



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, May 5, 2026
Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180.

Public comment is welcome on public forum topics and agenda items.
To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online [Public Comment Form](#) by 10 a.m. the day of the meeting.

6:00 p.m. Regular Business Meeting

I. CALL TO ORDER

- a. Land Acknowledgement**

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

- a. National Historic Preservation Month

V. APPROVAL OF MINUTES

- a. Minutes of the April 20, 2026 – Study Session Meeting
- b. Minutes of the April 21, 2026 - Business Meeting

VI. CONSENT AGENDA

- a. RESOLUTION OF THE CITY OF ASHLAND AUTHORIZING A LOAN FROM THE OREGON TRANSPORTATION INFRASTRUCTURE FUND BY ENTERING INTO A LOAN AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION

VII. SPECIAL PRESENTATIONS

Jackson County SART (Sexual Assault Response Team)

VIII. PUBLIC FORUM

IX. PUBLIC HEARING

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

XI. UNFINISHED BUSINESS





Council Business Meeting Agenda

- a. Staff Relocation Update & Resolution 2026-05 Reserving the Community Center and Pioneer Hall for Public Use

XII. NEW BUSINESS

- a. Final Recommendations: 2200 Ashland Street Ad Hoc Committee
- b. Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0
- c. Citizens' Budget Committee Appointment
- d. Request for Council to Consider Aiding Newport in Fight Against Detention Center

XIII. CITY MANAGER REPORT

- a. Look Ahead

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

XV. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

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

** LAND ACKNOWLEDGEMENT

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

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov.





A Proclamation in Honor of National Historic Preservation Month 2026

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability.

WHEREAS, the historic houses and buildings of Ashland help make our city unique and provide links with the City's founders and their descendants.

WHEREAS, these fine examples of nineteenth and twentieth century buildings contribute to an appreciation of our heritage.

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds.

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

WHEREAS, National Historic Preservation Month is in May. Ashland has selected the week of May 17th – 23rd, as Historic Preservation Week. Ashland's celebrations are co-sponsored by the City of Ashland's Historic Preservation Advisory Committee and the National Trust for Historic Preservation.

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim the month of May **2026** as National Historic Preservation Month and call upon the people of the City of Ashland to join their fellow citizens across the United States in recognizing and participating in this special observance. In Ashland we are Better Together.

Dated this 5th day of May 2026

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder



**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, April 20, 2026**

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

Council Present: Mayor Graham and Councilors Bloom, DuQuenne, Hansen, Kaplan, Dahle, and Sherrell.
Staff Present:

Sabrina Cotta	City Manager
Scott Fleury	Director of Public Works
Brandon Goldman	Director of Community Development

I. Call to Order

II. Reports and Presentations

a. Strategic Plan Update

Representatives from SSW Consulting presented an update on the City's strategic planning process. The overarching goals of the project were outlined as: developing Ashland's first long-range strategic plan through robust community and staff engagement, facilitating Council alignment on a shared vision and priorities, and clarifying the City's strategic direction over the next five to ten years. The project timeline called for continued engagement through the end of May, followed by theme analysis and plan development in June, with adoption targeted for late summer.

The engagement effort was outlined as well underway, with over 650 survey responses received to date—a record among communities SSW has worked with. Engagement channels include social media, e-newsletters, print materials, a utility bill insert reaching over 15,000 residents, 56 distribution locations, and 16 one-on-one stakeholder interviews with organizations including the Chamber of Commerce, SOU, OSF, and faith-based leaders. Upcoming in-person engagement events include Ashland First Friday, the Kids Music Jamboree, staff open houses, and outreach to schools, SOU, and community organizations through late May. Following the engagement period, themes will be synthesized and a draft plan developed through the summer.

Councilors asked whether a mid-process summary of survey themes would be shared with the Council and whether responses could be segmented by engagement channel to identify any variation in public sentiment across platforms. The consultants confirmed both were feasible and would determine the appropriate level of detail within the project budget. Consultants agreed to provide a complete list of interviewees along with how contacts had been categorized for various engagement activities. A request was also made for confirmation of school outreach and town hall dates, which the consultants indicated would be finalized and communicated within the week.

Councilors noted the City's strategic planning web page provides helpful context and consultants encouraged the use of the unique links provided to support response tracking. Cotta clarified that a separate poll regarding City Hall and Civic Center options are a distinct effort initiated by the legal department and unrelated to the strategic planning process.

b. 2026 Water Supply Update

Fleury provided an overview of the City's 2026 water supply outlook. Snowpack on Mount Ashland stood at approximately 2 percent of the 30-year median average and comparable to drought conditions experienced in 2014–2015. Inflow into Reeder Reservoir was running at 7 to 9 million gallons per day, well below the typical seasonal range of 15 to 20 million gallons per day. Summer community water demand typically ranges from 4.5 to 6 million gallons per day, driven largely by temperature.

Reeder Reservoir is the City's primary water source and is heavily dependent on snowpack. The City's secondary water source is the Talent Irrigation District (TID) with 1,369 acre-feet of municipal-use water rights and an irrigation season generally running from May 1 through September 30. While TID's upper reservoirs—Howard Prairie and Hyatt Prairie—were in better condition than in 2021–2022, a previous positive test for algal toxins in TID raw water in September 2020 required careful monitoring before use. The City is required by the Oregon Health Authority to test raw water intakes every two weeks for cyanobacteria during the irrigation season, and a positive exceedance would obligate issuance of a do-not-drink advisory. Fleury indicated that sampling will occur when TID comes online before any decision to pump its water to the treatment plant.

The City's third water source, the TAP (Talent–Ashland–Phoenix) Intertie, delivers fully treated water from the Medford Water Commission. The City holds 1,000 acre-feet of stored water in Lost Creek Lake with delivery capacity of 2.13 million gallons per day through its pump station. The pump station was designed with capacity for an additional pump station to reach 3 million gallons per day, and downstream system upgrades funded through ARPA grants were underway to support that capacity.

The current operational approach prioritizes TAP as the first supplemental source with TID as a blended secondary option pending water quality assessment. Staff anticipated beginning TAP draw in May or June and noted both supplemental sources might need to be used this year. The goal is to protect Reeder Reservoir levels through September and October – the most critical period for local wildfire risk. A permanent booster pump station was identified among the top five capital priorities along with the planned expansion of TAP capacity and replacement of the Granite Street Reservoir in the late 2020's / early 2030's.

