



# Council Business Meeting

July 18, 2023

|                    |   |                         |  |
|--------------------|---|-------------------------|--|
| <b>Agenda Item</b> | Resolution 2023-22 Budget Supplemental for ODOE grant with Stracker Solar   |                         |  |
| <b>From</b>        | Mariane Berry   | Title: Finance Director |  |
| <b>Contact</b>     | Mariane.Berry@ashland.or.us   |                         |  |
| <b>Item Type</b>   | Requested by Council <input checked="" type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> |                         |  |

**SUMMARY**

During the course of the Biennium there are times that budget adjustments are necessary. The proposed budget adjustment does not increase appropriations by more than ten percent and is necessary in order recognize and appropriate unbudgeted revenue.

**POLICIES, PLANS & GOALS SUPPORTED**

N/A

**BACKGROUND AND ADDITIONAL INFORMATION**

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

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

On June 20, 2023, Ashland City Council approved a Special Procurement for Photovoltaic Solar Installation at the City’s Incorporation Yard by Stracker Solar Inc. The procurement is part of a partnership between the City and Stracker Solar under the Community Renewable Energy Program (CREP) of the Oregon Department of Energy (ODOE). Stracker Solar will install Stracker PV systems in the City’s incorporation yard within the parking lot area. The system will also include electric vehicle charging stations and battery backup.

The budget amendment recognizes the grant revenue and an increase in appropriations for the biennial budget:

|  |                                      |                   |
|--|--------------------------------------|-------------------|
| <b><u>Increase In resource:</u></b>      |                                      |                   |
| Electric Fund                            | Grant Revenue                        | 940,000           |
|  | <b>Total Increased Resource</b>      | <b>\$ 940,000</b> |
| <b><u>Increase In appropriation:</u></b> |                                      |                   |
| Electric Fund                            | Professional Services                | 940,000           |
|  | <b>Total Increased Appropriation</b> | <b>\$ 940,000</b> |

**FISCAL IMPACTS**

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

**SUGGESTED NEXT STEPS**

That the Council adopt the attached resolution to authorize proposed changes as defined within this report for a 2023-25 BN supplemental budget.





# Council Business Meeting

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to adopt Resolution No. 2023-22 authorizing a 2023-25 BN supplemental budget.

## **REFERENCES & ATTACHMENTS**

Attachment 1: Resolution Adopting the Supplemental Budget

Attachment 2: Staff Supplemental Budget Request

## **RESOLUTION NO. 2023-22**

### **A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE 2023-25 BIENNIUM BUDGET**

#### **RECITALS:**

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

#### **THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:**

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

|                                  | <u>Additional appropriations:</u> |                   |
|----------------------------------|-----------------------------------|-------------------|
|                                  | <u>Appropriation</u>              | <u>Resource</u>   |
| <u>Electric Fund</u>             |                                   |                   |
| Electric - Electric Distribution | 940,000                           |                   |
| Intergovernmental                |                                   | 940,000           |
|                                  | <b>\$ 940,000</b>                 | <b>\$ 940,000</b> |
|                                  |                                   |                   |
|                                  |                                   |                   |

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and takes effect upon signing by the Mayor.

\_\_\_\_\_  
Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tonya Graham, Mayor

Reviewed as to form:

\_\_\_\_\_  
Douglas M. McGeary, Acting City Attorney

## Budget Supplemental Request

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Explanation of request:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### New Revenue

| Account Number           | Line Item Name | Amount |
|--------------------------|----------------|--------|
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
| Total Amount of Transfer |                |        |

### Additional Appropriations (Expense)

| Account Number           | Line Item Name | Amount |
|--------------------------|----------------|--------|
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
|                          |                |        |
| Total Amount of Transfer |                |        |

Requested By: TAMcB 999

Approved By: Marianne Berry 7/10/21  
Department Head

# Memo

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TO: Joseph L. Lessard, City Manager  
FROM: Tami De Mille-Campos, Administrative Analyst  
DATE: 7/11/2023  
RE: City Manager Signature Needed for Stracker contract

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**Background:** This item is coming to you for signature after Council approval on 6/20/23, please see the attachments for more info.

**Council Action:** Approved 6/20/23

**Signatures Required:**

1. Finance Director on Form 3 *MB*
2. City Manager on Form 3
3. City Manager on page 5 of agreement
4. City Manager on page 3 of City addendum

**Other Relevant Information:** None

**Insurance waived or reduced?** No

**Who to return to if different from sender?**

**Are all other signatures required collected?** Yes

*If no, please collect before sending them to the City Manager.*

**Are all attachments listed included?** Yes



**FORM #3**

**CITY OF  
ASHLAND**

A request for a Purchase Order

**REQUISITION**

Date of request:

07/11/2023

Required date for delivery:

Vendor Name  
Address, City, State, Zip  
Contact Name & Telephone Number  
Email address

