

by public dollars, not just the city's and county's own projects. Someday the same standard should apply to all large Portland construction sites as a condition of permitting.

This will take continuing work and strong leadership, against opposition which has prevailed for far too long. Without your leadership, the oldest and dirtiest diesels will continue to spew their toxics into our neighborhoods. We don't want to leave this problem for the younger generation to deal with. Thank you for the chance to speak to you today, and we'll be back with you tomorrow.

WESLEY WARD
617-921-4857
4315 SE 16TH AVE
PORTLAND 97202



New Member Orientation

Member Name: WENDA TAI
Membership: Keep Fit: All Club Super Sport LOYALTY REWARD Monthly Payment
Club Access Level: All Active Clubs, Sport Clubs and Super-Sport Clubs

Welcome to 24 Hour Fitness!

Your Membership Packet Includes: Your Membership Agreement; the Membership Policies; and the Physical Activity Readiness Questionnaire ; as well as a copy of Equipment and Services available to you

We want you to get the most out of your membership, and to inform you of some key points about your agreement and get you started!

Club Access: You have selected the club access level and type of membership that's right for you. As a reminder, club access depends on level and type of membership purchased. 'Club of Enrollment'/'One-Club' memberships allow you access to the one club only.'All-Club' memberships allow you access to all clubs at the same level, as well as those at lower level(s). 24 Hour Fitness has 4 levels of clubs:

- Ultra Sport (highest level)
- Super-Sport
- Sport
- Active (lowest level)

For example, if you purchase an All-Club Sport membership, you have access to any Sport level club, as well as Active clubs.

If you also purchased personal training sessions, please note the following:

- All personal training sessions must be completed within 6 months from date of purchase
- Your trainer may change during the course of your training agreement
- If you need to re-schedule a fitness appointment, 24 hours' notice is required to avoid being charged for the full session

For each workout, all members must:

- (1) Check in at the front desk. You can enroll in the Cardless Check-in system to allow you to access the club with a finger scan and a check-in code instead of having to bring a Photo ID with you. If you do not wish to enroll in the Cardless Check-in system, you will need to bring in a government-issued photo ID to check into the club each time you work out
- (2) Bring a workout towel and a lock for the locker room

'Membership Freeze' Rules

You may be eligible to freeze your membership for a temporary or extended period upon proof of the following:

- Medical reasons
- Military service
- Temporary job transfer
- Extended volunteer assignment

Please see your Membership Policies for more information

Cancellation Information:

3 Day Cancellation Right: You are entitled to a 3 business day period (3 day period) to notify 24 Hour Fitness that you wish to cancel your agreement and receive a full refund. Please see '...Buyers Right to Cancel page 1...' And Section 6 of your agreement for more details.

After the 3 Day Period: You can cancel your membership by providing written notice to the following address: 24 Hour Fitness, P.O. Box 787, Carlsbad, CA 92018. You can also visit or call any 24 Hour Fitness club, or call our Member Services department at 1-866-308-8179. Upon receipt of your request to cancel your membership, 24 Hour Fitness will apply your last month's dues; your club access and membership will end after your paid period ends, which includes any remaining paid days and last month's dues. See Section 6 of your agreement for more details.

Dues Increase:

- Monthly dues may only be increased a maximum of 5%, once per calendar year
 - No increase within the first 12 months of your membership; if you have a Loyalty Monthly Payment Membership no increases within the first 24 months of your membership
- Please see Section 3 of your agreement for more details.

Annual Fee: Each year, Member will be required to pay a non-refundable Annual Fee plus applicable taxes, if any, so long as the membership is in effect. Please see Section 3 of your agreement for more details.

Arbitration Agreement and Waiver of Class Action and Jury Rights:

- All disputes between you and us, except personal injury claims, will be resolved through binding arbitration or small claims court
- Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted
- If you do not want to be bound by this arbitration provision you must notify us of that fact within 90 days of this Agreement by providing written notice as detailed in Section 8(a).
- Personal injury claims are not subject to arbitration; personal injury claims will be handled in the courts

Please see Section 8 of your agreement for more details.

Release of Liability and Assumption of Risk: This agreement includes a Release of Liability and Assumption of Risk Provision in Section 10

Communications: See Sections 3(g) and (h) for information regarding marketing and account communications.

Communication 1259
12/12/2018

Statement to the City Council

Wednesday, 9:00 a.m.

Mayor Wheeler and Commissioners, Ladies and Gentlemen:

My colleague Don Stephens has asked me to speak in his place. I'm Wesley Ward; Don, Guy Berliner, and I live in Brooklyn, home of the U.P. Rail Yard. We are members of Portland Neighbors for Diesel Action, an informal group formed almost a year ago from our neighborhood association. Our goal is to heighten local awareness of, and concern about, diesel particulates; and to encourage you, our elected officials, to act as strongly as legally possible to reduce diesel pollution as quickly as possible. We do this for our health and that of neighborhoods across Portland.

In our work with neighborhoods, we hear real and growing concern about unregulated, toxic diesel. As a grassroots group of volunteers, we are kindling a fire of awareness to support those working on this issue at the ^{local and} state level. Now is the time to take a strong stand here against dirty diesels at all Portland construction sites funded

**PORTLAND CITY COUNCIL
COMMUNICATION REQUEST
Wednesday Council Meeting 9:30 AM**

Council Meeting Date: 12/12/18

Today's Date 10/29/18

Name Don Stephens

Address 908 SE Cora Portland OR 97201

Telephone 503-235-2174 Email shreddad@mac.com

Reason for the request:

Provide input on proposed regulations
regarding diesel emissions from
construction sites.

Don Stephens
(signed)

- Give your request in writing to the Council Clerk's office to schedule a date for your Communication. Use this form or email the information to the Council Clerk at the email address below.
- You will be placed on the Wednesday official Council Agenda as a "Communication." Communications are the first item on the Agenda and are taken at 9:30 a.m. A total of five Communications may be scheduled. Individuals must schedule their own Communication.
- You will have 3 minutes to speak and may also submit written testimony before or at the meeting. Communications allow the Council to hear issues that interest our citizens, but do not allow an opportunity for dialogue.

Thank you for being an active participant in your City government.

Contact Information:

Karla Moore-Love, City Council Clerk
1221 SW 4th Ave, Room 130
Portland, OR 97204-1900
(503) 823-4086
email:
Karla.Moore-Love@portlandoregon.gov

Sue Parsons, Assistant Council Clerk
1221 SW 4th Ave., Room 130
Portland, OR 97204-1900
(503) 823-4085
email:
Susan.Parsons@portlandoregon.gov

Request of Don Stephens to address Council regarding proposed regulations
on diesel emissions, (Communication)

from construction sites

DEC 12 2018

PLACED ON FILE

Filed DEC 04 2018

MARY HULL CABALLERO
Auditor of the City of Portland

By *Rosanne Parsons*
Deputy

**COMMISSIONERS VOTED
AS FOLLOWS:**

	YEAS	NAYS
1. Fritz		
2. Fish		
3. Saltzman		
4. Eudaly		
Wheeler		