Fleury reviewed the City's four-stage water curtailment ordinance and clarified the City Manager may declare a water shortage based on demand levels, reservoir volume, and drawdown trajectory. Voluntary conservation messaging would be deployed as soon as drawdown begins, and if the Medford Water Commission entered curtailment, TAP access for all partner communities would be affected accordingly.

Graham noted the importance of coordinated messaging of water conservation and wildfire risk reduction given the early onset of dry conditions. Fleury confirmed that public outreach would include news releases, utility inserts, event tabling, coordination with the Ashland Climate Collaborative, and regular updates to the City's real-time water use dashboard. The overarching message conveyed was for residents to begin using water wisely immediately.

c. Building Fund Update

Goldman explained that the Building Division is currently housed within the General Fund and operates at approximately 75 percent cost recovery—a target established by Council in 2019. Under state law, building permit fees are required to support building division activities only, and the prevailing model among Oregon jurisdictions is a dedicated Building Fund.

Two structural issues were identified as contributing to the funding gap: the fee schedule has not been comprehensively updated since 2019 and building permit fees rely on International Code Council (ICC) valuation tables that significantly understate actual construction costs in Ashland—sometimes by more than half. Staff proposed a phased approach to bridge the funding gap including an approximate 20 percent increase in building permit fees and an increase in the community development fee from 1.2 to 1.5 percent of construction valuation (with 0.5 percent directed to a dedicated building fund and 1.0 percent retained as General Fund revenue). The proposal targets slightly above 100 percent cost recovery to enable the building of a reserve, with a long-term target of a 15 percent reserve and 3 percent contingency.

Council discussion touched on the rationale for the prior 75 percent cost recovery target, the general public safety value of building inspections as partial justification for General Fund subsidy, the chilling effect of fee increases on development activity, the importance of stakeholder engagement with the Home Builders Association, the benefits of a dedicated fund with respect to transparency, and the timeline constraints relative to the upcoming biennium budget. It was noted that the General Fund currently absorbs approximately \$146,000 in building division costs in FY2026, rising to approximately \$300,000 in FY2028 when full fund separation costs are factored in.

The session concluded with the following Council direction to staff conveyed by show of hands:

- Establish a dedicated Building Fund in the next budget biennium.
- Move toward full cost recovery (100 percent) for the Building Division and to bring forward a detailed proposal for Council consideration.
- Develop and assess a fee waiver program for affordable housing as part of the full cost recovery structure.

Council did not direct staff to implement fee adjustments effective July 1, 2026, expressing a preference to first review the full cost recovery proposal and fee waiver framework before acting on specific fee changes. It was understood that mid-year fee adjustments remain possible and that the matter would be considered in conjunction with the miscellaneous fees process anticipated in May.

III. Adjournment of Study Session.

The meeting was adjourned at 7:45 pm.

Deputy City Manager Jordan Rooklyn

Mayor Tonya Graham

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, April 21, 2026**

I. EXECUTIVE SESSION 5:00 p.m.

- a. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).
- b. To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Council Present: Mayor Graham and Councilors Sherrell, Dahle, Bloom, Kaplan, and Hansen.

Staff Present: Johan Pietila, Scott Fleury, Bryn Morrison, Brandon Goldman, Sabrina Cotta, and Jordan Rooklyn.

Media present. Emma Maple with the Grants Pass Daily Courier.

II. Business Meeting

Council Present: Mayor Graham and Councilors Sherrell, Dahle, Bloom, Kaplan, and Hansen.

Council Absent: Councilor DuQuenne

Staff Present:

Sabrina Cotta	City Manager
Jordan Rooklyn	Deputy City Manager
Linda Reid	Housing Program Manager
Scott Fleury	Public Works Director
Bryn Morrison	Interim Finance Director
Tighe O'Meara	Police Chief

Graham called the meeting to order at 6:00 p.m.

- a. Land Acknowledgement**

Bloom read the land acknowledgement.

III. PLEDGE OF ALLEGIANCE

Hansen led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

- a. A Proclamation in Honor of Farmworkers

Graham read the proclamation into the record.

VI. APPROVAL OF MINUTES

- a. Minutes of the April 6, 2026 – Study Session Meeting
- b. Minutes of the April 7, 2026 – Business Meeting
- c. Minutes of the March 27, 2026 Council Called Special Meeting
- d. Minutes of the April 13, 2026 Council Called Special Meeting

Dahle moved to approve the minutes of April 6, April 7, March 27, and April 13, 2026. Kaplan seconded the motion.

Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, and Hansen – Yes. Motion passed.

VII. CONSENT AGENDA

VIII. SPECIAL PRESENTATIONS

Graham presented awards to the local winners of the Oregon Mayor's Association "If I Were Mayor" essay contest. Award recipients were Olivia Lanning (Willow Wind, 6th grade), Hallie Schwedes (AMS, 7th grade), Zoe Nicholson (Willow Wind, 8th grade), and Cohen Nunes (Willow Wind, overall middle school winner). Graham noted the importance of engaging young people in local civic life.

IX. PUBLIC FORUM

Four community members addressed the Council during the public forum. One speaker conveyed concern about plans to discontinue inpatient care and the birthing center at the hospital, fearing other services might also diminish, and urged the Council to act to preserve the hospital's full-service capabilities. Another speaker highlighted procedural issues regarding the adoption of the 2025–2027 biennial budget, stating budget amendments were made illegally during a study session, contrary to Oregon laws and relevant city charters. A third community member stressed the need for Ashland to modernize its city operations, suggesting that this be prioritized alongside service cuts and revenue increases and advised the Council against increasing building permit fees without first reducing costs elsewhere. The fourth speaker brought attention to significant food insecurity among Ashland residents and urged the Council to consider the potential pressures from global supply chains.

X. PUBLIC HEARING

a. Public Hearing on 2026–2027 Community Development Block Grant (CDBG) Award and Action Plan

Reid presented the results of the City's request for proposals for CDBG funding. One application was received from the Maslow Project, requesting \$18,000 to continue their work with homeless and at-risk families in the Ashland School District. Both city staff and the Housing and Human Services Advisory Committee recommended a full award. The final allocation from HUD for program year 2026 was \$151,329 — a reduction from prior years — leaving \$22,699 available within the public service fund.

Council discussion centered on whether to award Maslow the full available public service amount of \$22,699 rather than the \$18,000 requested, given current economic pressures on families.

Public Hearing Open

No speakers

Public Hearing Closed

Bloom moved to award the competitively available 2026 Community Development Block Grant funds as follows: \$22,699 to the Maslow Project public service project. Kaplan seconded the motion.

Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, and Hansen – Yes. Motion passed.

b. Resolution Approving a Supplemental Budget

Cotta explained that cost overruns during renovation work on Pioneer Hall and the Community Center necessitated a transfer of \$200,000 from the General Fund contingency to the Capital Improvement Fund. Fleury explained that unexpected issues were discovered during construction – including additional asbestos mitigation, electrical upgrades, foundation repairs due to poor soils, and other unforeseen conditions.

Council discussion noted the importance of dedicated capital reserves separate from the operating general fund to better plan for and absorb these kinds of costs. Morrison clarified that the general fund contingency balance stood at just over \$2.5 million for the biennium, with no prior draws, making this the first expenditure from that reserve.

Public Hearing Open

No speakers

Public Hearing Closed

Bloom moved approval of Resolution 2026-03 approving a supplemental budget and budget appropriation adjustments for the 2025-2027 biennial budget period beginning July 1, 2025. Kaplan seconded the motion.

Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, and Hansen -Yes. Motion passed.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Approval of a Construction Contract with Insituform Technologies, for the Wastewater Collection Rehabilitation-CIPP Construction Project (PW 2024-28)

Fleury presented the staff recommendation to award a construction contract to Insituform Technologies for Cured-In-Place Pipe (CIPP) lining of approximately 9,524 linear feet of wastewater collection and storm drainpipe. The project was formally bid through Oregon procurement rules, with two responsive bids received and Insituform submitting the lowest responsive bid. Fleury explained the CIPP process and a video of the process was shown. Fleury noted that the contract amount exceeds what was originally budgeted in the Capital Improvement Plan, but sufficient funds exist within the infrastructure line and from another capital project not expected to proceed within the current biennium. The project is expected to resolve approximately 70 percent of the City's known sewer issues, reduce inflow and infiltration to the wastewater treatment plant, and avoid the significant costs and disruption associated with open-trench replacement.

Council discussion included noting the cost savings over open-trench alternatives (estimated at 3 to 4 orders of magnitude), the expected lifespan of the liner (50-75 additional years), the applicability of the technology to concrete and clay pipes, warranty provisions, on-site inspection protocols, and a quality assurance process ensuring laterals are properly restored after lining. Acting as Contracting Review Board, the Council voted to approve the contract:

Hansen moved to approve the construction contract with Insituform Technologies for the wastewater collection rehabilitation CIPP project for a contract amount not to exceed \$897,905. Dahle seconded the motion.
Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – Yes. Motion passed.

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

a. Social Service Grant Awards

Cotta introduced the item, noting that social service grant funds are dedicated annually from the General Fund to support social service programs in the community. Reid confirmed that a Request for Proposals was issued, ten applications were received, and the Housing and Human Services Advisory Committee (HHSAC) reviewed all applications and heard presentations from applicants in February. She noted a typo in the Council communication – the available amount was \$99,000 for the biennium, not \$134,000. The HHSAC's recommended allocations were consistent with the correct amount. There were no questions for staff.

Public Comment Open

No speakers

Public Comment Closed

Kaplan moved to accept the Housing and Human Services Advisory Committee's award recommendations, allocating the Social Service Grant funds as follows: Ashland Community Food Bank, \$7,500; Center for Non-Profit Legal Services, \$5,100; Community Works Inc. (Dunn House), \$10,180; Jackson County SART, \$7,220; RVCOG – Food and Friends, \$8,740; Rogue Valley Mentoring, \$4,500; OHRA, \$25,100; Southern Oregon Jobs with Justice, \$8,060; St. Vincent De Paul, \$15,900; and United Way, \$6,700. Bloom seconded the motion.

Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – Yes. Motion passed.

b. Affordable Housing Trust Fund Evaluation and Award

Reid presented the results of the City's Request for Proposals (RFP's) for \$200,000 in Affordable Housing Trust Fund (AHTF) dollars, funded through marijuana tax revenue. Four applications from three applicants were received and reviewed for eligibility and consistency with Resolution 2008-34, the Consolidated Plan, and Council goals. The HHSAC deliberated extensively and its recommendations differed slightly from staff's recommendation, primarily regarding whether to fund a capacity-building application from Sunstone.

Staff had reservations about the merit of the Sunstone capacity-building application and preferred to maintain a modest fund balance that could be deployed through a Notice of Funding Opportunity (NOFO) process if needed. The HHSAC, however, felt that supporting capacity building for emerging local housing organizations was particularly important given the current reduction in federal and state housing funding.

Regarding the Trusted Homes application and its connection to Oregon Housing and Community Services (OHCS) LIFT program funding: Trusted Homes had applied for and been wait-listed for LIFT program funding in the February/March cycle, which operated on a first-come, first-served basis. The September cycle will be scored competitively. OHCS indicated the Trusted Homes application scored among the highest of all applicants and is very likely to be funded. Jessica Therkelsen, Executive Director of Trusted Homes, addressed the Council to clarify the LIFT program dynamics and explain that meaningful organizational expenses (including LLC setup, insurance, and stewardship finalization) would be incurred through September, making at least some of these AHTF dollars helpful.

Public Comment Open

Three speakers addressed the Council on this topic. Amy Gunter of Rogue Planning and Development Services spoke in support of the Caldera Oaks affordable housing project at 300 Clay Street, noting that the project is ready to proceed and that for-profit developers play a critical role in affordable housing delivery. She flagged that building permit fees had increased to \$73,000 (from the \$49,525 quoted in the application) and expressed support for the staff recommendation. Therkelsen provided an overview of the Trusted Homes community land trust (CLT) model – separating land ownership from home ownership through a 99-year ground lease – emphasizing that the City's investment would remain permanently embedded in the land, serving generation after generation of homeowners. Linda Adams, Board Secretary of Trusted Homes, spoke to the rigorous stewardship and financial stability of the CLT model, noted historical foreclosure rates were ten times lower than the national average, and urged Council to approve the full funding request.

Public Comment Closed

Council members expressed strong support for all applicants, noting the importance of both nonprofit and for-profit housing partners working together, and thanked HHSAC for navigating difficult funding trade-offs. Graham reflected on the Housing Trust Fund, the housing production strategy, and seeing organizations step up to the RFP.

Bloom moved to award the 2026 Affordable Housing Trust Fund funds as follows: Sunstone Ashland Attainable Housing Project, \$25,000; Sunstone Capacity Building, \$25,000; Trusted Homes, \$75,000; and Bentella LLC, \$75,000. Sherrell seconded the motion.

Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – Yes. Motion passed.

c. Request for Council to reconsider direction on lawn hours

Cotta explained that feedback had been received from police, service providers, and advocates suggesting a recalibration of the hours established by Council at the April 13 special meeting. Staff recommended moving the Night Lawn operating hours to 4:30 p.m. to 8:00 a.m., while maintaining 24-hour occupancy on weekends and federal holidays.

O'Meara noted that police tools (including park exclusions, which had already been upheld on appeal in at least one case) had been used effectively and that negative behavior in Garfield Park had begun to decrease. He flagged that the Night Lawn was approaching the threshold for classification as a

"chronic nuisance property" under City code and that enforcement responsibilities continue to fall to police officers without dedicated management. O'Meara noted this was not ideal for either officers or the unhoused individuals on the lawn. O'Meara referenced the success of Rogue Retreat's managed sites in Medford as a positive model, contrasting it with the less structured approach in Grants Pass where police are tasked with daily attendance-taking at camping sites.

Council discussion included questions about what tools could supplement or replace police enforcement. O'Meara expressed openness to cross-trained staff or co-deployment with social service workers but emphasized the ideal solution would have social service professionals managing the site with police in a supportive role. The Council discussed professional site management and Cotta suggested that informal conversations with Rogue Retreat and OHRA could help determine whether either organization would be willing to manage the site (OHRA is currently assisting with daytime storage services but is not actively managing the lawn).

Public Comment Open

Four community members addressed the Council. Recommendations included adjusting hours to 4:30 PM to 10:00 AM to allow enough time for people to get off the lawn consistently and moving away from police oversight toward management by a social service organization. The complexities of managing the lawn were acknowledged and ongoing communication with the population living on the lawn regarding enforcement changes was emphasized.

Public Comment Closed

O'Meara explained how police officers allow approximately one hour of grace before enforcing departure times and cautioned that a 10:00 a.m. departure time combined with that grace period could effectively eliminate a meaningful daytime reset. The proposed 8:00 a.m. departure time was presented as a more workable middle ground.

The council expressed sympathy regarding packing up in the early morning and some noted they would have preferred keeping the 10:00 a.m. time to gather more data before reversing course. However, there was broad deference to the subject-matter expertise of police staff in managing the operational realities of the lawn. Council members indicated that the larger questions — including whether the lawn should continue in its current form, what professional management might look like, and what level of city funding is appropriate — would be addressed at the May 18 study session and requested that the City Manager include brief lawn updates in future council packets.

Dahle moved that Council issue staff direction that Lawn operating hours are at the discretion of the City Manager while keeping in mind an intent to minimize negative interactions between occupants of the lawn and surrounding neighborhoods. Operating hours to be initially set at 4:30 p.m. to 8:00 a.m., plus 24-hour occupancy on weekends and federal holidays. Bloom seconded the motion.

Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – Yes. Motion passed.

d. Citizens' Budget Committee Appointment

Cotta explained that three positions on the Citizens' Budget Committee were to be filled: one term ending June 30, 2028, and two terms ending June 30, 2029. Councilors cast ballots, with votes read publicly per state law. Following the tally, Carol Cohen and Mike Gardiner were appointed to terms ending June 30, 2029, and Eric Britten was appointed to the term ending June 30, 2028.

Mayor Graham thanked all applicants for their willingness to serve and encouraged those not selected to explore other advisory committee opportunities.

Kaplan moved to appoint Carol Cohen to the term ending June 30, 2029; Mike Gardiner to the term ending June 30, 2029; and Eric Britten to the term ending June 30, 2028. Bloom seconded the motion
Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – Yes. Motion passed.

XIV. CITY MANAGER REPORT –

a. Look Ahead

Cotta announced two updates to the Look Ahead since the packet was published: at the May 5 Council meeting, the 2200 Ad Hoc Committee recommendations will be presented, and Jackson County SART will provide a special presentation.

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

Kaplan reported on behalf of the Climate and Environmental Policy Advisory Committee that the first six packaged terminal heat pump units had been installed this week, marking the launch of the program approved by Council to replace less efficient PTAC units in residential buildings. Additional units are expected to be installed at the same complex.

Hansen noted the Transportation Advisory Committee (TAC) has been working on SeeClickFix, a Transportation System Plan update, mini roundabouts, and unfinished business on the intersection at Oak Street and A Street/Van Ness.

Graham reported on her service on the Jackson County Public Safety Coordinating Council. The body has been hearing presentations about innovative programs occurring at the county jail through social service organizations linked with the Sheriff's Office, which would be brought to Council in the future.

XVI. ADJOURNMENT

Bloom moved to adjourn. Seconded by Hansen

All Ayes. Motion passed.

The meeting was adjourned at 9:10 p.m.

Deputy City Manager Jordan Rooklyn

Mayor Tonya Graham

*Business Meeting
April 21, 2026
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Budget Committee Voting Tally_April 2026

	Sherrell	Dahle	Bloom	Graham	Kaplan	Hansen	Total Points
Avis							30
Britten		1	1	3			20
Cohen		3	2	2	1	2	15
Drake							30
Gardiner	3			1	3	1	18
Larsen		2				3	25
Verner	2						27
Wethaiser	1		3		2		21

Rank 1 = 1 points

Rank 2 = 2 points

Rank 3 = 3 points

No rank = 5 points

Results

Position A Cohen term ending 2029, June 30

Position B Gardiner term ending 2029, June 30

Position C Britten term ending 2028, June 30



April 20, 2026

Dear Ashland City Councilors -

Ashland has long had a policy of pesticide-free parks, providing safe places for people and pollinators. Now, with the City's increased use of herbicides on public property that is in proximity to people and pollinators, Pollinator Project Rogue Valley is joining other Ashland residents asking for a pause on the practice of spraying glyphosate in the medians and other places that have the potential to impact the health of all residents.

We ask that the City host at least one Study Session to discuss this practice and consider other ways to deal with weeds. Ashland can learn from other cities - both Eugene and Wilsonville implemented strong Integrated Pests Management (IPM) policies years ago.

This is an important policy discussion that impacts the health and well-being of our children and families, our wildlife and ecosystems. Please listen to Ashland residents who are willing to work with the City to both encourage clarity of related policies and to work toward a plan that includes pesticide use reduction or elimination.

The product being used, Ranger Pro, contains 41% glyphosate. Please review this study [73 Research Retinue – Is Glyphosate Harmful To Bees? | OSU Extension Service](#) and this study [EPA Finds Glyphosate Is Likely to Injure or Kill 93% of Endangered Species](#) as you consider the next steps forward for the health of the City of Ashland..

