230) and both surveys were performed by L.J. Friar and Associates of Medford. It shall be the responsibility of the proposer to recover existing monumentation and to determine all boundaries, as required.

### 3.2.2 Meander Road

The Ashland Acres plat created a “Meander Road” (shown on filed Survey No. 18720) which follows along the course of a riparian way along the southeast portion of the property. Meander Road, which has never been named nor opened, divides the City-owned property from the property to the east. Due to its proximity to the riparian way, the Meander Road would be difficult to open or to improve in any way; however, its presence as a 40 foot wide street right of way should be noted as to its possible impact to any development plan.

### 3.2.3 Talent Irrigation District (TID) Canal

The TID east lateral traverses three of the tax lots on the property. The lateral is an open and unlined canal with approximately 7,780 linear feet of frontage. There are two existing wooden bridges that cross the canal. The west canal siphon also crosses tax lot 38 1E 32 TL 200 in a southwesterly direction. The canal, siphon and irrigation laterals are located on five recorded easements. The easements are listed by recording number as follows:

1. 50 foot wide easement – Volume 143 page 570 (1923)
2. Ditch right of way – Volume 195 p 50 (1923)
3. Canal right of way – Volume 210 p 536 (1936)
4. 50 foot wide easement – Volume 214 p 303 (1940c)
5. Eagle Mill Ditch – Volume 244 p 155 (1943)

The TID water availability is for 4.64 acre-feet per acre; the irrigated area below the TID canal is approximately 102 acres on the two lots corresponding to approximately 475 acre-feet of water per irrigation season. **It shall be the responsibility of the proposer to locate all irrigation canals, ditches and siphons and their respective easements and to protect those facilities.**

### 3.2.4 Riparian Protection Zones

Two intermittent streams are located on the property as shown on the vegetation overlay map. The streams are unnamed and are not fish bearing, but both streams have well established riparian growth that must be preserved, protected and enhanced. **The stream vicinity also has a wetlands element which must also be protected in accordance with Jackson County Land Development Ordinances.** The vegetation overlay map indicates the approximate limits of the riparian and wetlands protection zones.

### 3.2.5 Biological Assessment Protection

A Biological Assessment of the Imperatrice Property was completed in August 2017 – Pacific Crest Consulting, LLC (see reference documents). **Proposers must address and incorporate elements of best management practices and sustainability practices to protect sensitive vegetation and species in their proposed use.**

### 3.2.6 Recreational Uses

The property affords opportunities for development of public recreational uses including pedestrian trails, open space areas and passive park areas. The area base map shows a number of possible pedestrian trails that might ultimately become part of a proposed Grizzly Peak Trail System. **Proposers must address and incorporate elements of public recreation into their proposed use.**

### 3.2.7 Soil Hazard Area

A recent publication of the Oregon Department of Geology and Mineral Industries (IMS-9) has listed the surrounding area as being within Hazard Zone D, reflecting low amplification, no liquefaction and low landscape hazard. One area of the property, as shown on the Geology and Earthquake map, is listed as an earthquake hazard zone with higher landslide danger. Soil types and classifications are shown on maps included in the Appendix, however, each proposer must determine the extent of impact the soil might have upon the proposed development.

### 3.2.8 Compliance with Jackson Co Land Development Ordinances

Each proposer must adequately demonstrate that they have met all applicable land development standards and ordinances established by the Jackson County Planning and Development Department.

### 3.2.9 Period of Use

This proposal is for a two (2) year use of the property and shall commence upon approval of a lease between the City of Ashland and the proposer. The lease may be extended based upon the City's desire and need. The City may issue a lease to more than one proposer.

### 3.2.10 Limits of Use

The land subject to this proposal shall be limited to only that portion of the property lying southerly and westerly of the Talent Irrigation East Canal. There will be no usage of the remainder of the property. If the accepted proposal is for stock grazing, it shall be the proposer's responsibility to construct and maintain adequate fencing along the south and west sides of the canal so that stock may not cross the canal. The fence shall in no way restrict the use of the access way along the canal.

### 3.2.11 Pre-Proposal Meeting

The City will hold a pre-proposal meeting for all interested proposers. The meeting is not mandatory, but highly recommended. The meeting will enable proposers to ask questions and to potentially assess proposer's interest in having more than one proposer share the lease. Summary minutes will be available but no other information will be provided or questions answered about this meeting. Should questions arise that require an addendum to the proposal, one will be generated.