Stracker Incorporated  
645 A St Ashland, Or 97520

**SOURCING METHOD**

|   |  |   |
|---|--|---|
| <input type="checkbox"/> <b>Exempt from Competitive Bidding</b><br>Reason for exemption: _____<br><input type="checkbox"/> AMC 2.50 _____<br><input type="checkbox"/> Written quote or proposal attached  | <input type="checkbox"/> <b>Invitation to Bid</b><br>Date approved by Council: _____<br>_____ (Attach copy of council communication)   | <input type="checkbox"/> <b>Emergency</b><br><input type="checkbox"/> Form #13, Written findings and Authorization<br><input type="checkbox"/> Written quote or proposal attached<br>_____ (If council approval required, attach copy of CC)  |
| <input type="checkbox"/> <b>Small Procurement</b><br><b>Not exceeding \$5,000</b><br><input type="checkbox"/> Direct Award<br><input type="checkbox"/> Verbal/Written bid(s) or proposal(s)   | <input type="checkbox"/> <b>Request for Proposal</b><br>Date approved by Council: _____<br>_____ (Attach copy of council communication)<br><input checked="" type="checkbox"/> <b>Request for Qualifications (Public Works)</b><br>Date approved by Council: 6/20/23<br>_____ (Attach copy of council communication) | <input type="checkbox"/> <b>Cooperative Procurement</b><br><input type="checkbox"/> State of Oregon<br>Contract # _____<br><input type="checkbox"/> State of Washington<br>Contract # _____<br><input type="checkbox"/> Other government agency contract<br>Agency _____<br>Contract # _____  |
| <b>Intermediate Procurement</b><br><b>GOODS &amp; SERVICES</b><br><b>Greater than \$5,000 and less than \$100,000</b><br><input type="checkbox"/> (3) Written bids & solicitation attached<br><b>PERSONAL SERVICES</b><br><b>Greater than \$5,000 and less than \$75,000</b><br><input type="checkbox"/> Less than \$35,000, by direct appointment<br><input type="checkbox"/> (3) Written proposals & solicitation attached<br><input type="checkbox"/> Form #4, Personal Services \$5K to \$75K | <input type="checkbox"/> <b>Sole Source</b><br><input type="checkbox"/> Applicable Form (#5, 6, 7 or 8)<br><input type="checkbox"/> Written quote or proposal attached<br><input type="checkbox"/> Form #4, Personal Services \$5K to \$75K<br>Date approved by Council: _____<br>Valid until: _____ (Date)          | <input type="checkbox"/> <b>Intergovernmental Agreement</b><br>Agency _____<br><input type="checkbox"/> Annual cost to City does not exceed \$25,000.<br>Agreement approved by Legal and approved/signed by<br>City Administrator. AMC 2.50.070(4)<br><input type="checkbox"/> Annual cost to City exceeds \$25,000, Council<br>approval required. (Attach copy of council communication) |

**Description of SERVICES**

|  |                                    |
|--|------------------------------------|
| Dual-axis solar photo-voltaic trackers and solar EPCM services | <b>TOTAL COST</b><br>\$ 940,000.00 |
|--|------------------------------------|

| Item # | Quantity | Unit | Description of MATERIALS | Unit Price | Total Cost |
|--------|----------|------|--------------------------|------------|------------|
|        |          |      |                          |            |            |
|        |          |      |                          |            |            |
|        |          |      |                          |            |            |

Per attached quote/proposal

**TOTAL COST**  
\$

Project Number \_\_\_\_\_ Account Number 1 1 1 8 0 0 - 7 0 4 1 0 0

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

\*Expenditure must be charged to the appropriate account numbers for the financials to accurately reflect the actual expenditures.

IT Director in collaboration with department to approve all hardware and software purchases: \_\_\_\_\_  
 IT Director Date Support -Yes / No

By signing this requisition form, I certify that the City's public contracting requirements have been satisfied.

Employee: \_\_\_\_\_ Department Head: [Signature] 7.12.23  
 (Equal to or greater than \$5,000)

Department Manager/Supervisor: \_\_\_\_\_ City Manager: [Signature]  
 (Greater than \$35,000)

Funds appropriated for current fiscal year: YES / NO  
 Finance Director- (Equal to or greater than \$5,000) Date 7/12/23

Comments: \_\_\_\_\_

**Proprietary & Confidential**  
**Commercial Solar Fabrication and Installation Agreement**

This Commercial Solar Fabrication and Installation Agreement (“the Agreement”) is made on **June 28, 2023**, by and between **The City of Ashland Oregon** (“City”) (“Owner”) and **STracker Incorporated**, an Oregon corporation providing elevated, dual-axis Solar Photo-Voltaic (PV) trackers (“STrackers”) and Solar EPCM services (“Contractor”).

**RECITALS:**

1. Owner and Contractor (together, the “Parties”) enter into this Agreement for the purpose of installing a high-efficiency, sun-tracking, solar electricity generation system combined with a battery backup system, to allow a microgrid and new Level3 EVCS at the City Electric Building (“the Project”).
2. The project costs will be paid for, or reimbursed, with funds from the Oregon Department of Energy Community Renewable Energy Program (CREP) grant already secured by the Contractor and already awarded to the Owner.
3. The system will consist of six (6) 12.6kW Stracker S1B units located over the existing parking lot to the south of the electric building, as well as an anticipated 80kW battery backup system and Level-3 EVCS station(s) with accommodation for future Vehicle to Grid (V2G) option when commercially available.
4. Battery size and the number of EVCS units will be maximized within cost restraints of the CREP grant and City preference.
5. The Contractor will engage local subcontractors to perform portions of the work including the PV and Battery systems interconnection work with Ashland Electric.
6. The Parties enter into this Agreement in good faith, with a commitment to integrity, transparency, mutual respect, the highest level of professionalism and the least disruption to the City in all dealings pertaining to the Agreement.