Sincerely,

A handwritten signature in black ink, appearing to read "Kristina Lefever", written in a cursive style.

Kristina Lefever



President and Volunteer Executive Director

312 N. Main St., Suite B | Phoenix OR | 97535

pollinatorprojectroguevalley.org

From: noreply@civicplus.com
To: [Ashland City Recorder](#)
Subject: Online Form Submittal: City Council Public Comment Form
Date: Tuesday, April 21, 2026 6:38:20 AM

[EXTERNAL SENDER]

City Council Public Comment Form

Public Comment

Use this form to submit public comment for City Council meetings. This form must be submitted by **10 a.m.** the day of the meeting to be on the record.

If you wish to speak to the Council in person at a meeting, you must fill out a Speaker Request form available on-site. Do not use this form.

Full Name	Paloma Ronca
Meeting Date	04/21/2026
Email Address	[REDACTED]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	70 Garfield St
Comments (Leave this section blank if you are requesting to speak electronically.)	Hello and good evening to all. I am writing about my concerns about Garfeild Park. There have been a lot of complaints about the unhoused folks who hang out there during the day yelling and doing drugs. I live right next to Garfeild and have never witnessed anything that made me feel unsafe. I am a young woman and am often walking by myself around the park multiple times a day, with my dog. I have never been yelled at or barked at. Yesterday I was walking around Garfeild Park and witnessed the police taking a bunch of the people's things and loading it onto a police truck. I spoke to a woman who said that all of her stuff was being taken and that she was banned from the park for 6 months. This was because someone said that they saw her

husband hit her, even though that was not true. It truly broke my heart to see someone being treated this way. I understand safety concerns about the park, but please consider the safety needs of the unhoused staying on the Night Lawn. They deserve low barrier, low cost housing, and if we can't prove them that, we need to stop chasing them from location to location. It is time to stop prioritizing the comfortability of the wealthy over the safety of the poor. Having a higher police presence around the park DOES NOT make me or my neighbors of community more safe. Thank you for your time.
Paloma R.

Upload a file or image

Field not completed.

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

From: noreply@civicplus.com
To: [Ashland City Recorder](#)
Subject: Online Form Submittal: City Council Public Comment Form
Date: Tuesday, April 21, 2026 9:02:33 AM

[EXTERNAL SENDER]

City Council Public Comment Form

Public Comment

Use this form to submit public comment for City Council meetings. This form must be submitted by **10 a.m.** the day of the meeting to be on the record.

If you wish to speak to the Council in person at a meeting, you must fill out a Speaker Request form available on-site. Do not use this form.

Full Name	Vicky Weiss
Meeting Date	April 21, 2026
Email Address	
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Ashland Social Services Grant
Comments (Leave this section blank if you are requesting to speak electronically.)	I would like to bring to your attention in advance of tonight's meeting 4 points in support of St. Vincent de Paul's Social Service grant application for funds to assist residents with their utility bills: 1) Ashland/Talent St. Vincent de Paul is the only non-profit serving the citizens of Ashland with emergency assistance on the same day they call on us—the only one. Many of our citizens in need call on us in the eleventh hour when it has become clear that they can no longer ignore that door hanger, when they learn that their utilities will be turned off in the next hour. This happens so often, most of us have the utility office on “speed dial.”

2) While we respond quickly with quick payment, we also do our best to take a comprehensive approach to the needs of our callers. Most of them owe not just utility costs but rent and other essentials—essentials needed to keep them safely housed. As volunteers, we take the time to listen, to meet with them, to inform them of other resources that can offer assistance. We help them coordinate their needs and figure out the best way to approach them so they don't become dependent upon our help or chronically delinquent utility customers.

3) As other sources of assistance have dried up, notably federal assistance, we are receiving more calls than ever from other agencies when their clients need immediate assistance that that agency cannot offer. (Last week when I was working the helpline, the first call of the day was from someone at another agency.)

4) During the last calendar year, while we helped over 1200 people (over 40% of them, children), we paid to the city of Ashland over \$22,000 for utility payments.

A quick scan of our electronic database for those Ashland residents whose utility bills we helped to pay in 2025:

- i. a dad who lost his job & is doing delivery work while looking for a full-time position. He has a 3-yr-old at home and a pregnant wife.
- ii. A stage 4 cancer victim;
- iii. a senior citizen with sudden, unexpected medical expenses;
- iv. a single Dad with 2 sons whose work hours had been cut.

I ask that you please help our volunteers help our citizens.

Upload a file or image *Field not completed.*

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



SPEAKER REQUEST FORM

Submit this form to the meeting Secretary
prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
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- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

4/21/2026

Name: (Please Print)

SUZANNE HANEMAN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: NO

Ashland Comm. Hospital

Public Forum Topic (Non-agenda Item):

NO

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.



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Date:

4/20/26

Name: (Please Print)

Nick David

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Strategic Plan

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 21 April 2026

Name: (Please Print)

Nathan Carnley

Ashland Resident:

☒ YES ☐ NO City: Ashland

Agenda Topic/Item Number:

N/A

Public Forum Topic (Non-agenda Item):

Food security in context of increased fuel prices
+ decreased fertilizer supply

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date:

4-21-26

Name: (Please Print)

Amy Ginter

Ashland Resident:

☐ YES ☒ NO City: Medford

Agenda Topic/Item Number:

Public Forum XIII b.

Public Forum Topic (Non-agenda Item):

Housing

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Date:

4/21/26

Name: (Please Print)

Jessica Ther Kelsen

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIIIa.1 ~~1111111111~~ AHTF

Public Forum Topic (Non-agenda Item):

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Date:

4/21/26

Name: (Please Print)

LINDA ADAMS

Ashland Resident:

☐ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIII A 1. (B. Affordable/Hg) TF

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 4/21/26

Name: (Please Print)

Debbie Neusewander

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Nite Lawn Hours

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date:

4/21/20

Name: (Please Print)

ERIC MADICKAS

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

1111 c. Night Lawn

Public Forum Topic (Non-agenda Item):

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Date:

4/21/26

Name: (Please Print)

Cate Hartzell

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Night Lawn

Public Forum Topic (Non-agenda Item):

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Better Together

SPEAKER REQUEST FORM

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Date:

4/24/26

Name: (Please Print)

CHRISTOPHER NADER

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

1175 E. MAIN (11th street camp)

Public Forum Topic (Non-agenda Item):

COST OF LEVING

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date:

4/21/26

Name: (Please Print)

DAUL MOZING

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

2025-2027 Biennial Budget

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Regarding the Council's actions while adopting the 2025-2027 Biennial Budget:

On May 19, 2025, at a study session, the Council amended the 2025-2027 biennial budget. This Item was not on the agenda and this action violated Oregon's Open Meetings laws, as I explained in detail in this article: <https://theashlandchronicle.com/guest-opinion-part-3-what-is-wrong-with-amending-the-budget-at-a-study-session/>

Then, at the June 3, 2025 business meeting, the Deputy City Administrator, Jordan Rooklyn, falsely claimed that the Council had amended the budget "via Motion." There was no motion or vote, yet the Council memorialized this lie when they approved the minutes for the meeting two weeks later.