## SECTION 4 - EVALUATION CRITERIA

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

### 4.1 **Approach, Sustainability and Public Benefit (20 Points Possible)**

- a. Define the area of interest within the two primary lots described.
- b. The proposal must demonstrate the sustainable use of energy and/or resources in the development and operation of the proposed project. Examples of sustainable projects might include the sustainable farming or grazing practices and how these are managed. Other examples of acceptable sustainable projects would be agricultural food production, etc.
- c. All proposals must clearly demonstrate a link to the public benefit to be derived from the project in the form of recreational opportunities, open space areas with public access, trail systems or other improvements.
- d. The City may issue a lease to more than one proposer. Explain how this may or may not affect the proposal.

### 4.2 **Experience and Business Plan (20 Points Possible)**

- a. Describe how your operation is organized and how its resources will be utilized to complete the proposed use.
- b. Provide a summary of relevant work experience.
- c. Submit three references for similar work projects. Include the Owners name, organization name, contact name, contact email and phone number.
- d. Proposers must submit a financial / business plan that incorporates all phases of the planned development as appropriate. The plan must clearly identify required development capital and anticipated profits and expenses for all phases of development and must indicate a financial benefit to the City.

### 4.3 **Environmental Stewardship (35 Points Possible)**

- a. Proposers must clearly demonstrate that the proposed project / development encompass strong elements of environmental stewardship.



- b. Demonstrate the desire, need and responsibility to locate and protect all irrigation canals, ditches and siphons and their respective easements.
- c. The proposal must avoid uses that create air pollution from road dust or from any manufacturing process. Uses that generate noise pollution or other forms of pollution should be avoided.
- d. If the proposal is for stock grazing, document the understanding of the requirement to construct and maintain adequate fencing along the south and west sides of the canal so that stock may not cross the canal. The fence shall in no way restrict the use of the access way along the canal.
- e. Soil erosion and storm runoff must be strictly controlled, and down slope silt depositions must be acceptably contained on the site.
- f. Demonstrate the ability to protect the stream and noted wetlands element within the lease area in accordance with Jackson County Land Development Ordinances.
- g. Sensitive and wildlife preserve areas must be protected and preserved.

**4.4 Adherence to Jackson County EFU Land Development Ordinances (25 Points Possible)**

- a. Proposers must provide a detailed written plan demonstrating compliance with Jackson County Land Development ordinances.
- b. The plan must site specific applicable land development codes and ordinances and must fully outline the application process and time lines for application approvals.
- c. Proposers must also outline any required applications and permits that must be acquired.

**4.5 Scoring**

|    | <b>CATEGORY</b>   | <b>POSSIBLE POINTS</b> | <b>POINTS SCORING</b> |
|----|---|------------------------|-----------------------|
| 1. | Approach, Sustainability and Public Benefit                 | 20                     |                       |
| 2. | Experience and Business Plan                                | 20                     |                       |
| 3. | Environmental Stewardship                                   | 35                     |                       |
| 4. | Adherence to Jackson County EFU Land Development Ordinances | 25                     |                       |
|    | Total   | 100                    |                       |

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

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

**5.1 Review and Acknowledgment of Defective Proposals**

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

**5.2 Right of Rejection**

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

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

Minor informalities that may be waived include those that:

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

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

### 5.3 References

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

The City reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

### 5.4 Responsibility

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

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

### 5.5 Clarification of Response

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

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

### 5.6 Interviews

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

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

#### 5.7 Finalist Selection

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

#### 5.8 Ties Among Proposers

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

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

#### 5.9 Notice of Intent to Award

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

#### 5.10 Lease Negotiation

City will begin negotiating the lease fees for the project, along with expanded scope of work toward obtaining written agreement on:

- a) performance obligations and schedule; and any expansion of the Scope of Work.
- b) fees, payment methodology, and lease that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.

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

#### 5.11 Protest Procedures

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

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

- a) Protests must be received within seven (7) days after issuance of the notice of intent to negotiate a lease. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City
- c) Protests based on procedural matters will not be considered.
- d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

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

## SECTION 6 - LEASE

### 6.1 Lease Terms

#### 6.1.1 LEASE TERMS

The successful proposer(s) will be expected to enter into a written lease agreement that will include: a definition of the property, the allowed uses, maintenance requirements, and other necessary terms. A sample lease agreement could not be included with this RFP as lease terms will be tailored to the proposer's use of the property.