**AGREEMENT:**

The Parties to this Agreement hereby agree as follows:

**1. Scope of Work - Contractor shall:**

- a. Furnish all Engineering, Procurement and Construction Management (EPCM) services for the complete and proper, code-approved Ashland Electric Distribution grid connected Solar, Battery and EVCS system similar to that depicted in Exhibit A - Preliminary Site Plan.
- b. Contractor will supply Owner an ongoing accounting of the project’s finances, permitting and construction statuses, and provide the documentation as set forth in Exhibit D - System Documentation. Owner is to supply and help install the project’s 480V City Transformer.
- c. Upon receipt of the deposit from Owner as set forth herein, Contractor will direct fabrication of the STracker units, complete system designs & permitting, procure materials and subcontract with local contractors to help perform the work.
- d. A rough listing of the Scope of Work items, and their historical time-lines, are shown in Exhibit E- Possible Project Schedule. It is understood that supply chain or other unexpected issues could significantly affect this schedule.



2. **Time of Completion.** The construction portion of the Project shall commence after written approval from Owner and the garnering of all appropriate planning and building permits. The construction work is expected to be completed within sixty (60) days of its commencement and not later than December 31, 2023, barring unexpected Supply Chain or Utility Interconnection delays.
3. **Cooperation and Planning.** The Parties acknowledge the importance of cooperation and planning for the most efficient building of this showcase installation and will work together to optimize Project staging and construction to minimize disruption to the City's business. Owner is expected will share available items and details that will be of value in the planning, permitting, design and construction portions of the Project.
4. **Contract Price.** Owner agrees to pay Contractor \$940,000 ("Project Total") for the manufacturing, installation, and configuration of the STracker S1B PV, Battery, Microgrid and EVCS Systems, similar to the grant-allowed financial projections shown in Exhibit B - Project Budget. Installation includes all materials, methods, and labor costs, as well as the permitting and final approvals required for a complete and proper installation necessary for the Project. Battery sizing and the number of EVCS stations will increased as allowed to utilize all of the project-allocated CREP grant money.
5. **Progress Payments.** Owner agrees to pay Contractor the following amounts, recorded as a percentage of the Project Total, upon Contractor's completion of the following milestone events. Upon completion of each milestone, Contractor shall submit to Owner an invoice for the associated progress payment.

Payments for all Contractor invoices shall be due within seven (7) calendar days of the invoice issue date or within five (5) business days of receipt, whichever occurs later. Unless otherwise requested by Owner, invoices shall be delivered via email.

| # | Milestone                       | Description   | Percentage of Project Total |
|---|---------------------------------|---|-----------------------------|
| 1 | Contract Execution              | Parties have approved and signed the Agreement.   | 30%                         |
| 2 | Preliminary Site Infrastructure | Subcontractors retained, required permits procured, site infrastructure work is completed and STracker(s) have been fabricated. | 30%                         |
| 3 | Operational Testing             | Completion of initial operational testing of STracker and Battery systems   | 30%                         |
| 4 | System Operational              | Completion of STracker and Battery installations, full system implementation, final city/county approval of required permits    | 10%                         |

6. **Work Quality.** All work shall be completed in a high-quality manner and in compliance with applicable building and electrical codes, local laws, and utility company requirements, and fulfillment of appropriate utility interconnection obligations.
7. **Project Approval.** Contractor shall furnish to Owner a plan including construction and equipment specifications for the Project, and obtain Owner's approval for such plans, specifications, materials, and equipment prior to the commencement of the installation work.
8. **Warranties.** All commercial, off-the-shelf equipment and materials used in the Project shall be provided with original manufacturers' warranties where and as applicable. The work performed under this Agreement will be warranted per Exhibit C - Warranty Provisions.
9. **Licensing.** To the extent required by the law, all work on the Project shall be performed by individuals duly licensed and authorized by law to perform said work.
10. **Subcontractors.** Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall be fully responsible for payment of said subcontractors and in all instances remain responsible to Owner for the proper completion of this Agreement.
11. **Release/Waivers.** Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided prior to the time the final payment shall be due.
12. **Change orders.** Any alterations or deviation to the above specifications will be executed only upon a written order for same, signed by both Parties. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to or deducted from the contract price of this Agreement. Such change orders shall be incorporated in and become a part of this Agreement.
13. **Insurance.** Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following:
  - (1) Occurrence-based commercial general liability insurance (including contractual, products and completed operations coverage) with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000
  - (2) Workers compensation insurance as required by law.
14. **Permits.** Contractor shall obtain all permits necessary for the Project work to be performed.
15. **Site maintenance.** Contractor agrees to remove all debris and maintain (and have its subcontractors maintain) the City's premises in a clean and safe condition throughout the course of the Project.
16. **Independent Contractor.** Contractor is an independent contractor and is not an employee of Owner. Contractor shall furnish all equipment, tools, and supplies to accomplish the

assigned work, except as agreed to in writing by both Parties. Contractor maintains control over the manner in which the tasks are to be performed and the products made. Owner will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely Contractor's responsibility.

17. **Non-Disclosure.** "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information includes: any information that has been entrusted to one Party by the other Party or third parties, which the Party knows or should know is confidential. Each Party covenants that during and after the term of this Agreement, neither Party shall not disclose to anyone (except to the extent necessary to perform duties hereunder or as required by law) any confidential information concerning either Parties' business or affairs which may be acquired in the course of or incident to the Project. This covenant shall survive the termination of this Agreement.
18. **Termination of Contract.** The Agreement will terminate when the Project is complete and paid for, or upon agreement between the parties, with a final financial reconciliation to be completed within thirty (30) days of such termination.
19. **Indemnification and Limitation of Liability.** Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Party, or from any breach of this Agreement by the Party.
20. **Arbitration.** Any disputes which may arise under this Agreement, and which cannot be resolved by the Parties through good faith negotiation or mediation, will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration in Medford, Oregon before a single, mutually agreed upon arbitrator. Any arbitration award will be treated as Confidential Information.