Furthermore, the Council never had a motion or vote on the amendments to the 2025-2027 biennial budget that they made on May 19—in violation of two sections of the Ashland Charter.

<https://ashland.municipal.codes/Charter/VIII-6> "Section 6.

Proceedings to be Public.

No action by the Council shall have legal effect unless the motion for the action and the vote thereon take place at proceedings open to the public.

<https://ashland.municipal.codes/Charter/VIII-9> "Section 9.

Vote Required.

Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.

I have written a dozen articles on this, which you can find on The Ashland Chronicle website:

https://theashlandchronicle.com/page/1/?swp_form%5Bform_id%5D=1&s=paul+mozina#038;s=paul+mozina

The document below is a response from the Oregon Department of Revenue to my request that they look into the timing of the Council's amendments to the budget and the public hearing. I asserted that the Council violated ORS 294.453 and the DOR agreed. Please see the letter from the DOR attached below.



Oregon

Tina Kotek, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075

April 13, 2026

City of Ashland

ATTN: Bryn Morrison, Interim Finance Director

Sent via email: bryn.morrison@ashland.or.us

The Department of Revenue is responsible for providing municipal corporations with information on budgeting practices, Local Budget Law, and the laws relating to property taxes. As part of our oversight role under ORS 294.495, we will review a district's budget process upon request of a citizen to ensure compliance with Local Budget Law. We have recently received an inquiry into the city of Ashland's budget hearing and adoption process for the 2025-2027 biennium. I have reviewed your 2025 process and am bringing forward the following issue:

- ORS 294.453 requires the governing body to hold a hearing on the budget as approved by the budget committee. ORS 294.456 allows the governing body to make changes to the approved budget only after that budget hearing. That amended budget can then be adopted by the governing body (although in some cases a second hearing may be required).
- Based on a review of the minutes and video from the budget hearing and adoption at the June 3, 2025, City Council Meeting, the hearing was held on an amended version of the budget rather than the budget as approved by the budget committee. While the changes were within the authority of the council to make and did not require a second hearing, they could only be made after the budget hearing and prior to adoption.

We are not directing the city to make any changes to the budget for the 2025-2027 biennium. However, the city will need to revise its budget process to ensure the proper order is followed in the future.

If you have any questions or wish additional assistance, call or email me at the numbers listed below. If you need a copy of the *Local Budgeting Manual*, you can access the current version online at <https://www.oregon.gov/dor/forms/pages/default.aspx>.

In addition, we will be providing a free Local Budget Law workshop in Medford this coming July. If you have not already done so, feel free to sign-up for our email list at <https://omls.oregon.gov/mailman/listinfo/localbudget> to be notified once details are finalized.

Regards,

Danette Benjamin, Revenue Manager 2
Property Tax Division
Oregon Department of Revenue
(971) 301-1149
danette.m.benjamin@dor.oregon.gov

Together, we collect the revenue that Oregon counts on.



Council Business Meeting

Date: May 5, 2026

Agenda Item	RESOLUTION OF THE CITY OF ASHLAND AUTHORIZING A LOAN FROM THE OREGON TRANSPORTATION INFRASTRUCTURE FUND BY ENTERING INTO A LOAN AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

Consent.

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Before Council is a request to approve a resolution authorizing the borrowing from the Oregon Department of Transportation Infrastructure Bank (OTIB) for the North Mountain Avenue Rehabilitation Project – phase 1.

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*

ORGANIZATION

Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

PREVIOUS COUNCIL ACTION

The City Council has previously approved similar borrowing resolutions for infrastructure projects. The Council was made aware of staff's intent to borrow from OTIB for the North Mountain project when the engineering design and subsequent construction contracts were approved by the Council.

BACKGROUND AND ADDITIONAL INFORMATION

In 2025 Public Works Staff initiated the process to request funding from OTIB for the North Mountain Rehabilitation Project. Oregon Department of Transportation (ODOT). ODOT reviewed the project design and construction specifications and validated the project meet the criteria for funding through OTIB. Staff was formally invited to apply for funding in fall of 2025. All necessary documentation was provided to ODOT and a formal borrowing contract was developed and approved by the City's Legal Division. In order to finalize the loan a formal resolution authorizing the City Manager as signatory authority is required.





Council Business Meeting

Staff developed the attached resolution following OTIB's requirements and it has also been reviewed and approved by the City's the Legal Division.

FISCAL IMPACTS

The loan from OTIB to the City of Ashland is for \$7,662,963 with an interest rate of 2.77% per annum. The loan covers the engineering, construction and construction administration of phase 1 of the North Mountain Rehabilitation Project, including the railroad crossing improvement. The loan will be paid back using the Food and Beverage tax proceeds received by the Street fund for arterial and collector street rehabilitation projects.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve Resolution Number 2026-04, A resolution titled "**RESOLUTION OF THE CITY OF ASHLAND AUTHORIZING A LOAN FROM THE OREGON TRANSPORTATION INFRASTRUCTURE FUND BY ENTERING INTO A LOAN AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION**"

REFERENCES & ATTACHMENTS

1. OTIB Funding Resolution
2. OTIB Loan Agreement



RESOLUTION NO. 2026-04

RESOLUTION OF THE CITY OF ASHLAND AUTHORIZING A LOAN FROM THE OREGON TRANSPORTATION INFRASTRUCTURE FUND BY ENTERING INTO A LOAN AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION

RECITALS:

- A. Enrolled House Bill 2097 (1997 Legislative Session) (the "Act") authorizes any municipality to file an application with the Oregon Department of Transportation (the "Department") to obtain financial assistance from the Oregon Transportation Infrastructure Fund.
- B. The Municipality is a "municipality" within the meaning of the Act.
- C. The Municipality has filed an application with the Department to obtain financial assistance for a "transportation project" within the meaning of the Act.
- D. The Oregon Transportation Commission has approved the Municipality's
- E. application for financial assistance from the Oregon Transportation Infrastructure Fund pursuant
- F. to Oregon Administrative Rules, Chapter 731, Division 30.
- G. The Municipality is required, as a prerequisite to the receipt of financial assistance from the Department, to enter into a Loan Agreement with the Department in substantially the form attached hereto as Exhibit "A."
- H. The project described in Exhibit "A" to the Loan Agreement (the "Project") is a "transportation project" within the meaning of the Act.
- I. Notice relating to the Municipality's consideration of the adoption of this Resolution was published in accordance with Section 7(3) of the Act, at least 14 days in advance of the adoption of this Resolution in a newspaper of general circulation within the boundaries of the Municipality, and this Resolution was adopted in accordance with the Municipality's requirements for filing public notices and holding public meetings.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the "Authorized Officer") to execute on behalf of Recipient the loan agreement and the Promissory Note attached as Exhibit "D" to the Loan Agreement (the "Financing Documents"), and such other documents as may be required to obtain financial assistance from the Department on the condition that the principal amount of the loan from the Department to the Municipality

is not in excess of Seven Million Six Hundred Seventy-eight Thousand Forty-nine and No/100 Dollars (\$7,662,963) and the interest rate on such loan is not in excess of Two and 77/100 percent (2.77%) per annum. The proceeds of the loan from the Department shall be applied solely to the "Costs of the Project" as such term is defined in the Loan Agreement.

SECTION 2. Security. Repayment of the Municipality's obligation under the Financing Documents is secured by:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient;
- (d) Revenues from the Recipient's Street Fund Revenues; or
- (d) Any other source.

SECTION 3. Additional Documents. The City Manager of the City of Ashland is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the Department for the Project pursuant to the Financing Documents.

SECTION 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

SECTION 5. Reimbursement Bonds. The Municipality may reimburse expenditures for the Project with amounts received from the Department pursuant to the Financing Documents. Additionally, the Municipality understands that the Department may fund or reimburse itself for the funding of amounts paid to the Municipality pursuant to the (Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to ORS 367.655 and ORS 367.700 to 367.750. This Resolution shall constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury with respect to the funding or the reimbursement for the funding of the Costs of the Project with the proceeds of the Municipality's loan pursuant to the Financing Documents and with the proceeds of any bonds issued by the State of Oregon pursuant to ORS 367.655 and ORS 367.700 to 367.750.

SECTION 6. This resolution is effective upon adoption.

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

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

LOAN AGREEMENT

between

STATE OF OREGON

acting by and through its

DEPARTMENT OF TRANSPORTATION

and

City of Ashland, Oregon

North Mountain Avenue Rehabilitation:

THIS LOAN AGREEMENT, is made and entered into on the date on which all parties have signed by and between the State of Oregon, acting by and through its Department of Transportation (the “State” or “ODOT”), and the Borrower (as defined below). The reference number for this Loan Agreement is OTIF-0082. Terms not otherwise defined in this Loan Agreement shall have the meanings assigned to them by Section 1.01 below.

RECITALS

1. The State, in accordance with the Act, will provide funds from the Oregon Transportation Infrastructure Fund for the purpose of making loans to Municipalities, including the Borrower, to finance a portion of the cost of transportation projects (as that term is defined in the Rules);
2. The Borrower has applied to the State for a loan to finance all or a portion of the cost of a transportation project, and the Oregon Transportation Commission or the State have approved the Borrower's application for a loan to finance all or a portion of the cost of such project;
3. The Borrower has agreed to make payments sufficient to pay, when due, the principal of, premium, if any, and interest on the Loan from the State pursuant to the terms of the Note and this Loan Agreement; and

NOW, THEREFORE, for and in consideration of the Loan by the State, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth below:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings assigned to them below:

"Act" means ORS 367.010 to 367.050 and related provisions, as the same may be from time to time amended and supplemented.

"Agreement" or "Loan Agreement" means this loan agreement, including the attached Exhibits, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Authorized Officer" means, in the case of the Borrower, the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to act as an authorized officer of the Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement and whose name is furnished in writing to the State.

"Borrower" means City of Ashland, and its successors and permitted assigns.

"Costs of the Project" shall mean only those specified costs listed in Exhibit B. The term "Costs of the Project" does not include:

- (i) costs in excess of one-hundred percent (100%) of the total Project cost;
- (ii) the purchase of equipment and other property not directly related to the Project;
- (iii) costs incurred prior to the date of the Loan, except as provided in Section 5.01; and
- (iv) administrative expenses of the Borrower unrelated to the Project.

"Counsel" means an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to, or an employee of, the State or the Borrower) duly admitted to practice law before the highest court of any state.

"Event of Default" means any occurrence or event specified in Section 7.01 of this Agreement.

"Full Faith & Credit of the Borrower" means an obligation of the Borrower that is secured by all "lawfully available funds" (as defined in ORS 287A.001(11)) of the Borrower, including, but not limited to, funds of the Borrower's Food and Beverage Tax.

"Loan" means the loan evidenced by the Note and made by the State to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. The Loan may be funded by the State from amounts held in the OTIF.

"Loan Execution Date" means the date on which all conditions are satisfied by the Borrower (or waived by State) and all parties have signed the Loan.

"Loan Prepayment" means, as to any payment, the amount paid by the Borrower that is in excess of the amount required to be paid as a Loan Repayment.

"Loan Repayment(s)" means the scheduled payment(s) of principal and interest of Three Hundred Two Thousand Two Hundred Forty-three and no/100 Dollars (\$302,243.00) each required to be made by the Borrower pursuant to the provisions of the Note and this Loan Agreement.

"Maturity Date" means the date on which the Loan is payable in full, which date shall be October 1, 2042.

"Municipality" means a city, county, road district, school district, special district, metropolitan service district, the Port of Portland, or an intergovernmental entity organized under ORS 190.010.

"Note" means the promissory note of the Borrower substantially in the form of Exhibit C, as it may be amended, extended or renewed.

"Oregon Transportation Infrastructure Bank" or "OTIB" means the program authorized by Section 350 of the National Highway System Designation Act of 1995, Public Law 104-59, and a cooperative agreement between the Federal Highway Administration, Federal Transit Administration, of the United States Department of Transportation and the Oregon Department of Transportation dated August 20, 1996.

"Oregon Transportation Infrastructure Fund" or "OTIF" means the fund created by the Act. Loans from the OTIF may include OTIB loans or loans to finance transportation projects from any accounts established within the OTIF.