### 6.1.2 INDEMNIFICATION

The document will further indemnify the City of Ashland from any and all actions of the proposer on lands owned by the City.

### 6.1.3 INSURANCE

The lease will further require that the proposer provide general liability insurance coverage to the limits specified in the lease agreement. The City of Ashland, its elected officials, officers and employees shall be listed as additional insured on the insurance policy.

### 6.1.4 RENTAL FEE

Proposer shall pay a rental fee for use of the property. The rental fee will be based upon the acreage utilized and other factors to be negotiated.

### 6.1.5 TID ANNUAL CHARGE

Proposer shall be responsible for payment of the Talent Irrigation District (TID) annual charge for irrigation on the property. The current TID fees are approximately \$5,873.60.

### 6.1.6 ODF FIRE PROTECTION FEES

Proposer shall also pay the annual fee assessed by the Oregon Department of Forestry for fire protection service. The previous year's cost for these services was \$1,787.92.

### 6.1.7 PROPERTY TAXES

Proposer shall also be required to pay the annual property taxes as assessed by Jackson County. The previous years taxes, based upon an EFU (Exclusive Farm Use) zoning were \$897.35.

## 6.2 Form

The consultant selected by the City will be expected to enter into a written Lease in substantially the same form as attached to this RFP. The Proposal should indicate acceptance of the City's Lease provisions.

### Lease Duration – 24 months

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2019 (\$15.39 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$21,507.75 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$21,507.75.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

### 6.3 Business License Required

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

### 6.4 Insurance Requirements

Contactors shall at its own expense provide the following insurance:

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

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

### 6.5 Laws and Regulations

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

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

## SECTION 7 - INSTRUCTIONS TO PROPOSERS

### 7.1 General

All proposals and any resulting lease are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B.

### 7.2 Information of Record

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

### 7.3 Proposal Preparation and Format

- Proposals shall be typewritten in 12 point font minimum.
- Except for proposer attachments, proposal form and resumes, the Proposal shall contain no more than 4 pages, including cover sheet.
- Four (4) original signed proposals must be included.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile Proposals shall be accepted.
- The electronic submission of a Proposal will not be permitted.
- To be considered, all Proposals must be received by the City prior to the date and time set for Proposal closing.

### 7.4 Signature on Proposal

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

### 7.5 Preparation Costs

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

### 7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

### 7.7 Definitions

For the purpose of this RFP:

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

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

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

**"Council"** means City of Ashland Council

**"Department"** means the City of Ashland Public Works Department.

**"Imperatrice Ranch"** or **"property"** means 840 acres of land owned by City of Ashland and comprised of the following tax lots: 38 1E 27 TL 100; 38 1E 28 TL 500, 600 and 700; and 38 1E 32 TL 100 and 200 and 38 1E 33 TL 200.

**"Manager"** means the City of Ashland Project Manager.

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

**"RFP"** means Request for Proposal.

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

**"Services"** means the services to be performed under the negotiated lease agreement.

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

## 7.8 Questions and Clarifications

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

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

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

## 7.9 Protest of Requirements

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

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

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or lease document.

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

PROPOSAL PROTEST  
Proposal No. **2019-29**  
City of Ashland Public Works Dept.  
ATTN: Mike Morrison  
20 East Main St  
Ashland, OR 97520

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

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

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



### 7.10 Protest of Lease Award

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

### 7.11 Proposal Modification

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

### 7.12 Proposal Withdrawals

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

### 7.13 Proprietary Information

The City is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

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

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

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

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

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction.

#### 7.14 Terms and Conditions

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

#### 7.15 Proposal Opening

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

**PROPOSER INFORMATION:**

\_\_\_\_\_  
Proposer Company Name

\_\_\_\_\_  
Company Address (from which work will be performed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
FEDERAL ID NUMBER

Printed Name of Person Signing RFP: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT B**

**CITY OF ASHLAND, OREGON**

**City of Ashland**  
**LIVING**  
**WAGE**

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



**\$15.39** per hour, effective June 30, 2019.

**The Living Wage is adjusted annually every June 30 by the Consumer Price Index.**

**Employees must be paid a living wage:**

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$21,507.75** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$21,507.75**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