21. **Notices.** Any notice shall be in writing and delivered in person, mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below, or sent via electronic mail. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3<sup>rd</sup>) day after date of deposit in the U.S. mail, or if via electronic mail, at the expiration of the second (2<sup>nd</sup>) day after the date the electronic mail was sent.

**Owner:**

The City of Ashland Oregon  
150 North Mountain Ave, Ashland, OR 97520  
Attn: Thomas Mc Bartlett III, Electric Director  
Email: [thomas.mcbartlett@ashland.or.us](mailto:thomas.mcbartlett@ashland.or.us)

**Contractor:**

STracker Incorporated  
645 A St, Ashland, OR 97520  
Attn: Jeff Sharpe PE, COO  
Email: [contact@strackersolar.com](mailto:contact@strackersolar.com)

22. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control.

23. **Governing Law and Venue.** This Agreement will be interpreted and enforced according to the laws of the state of Oregon and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Jackson County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

24. **Attorney Fees and Costs.** In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

**SIGNATURES:**

The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

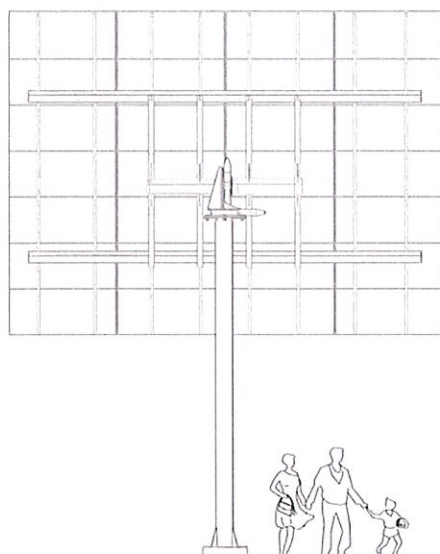
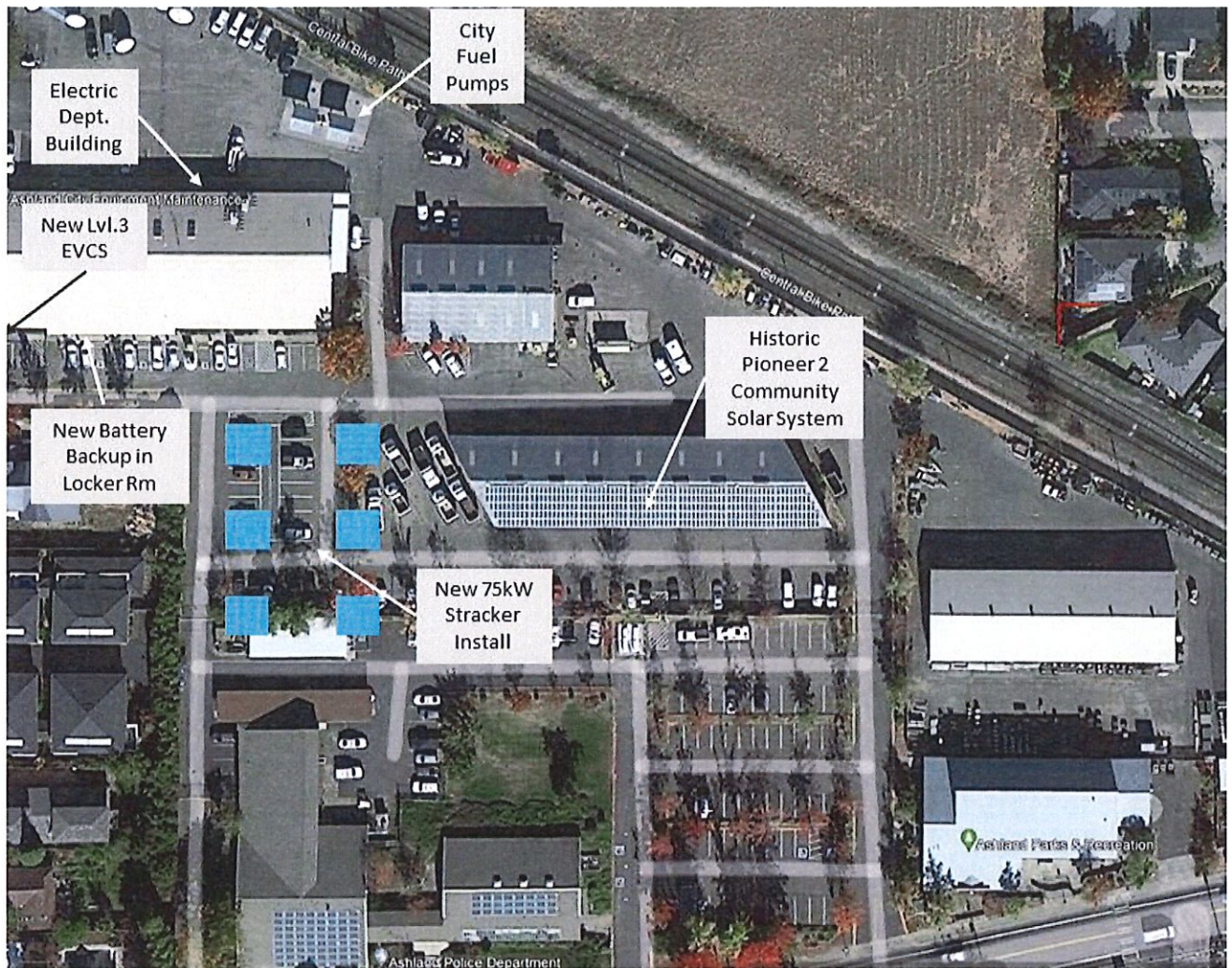
OWNER:

CONTRACTOR:

\_\_\_\_\_  
Thomas Mc Bartlett III, Electric Director  
City of Ashland Oregon

  
\_\_\_\_\_  
Jeff Sharpe, COO  
Stracker Incorporated dba Stracker Solar

# Exhibit- A Preliminary Project Site Layout



**Exhibit- B Project Budget**

|   |            |                     |                        |
|---|------------|---------------------|------------------------|
| <b>Ashland Service Center (6)S1B/EVCS/Battery</b>                     |            |                     |                        |
| 6.28.2023   | (6)S1B --> | <b>75.6</b>         | <b>kW BiFacial</b>     |
| <b>PROJECT COSTS</b> (no mark-up added to any subcontractor proposal) |            |                     |                        |
| <b>Stracker Solar</b>   |            |                     |                        |
| Project Management  | labor      | \$ (40,000)         |                        |
| CREP Grant Administration costs                                       | labor      | \$ (10,000)         |                        |
| Project Development & Permitting                                      | labor      | \$ (10,000)         |                        |
| (6) Bare Model S1B Strackers  | materials  | \$ (150,000)        |                        |
| Delivery & Assembly   | labor      | \$ (10,000)         |                        |
| Lot Lighting, EVCS, Misc  | materials  | \$ (175,000)        |                        |
| 10-year Maintenance agreement   | labor      | \$ (15,000)         |                        |
| <b>Dunnigan Engineering</b>   |            |                     |                        |
| Structural Certification & Site Inspection                            | labor      | \$ (10,000)         |                        |
| <b>Mayfield Renewables</b>  |            |                     |                        |
| Microgrid Design and Permitting                                       | labor      | \$ (15,000)         |                        |
| <b>PV Partner</b>   |            |                     |                        |
| (168) 450W BiF PV Modules or equal                                    | materials  | \$ (56,700)         | /W delivered<br>\$0.75 |
| Inverters, PV Wiring, Disconnects, Misc                               | materials  | \$ (70,000)         |                        |
| Installation, Incentives, Permitting, Misc                            | labor      | \$ (53,300)         |                        |
| <b>Battery Partner</b>  |            |                     |                        |
| Battery System and adjuncts   | materials  | \$ (110,000)        |                        |
| Design, Permitting, Instalation                                       | labor      | \$ (25,000)         |                        |
| <b>Electrician Partner</b>  |            |                     |                        |
| AC/DC Wiring, Electrical, Adjuncts                                    | materials  | \$ (40,000)         |                        |
| Install, Permit, Commission   | labor      | \$ (28,000)         |                        |
| <b>CCB Partner</b>  |            |                     |                        |
| Foundations, Conduit, Patching  | materials  | \$ (30,000)         |                        |
| Sitework & Installations  | labor      | \$ (20,000)         |                        |
| <b>Crane Partner</b>  |            |                     |                        |
| CraneWork   | labor      | \$ (5,000)          |                        |
| <b>Subcontractor Markup</b>   |            | \$ (46,300)         | 10%                    |
| <b>Contingency</b>  |            | \$ (20,700)         |                        |
| <b>PROJECT TOTAL</b>  |            | <b>\$ (940,000)</b> |                        |
| System Production Multiplier  |            | 2.25                | 3% self-shade          |
| Annual production from (6)BiFacial S1B                                |            | <b>170,100</b>      | kWh                    |

## Exhibit C – Warranty Provisions

Contractor warrants all electrical, electronic, and structural components of the Model S1 and maintains a healthy local inventory of all components for a rapid response time should problems ever occur.

- Steel Structure & Foundation  
Structural design & construction- **30 years**
- Tracker Actuators - Slew Drives  
Slew-drive actuator & Motor systems- **10 years**
- Control System  
Complete control systems- **10 years**
- Installation materials & methods  
STracker installation contractors warranty the installation for a minimum of **2 years**
- PV System-Specific Warranty Provisions  
PV system repair & warranties are provided & fulfilled by the partner PV Installer AES
  - PV modules typically carry a full **25-year** manufacturer linear performance warranty
  - Inverters typically have a **10 to 12 year**, often extendable to **25-year**, manufacturer warranty supplied and fulfilled by the PV Installer

**No-hassle maintenance plans** are available and recommended to assure proper annual lubrication, touch-up painting and energy production documentation.