**For additional information:**

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

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



**EXHIBIT C**

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

- \_\_\_\_\_ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

\_\_\_\_\_  
Consultant's signature

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |  |   |
|--|--|---|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>  |   |
|  | <p><b>2</b> Business name/disregarded entity name, if different from above</p>   |   |
|  | <p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>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.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>  | <p>Requestor's name and address (optional)</p>  |
|  | <p><b>6</b> City, state, and ZIP code</p>  |   |
|  | <p><b>7</b> List account number(s) here (optional)</p>   |   |

### 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   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> |   | - |   | - |  |
|  | - |   | - |   |  |
| OR   |   |   |   |   |  |
| Employer identification number   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>  |   | - |   |   |  |
|  | - |   |   |   |  |

### Part II Certification

Under penalties of perjury, I certify that:

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

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

|                  |   |                     |
|------------------|---|---------------------|
| <b>Sign Here</b> | <p>Signature of U.S. person ▶ _____</p> | <p>Date ▶ _____</p> |
|------------------|---|---------------------|

### 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](http://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.*

**ADDENDUM NO. 1  
TO THE REQUEST FOR PROPOSAL  
DOCUMENTS FOR PROJECT NO. 2019-29  
BENEFICIAL USE AND LEASE OF THE CITY’S “IMPERATRICE” PROPERTY**

This addendum issued this **26th day of November 2019** affects the request for proposal documents for, and shall be deemed an integral part of, the above referenced documents.

**1 BID SUBMITTAL DEADLINE**

The bid submittal deadline is not changed by this addendum.

**2 REQUEST FOR PROPOSAL**

The project description, meetings, and evaluation criteria are changed by this Addendum as follows:

**2.1 Was: Section 2 - SCHEDULE**

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

|    | <b>EVENT</b>   | <b>DAILY COUNT (CALENDAR DAYS)</b> | <b>DATE</b> |
|----|--|------------------------------------|-------------|
| 1. | Request for Proposal Released  | 0                                  | 11/22/2019  |
| 2. | Non-Mandatory but highly recommended meeting of interested proposers.  | 10 days prior to Proposal Closing  | 11/28/2019  |
| 3. | Last Date for Request for changes/Protest for Specifications/Questions | 8 days prior to Proposal Closing   | 11/30/2019  |
| 4. | Last Date for City to Post Addenda                                     | 3 days prior to Proposal Closing   | 12/09/2019  |
| 5. | Closing Date (last day to submit Proposals)                            | ~21 days after Proposal Release    | 12/13/2019  |
| 6. | Responses Evaluated  | ~15 days after Closing Date        | 12/28/2019  |
| 7. | Interviews Held (if necessary)   | ~25 days after Closing Date        | 1/07/2020   |
| 8. | Intent to Award Announced  | ~30 days after Closing Date        | 1/14/2020   |
| 9. | Lease Negotiations   | ~40 days after Closing Date        | 1/22/2020   |

**IS: SECTION 2 - SCHEDULE**

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



|    | <b>EVENT</b>   | <b>DAILY COUNT (CALENDAR DAYS)</b> | <b>DATE</b> |
|----|--|------------------------------------|-------------|
| 1. | Request for Proposal Released  | 0                                  | 11/22/2019  |
| 2. | Non-Mandatory but highly recommended meeting of interested proposers.  | 10 days prior to Proposal Closing  | 12/03/2019  |
| 3. | Last Date for Request for changes/Protest for Specifications/Questions | 8 days prior to Proposal Closing   | 12/05/2019  |
| 4. | Last Date for City to Post Addenda                                     | 3 days prior to Proposal Closing   | 12/09/2019  |
| 5. | Closing Date (last day to submit Proposals)                            | ~21 days after Proposal Release    | 12/13/2019  |
| 6. | Responses Evaluated  | ~15 days after Closing Date        | 12/28/2019  |
| 7. | Interviews Held (if necessary)   | ~25 days after Closing Date        | 1/07/2020   |
| 8. | Intent to Award Announced  | ~30 days after Closing Date        | 1/14/2020   |
| 9. | Lease Negotiations   | ~40 days after Closing Date        | 1/22/2020   |

**2.2 ADDED: SECTION 2.1 – NON-MANDATORY MEETING**

A non-mandatory pre-proposal meeting will be held in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 on December 3, 2019 at 1pm. This pre-proposal meeting will be a chance for interested parties to ask clarifying questions of the RFP. Any questions deemed substantial will be released through a formal addendum.

**3 QUESTIONS AND ANSWERS**

No Q&A are provided with this addendum.

**4 INFORMATION**

No additional information is provided with this addendum.

**END OF ADDENDUM**