## Exhibit D- System Documentation

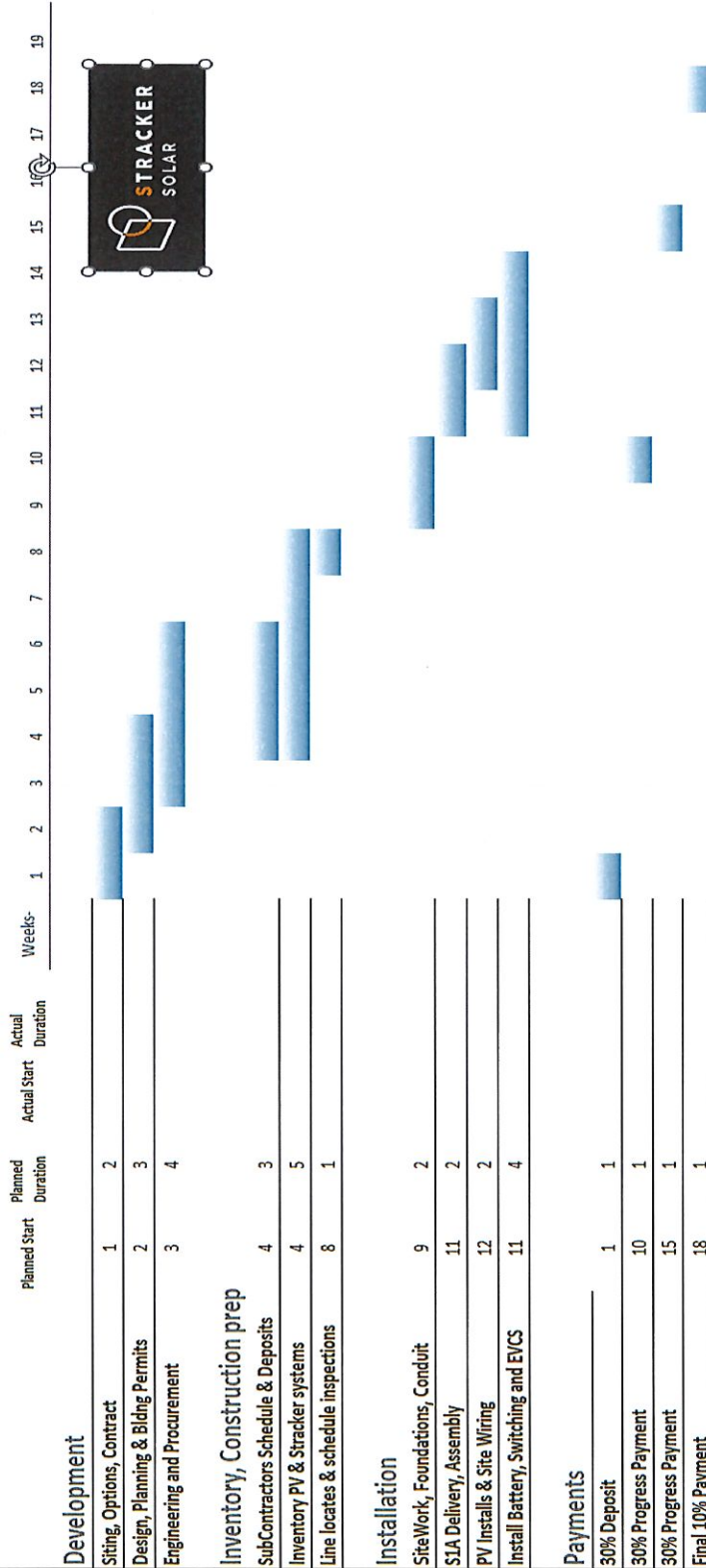
Contractor will deliver the following documentation to Owner upon project completion

1. All required permits, inspections, and final approvals
2. Project structural, electrical and interconnection diagrams
3. STracker Solar Owner's Manual
4. PV System Warranty and Operations Manuals (by PV Installer)
5. STracker, Inverter & Solar Module Model & Serial Numbers
6. Photos and Time-lapse videos of the construction and system operation

Exhibit E- Possible Project Schedule

# 2023 City of Ashland Service Center Solar/Battery/EVCS Project

Updated 6.28.2023





**Addendum to  
COMMERCIAL SOLAR FABRICATION AND INSTALLATION AGREEMENT (the  
“Agreement”)**

between

**S TRACKER INCORPORATED (“Provider”)  
and  
THE CITY OF ASHLAND, OREGON (“City”)**

To the extent this Addendum and the Terms and Conditions of the Agreement conflict, this Addendum shall control. This Addendum amends the Terms and Conditions of the Agreement as follows:

1. Add the following new Section 8a to the Agreement as follows:

a. Oregon Tax Law. Provider’s compliance with tax law:

(1) Provider represents and warrants to the City that:

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

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

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

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

(2) Provider’s failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement.

2. Add the following new Section 10a to the Agreement as follows:

- a. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
3. Replace and add the following new Section 17 to the Agreement as follows:
    - a. "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use.
    - b. Notwithstanding the above, disclosure of confidential or other intellectual property is subject to Oregon public records law, ORS 192.005 to 192.170. To the extent permitted under Oregon Public Records Law, each party shall hold in confidence and shall not disclose, or use or otherwise exploit for their own benefit or the benefit of any other person or entity, the Confidential Information of the other party, except that:
      - i. Each party may disclose Confidential Information to those of its representatives who need to know the particular information to carry out the purposes of this Agreement, provided that each representative is informed of the obligations of confidentiality under this Agreement.
      - ii. City will without undue delay inform Provider of any request for "Confidential" Information as defined herein, but the City will defer to the Provider to defend Provider's interest against any and all disclosure should a request for any public record which relates or pertains to such "Confidential" Information.
    - c. The City will not interfere with the Provider's defense to prevent disclosure, although it will follow any directive by those public officials legally qualified to direct the City to disclose such public records and in a manner as so directed. The City is not required to expend funds or resources to perform any defense on behalf of or in lieu of Provider to protect against disclosure of "Confidential" Information.
  4. Replace and add the following new Section 19 to the Agreement as follows:

**Indemnification and Limitation of Liability.** Except as in accordance with and as limited by ORS 30.260 to 30.300 (Oregon Tort Claims Act) and the Oregon Constitution Section XI(9) as applied to the City of Ashland, each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation

interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Party, or from any breach of this Agreement by the Party.

Add the following new Section 23a to the Agreement as follows:

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

5. Except as specifically modified by this Addendum, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Addendum to be signed in their respective names by their duly authorized representative as of the dates set forth below.

**THE CITY OF ASHLAND, OREGON**

By: 

Joseph L Lessard

Title: City Manager

Date: 7/12/23

**STRACKER INCORPORATED**

By: 

(must be Officer of the Company)

Printed Name: Jeffery Sharpe

Title: Founder & COO

Date: July 7, 2023

Approved as to form:



Douglas M McGeary  
Acting City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number 002

|  |   |   |
|--|---|---|
| POLICY NUMBER<br>MP003600200652904                             | POLICY CHANGES<br>EFFECTIVE<br>06/27/2023 | COMPANY<br><b>Mesa Underwriters Specialty<br/>Insurance Company</b> |
| NAMED INSURED<br>SHARPE ENERGY SOLUTIONS, INC. AND STRACKER, I |   | AUTHORIZED REPRESENTATIVE<br><br>36002<br>HULL AND COMPANY, LLC     |
| COVERAGE PARTS AFFECTED  |   |   |

IN CONSIDERATION OF THE ADDITIONAL PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY IS AMENDED AS FOLLOWS: INCREASING GENERAL LIABILITY LIMITS TO \$2 MILLION/ \$2 MILLION/ \$2 MILLION ADDING ADDITIONAL INSURED PER FORM CG 2010 (04/13)-ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION  
ADDITIONAL PREMIUM: \$837.00

06/30/2023 JT OIP

All other terms and conditions of this policy remain unchanged.

Additional SL Tax: \$16.74  
Additional Stamping fee: \$2.51



**GENERAL LIABILITY Coverage Part Declarations**

MESA UNDERWRITERS SPECIALTY  
**INSURANCE COMPANY** A Stock Company  
 40 Wantage Avenue, Branchville, NJ 07890

Policy Number: MP003600200652904  
 Named Insured: SHARPE ENERGY SOLUTIONS, INC. AND STRACKER, INC.  
 DBA: \_\_\_\_\_  
 Effective Date: 10/16/2022

**LIMITS OF INSURANCE**

|  |              |
|--|--------------|
| General Aggregate Limit (Other Than Products / Completed Operations) | \$ 2,000,000 |
| Products / Completed Operations Aggregate Limit                      | \$ 2,000,000 |
| Personal and Advertising Injury Limit                                | \$ 2,000,000 |
| Each Occurrence Limit  | \$ 2,000,000 |
| Damage To Premises Rented to You Limit (Any 1 Premises)              | \$ 100,000   |
| Medical Expense Limit (Any 1 Person)                                 | \$ 5,000     |

**Location(s) Of All Premises you Own, Rent or Occupy, Classification & Premium Provided**

| Code No. | Classification Description                                 | Premium Basis / Exposure* | Rate                  |                     | Advanced Premium      |                    |
|----------|--|---------------------------|-----------------------|---------------------|-----------------------|--------------------|
|          |  |                           | Premises / Operations | Products / Comp Ops | Premises / Operations | Products / CompOps |
| Loc. No. | Street Address   | Street Address            | City                  |                     | State                 | Zip                |
| 001)     | 645 A ST   |                           | ASHLAND               |                     | OR                    | 97520              |
| 52435    | Electrical Generating Machinery Mfg                        | e 500,000                 | 1.3800                | 9.9500              | \$691                 | \$4,975            |
| 91585    | Contractors - subcontractors - buildings                   | c 350,000                 | 5.4500                | 6.1000              | \$1,906               | \$2,134            |
| 41620    | Construction or Project Managers (Other than s 600,000 NY) |                           | 5.4000                | Included            | \$3,240               | Included           |

- |  |   |       |
|--|---|-------|
| <input type="checkbox"/> Abuse and Molestation Limited Coverage    | <input checked="" type="checkbox"/> Increased Limits          | 2,589 |
| <input type="checkbox"/> Assault and Battery Limited Coverage      | <input type="checkbox"/> Hired Automobile                     |       |
| <input checked="" type="checkbox"/> Additional Insured(s)          | <input type="checkbox"/> Non-Owner Automobile                 | 50    |
| <input type="checkbox"/> Employee Benefit Liability Coverage       | <input type="checkbox"/> Stop Gap                             |       |
| <input type="checkbox"/> Liability Enhancement Coverage            | <input type="checkbox"/> Swimming Pool Pop-up Coverage        |       |
| <input checked="" type="checkbox"/> Waiver of Subrogation Coverage | <input type="checkbox"/> Primary & Non Contributory Coverage  | 50    |
| <input type="checkbox"/> Lost Key Coverage                         | <input type="checkbox"/> Timber Overcut Coverage              |       |
| <input type="checkbox"/> Limited Pollution Coverage                | <input type="checkbox"/> Limited Pollution Lawn Care Coverage |       |
| <input type="checkbox"/> Earth Movement Coverage                   | <input type="checkbox"/> Ohio Pesticides Coverage             |       |
| <input type="checkbox"/> Misc Professional Liability Coverage      | <input type="checkbox"/> Alarm Systems Cont E&O Coverage      |       |
| <input type="checkbox"/> Swimming Pools - Dwelling Coverage        | <input type="checkbox"/> Contractors Liability Bundle         |       |
| <input type="checkbox"/> Other:                                    |   |       |

\*Premium Basis Types: a - Area (per 1,000 Square feet of area) c - Cost (per \$1,000 Total Cost) m - Admissions (per 1,000 Admissions)  
 p - Payroll (per \$1,000 of Payroll) s - Sales (per \$1,000 Gross Sales) t - Total (per each) u - Units (per Unit)

|                                      |  |
|--------------------------------------|--|
| <b>Total Annual Premium:</b>         | <b>\$ 15,635</b>                       |
| <b>Forms/Endorsements Applicable</b> | See Schedule of Forms and Endorsements |

**GENERAL LIABILITY Coverage Part Declarations**

MESA UNDERWRITERS SPECIALTY  
INSURANCE COMPANY A Stock Company  
40 Wantage Avenue, Branchville, NJ 07890

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Conditions, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):           | Location(s) Of Covered Operations |
|---|-----------------------------------|
| City of Ashland, Public Works, 20 East Main Street, Ashland, OR 97520 | Per written contract.             |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above  
**Stracker Incorporated**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**645 A Street**

**6** City, state, and ZIP code  
**Ashland, OR 97520**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | - | 5 | 1 | 9 | 2 | 7 | 5 | 4 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ **03/20/2023**

## 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.*



# Council Business Meeting

June 20, 2023

|                    |   |  |
|--------------------|---|--|
| <b>Agenda Item</b> | Approval of Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard (90 N. Mountain) by Stracker Solar Inc.                                  |  |
| <b>From</b>        | Scott Fleury PE<br>Thomas McBartlett III  | Public Works Director<br>Electric Utility Director |
| <b>Contact</b>     | <a href="mailto:Scott.fleury@ashland.or.us">Scott.fleury@ashland.or.us</a><br><a href="mailto:thomas.mcbartlett@ashland.or.us">thomas.mcbartlett@ashland.or.us</a>            |  |
| <b>Item Type</b>   | Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/> |  |

## **SUMMARY**

Before the Council is a request to approve a special procurement (Direct Award Contract) with Stracker Solar Inc. for installation of Photovoltaic (PV) Solar equipment at the City's Incorporation Yard, located at 90 North Mountain Avenue. This is the second phase associated with the previously authorized Memorandum of Understanding (MOU). The MOU established a partnership between the City and Stracker solar to develop a grant application and associated documentation for the Oregon Department of Energy's (ODOE) Community Renewable Energy Grant Program (CREP) grant. Per the MOU if awarded a grant upon application the City was to contract with Stracker Solar Inc. for the construction phase.

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

### **VISION STATEMENTS for Success:**

- Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known
- We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation
- We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future

### **Community:**

- Environmental resilience, including addressing climate change and ecosystem conservation

### **Organization:**

- Quality infrastructure and facilities through timely maintenance and community investment

### **CEAP Goals: Buildings + Energy**

- BE-1-2 Encouraging on-site and community solar energy production
- BE-1-3. Facilitate and encourage solar energy production.
- BE-1-4. Enhance production of on-site solar energy from City facilities.
- BE-3-1 Installing solar at City facilities

## **PREVIOUS COUNCIL ACTION**

The Council previously authorized entering into a Memorandum of Understanding with Stracker Solar for development of an Oregon Department of Energy (ODOE) Community Renewable Energy (CREP) Grant.

Council Business Meeting Staff Report: [Staff Report - May 17, 2022](#)





# Council Business Meeting

Council Business Meeting Minutes: [Minutes - May 17, 2022](#)

## **BACKGROUND AND ADDITIONAL INFORMATION**

A Special Procurement is used for the purpose of seeking an exemption from the formal competitive bid process required under Ashland Municipal Code 2.50.090 (G) (AMC), when a good or service price exceeds \$100,000. The special procurement process defines a custom contracting or alternative contracting approach and can be approved by the City Council per the AMC. The Special Procurement Approval Request Form (written findings), is attached for Council consideration and review.

Strackers are highly efficient, reliable and robust solar power systems. By following the exact location of the sun all day, every day, these dual-axis solar trackers produce 50-70% more electricity than traditional rooftop or fixed ground-mounted solutions with the same number and type of panels. In addition, Strackers allow full use of the ground below, since the powerful PV array is elevated atop a 20-foot steel pole. This unique feature makes them optimally suited for parking lots. The construction phase of the project is meant to install 75 kW Stracker PV systems in the City's incorporation yard located at 90 North Mountain within the parking lot area. The system will also include electric vehicle charging stations and battery backup.

## **FISCAL IMPACTS**

The fiscal impact associated with approval of the special procurement and work leading to this point, are all associated with the staff time across multiple departments necessary to bring previous and current actions before Council. There will be additional staff time necessary to coordinate with Stracker Solar for the construction and start up phases moving forward. The construction phase is supported by the ODOE CREP Grant received by the City of Ashland. The total not to exceed grant amount from ODOE is \$940,000 and will support the installation and connection of 6 Stracker Systems (75kW, electric vehicle charging stations and battery backup).

## **STAFF RECOMMENDATION**

Staff recommends Council approve the special procurement.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I Move to approve a special procurement "direct award" with Stracker Solar for installation of Stracker PV systems at the City's incorporation yard, located at 90 North Mountain Avenue per the Oregon Department of Energy approved grant application.

## **REFERENCES & ATTACHMENTS**

Attachment #1: Form 9 – Special Procurement

(MOU, Grant Award, MOU Staff Report – included)

Attachment #2: Site Layout Schematic