"Pledged Revenues" means:

- (i) City's Food and Beverage Tax.
- (ii) City's Street User Fee
- (iii) Full Faith & Credit of the Borrower.
- (iv) Any funds payable from the State to the Borrower, including, but not limited to, any amounts due to the Borrower from the State pursuant to ORS 366.785 to 366.820.

"Project" means the transportation project of the Borrower described in Exhibit A, a portion of the Costs of the Project of which is financed or refinanced by the State through the making of the Loan under this Loan Agreement.

"Project Completion Date" means the date on which the Borrower completes construction of the Project.

"Project Completion Deadline" means September 1, 2028.

"Rule" or "Rules" means Oregon Administrative Rules, chapter 731, division 30, as they may be supplemented, modified or amended from time to time.

"State" means the State of Oregon, acting by and through its Department of Transportation.

"State Highway Fund" means the fund described in ORS 366.505.

Section 1.02. General Rules. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words

importing persons shall include firms, associations, corporations, agencies and districts.

ARTICLE II

LOAN

Section 2.01. Loan Amount. On the Loan Execution Date the State hereby agrees to make to the Borrower, and the Borrower agrees to borrow and accept from the State, a Loan in the maximum aggregate principal amount of Seven Million Six Hundred Seventy-eight Thousand Forty-nine and No/100 Dollars (\$7,662,963).

Section 2.02. Use of Loan Proceeds. The Borrower shall use the proceeds of the Loan strictly in accordance with Section 5.01 of this Agreement.

Section 2.03. Loan Term. The term of the Loan is set forth in the Note.

Section 2.04. Interest. The Note shall bear interest at the rate of Two and 77/100 percent (2.77%) per annum. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months. Interest shall be due and payable in arrears and shall accrue on the outstanding principal balance from the date of the first disbursement until the principal amount of the Note, together with accrued unpaid interest thereon, is paid in full.

Section 2.05. Payments.

(a) The Loan shall be due and payable in scheduled payments of principal and interest as set forth herein and in the Note. The Loan Repayments, when taken together, shall be in an amount sufficient to amortize the original principal amount of the Note, together with interest thereon, from the date of the first disbursement of this Agreement to the Maturity Date.

(b) A scheduled payment received before the scheduled Loan Repayment date will be applied to interest and principal on the scheduled Loan Repayment date, rather than on the day such payment is received, and will be applied first to the State's expenses (if any) and any fees due, then to interest, and then to principal according to the applicable Loan Repayment schedule.

Section 2.06. Prepayments. Each Loan Prepayment shall include all unpaid interest on the amount prepaid that accrued to the date of prepayment.

(a) *Mandatory Prepayment.* The Borrower shall prepay the outstanding balance of the Loan upon the destruction of all or a substantial portion of the Project.

(b) *Optional Prepayment.* The Borrower may make Loan Prepayments without penalty or premium.

(c) *General.* Loan Prepayments shall be applied first to any expenses of the State and accrued interest on the portion of the Loan prepaid, and then to principal payments on the Loan. In the case of a Loan Prepayment that does not prepay all of the principal of the Loan, the State

shall determine, in its sole discretion, the method by which such Loan Prepayment shall be applied to the outstanding principal payments. After a partial Loan Prepayment, the State may, in its sole and absolute discretion, reamortize the outstanding Loan amount at the same interest rate for the same number of remaining payments to decrease the Loan Repayment amount; provided, however, that nothing in this Agreement requires the State to reamortize the outstanding Loan amount upon receiving a partial Loan Prepayment.

Section 2.07. Unconditional Obligation. The Borrower's obligation to make the Loan Repayments is absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) the following: any acts or circumstances that may constitute failure of consideration; eviction or constructive eviction; the taking by eminent domain or destruction of or damage to the Project; commercial frustration of the purpose; any change in the laws of the United States of America or of the State of Oregon or any political subdivision of either or in the rules or regulations of any governmental authority; any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project, this Loan Agreement, or any intergovernmental agreement related to the Project; or any rights of set off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State or any other party or parties; provided, however, that payments under the Agreement shall not constitute a waiver of any such rights.

Section 2.08. Disclaimer of Warranties and Indemnification. The Borrower acknowledges and agrees that:

(a) the State does not make any warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions of the Project or any other warranty or representation;

(b) in no event shall the State or its commissioners, officers, agents or employees be liable or responsible for any direct, incidental, indirect, special, consequential, punitive or other damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project; and

(c) to the extent authorized by law, the Borrower shall indemnify, save, hold harmless and defend the State and its commissioners, officers, agents and employees, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Borrower, or its officers, employees, agents or subcontractors pursuant to the terms of this Loan Agreement; provided, however, that the provisions of this subsection (c) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to Chapter 30 of the Oregon Revised Statutes or the laws of the United States of America or other laws of the State of Oregon.

Section 2.09. Termination of Availability. The State shall have no obligation to make any

disbursements to the Borrower under this Loan Agreement after the Project Completion Deadline, except for Costs of the Project incurred by the Borrower prior to the Project Completion Deadline.

Section 2.10. Sources of Repayment of the Borrower's Obligations.

(a) The State and the Borrower agree that the amounts payable by the Borrower under this Loan Agreement, including, without limitation, the amounts payable by the Borrower pursuant to Section 2.05, Section 2.06, Section 2.08 and Section 7.04 of this Loan Agreement, are payable from the sources of repayment described in subsections (b) and (c) of this Section 2.10. Nothing herein shall be deemed to prevent the Borrower from paying the amounts payable under this Loan Agreement from any other legally available source.

(b) The amounts payable by the Borrower under this Loan Agreement are payable from the Pledged Revenues.

(c) The Borrower pledges its full faith and credit and taxing power, within the limitations of Article XI, sections 11 and 11 b of the Oregon Constitution, to pay the amounts payable by Borrower under this Loan Agreement. The amounts payable by Borrower under this Loan Agreement are secured by and payable from all lawfully available funds of the Borrower.

(d) The Borrower acknowledges that the State of Oregon is entitled to withhold all or a portion of the Pledged Revenues, including but not limited to any amounts due to the Borrower from the State of Oregon pursuant to ORS 366.785 to 366.820, and to apply any such amounts to payments due under this Loan Agreement to the fullest extent permitted by law if the Borrower defaults on payments due under this Loan Agreement.

(e) Borrower hereby grants a security interest in and irrevocably pledges its Pledged Revenues to pay the Borrower's obligations. The Pledged Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery, filing or other act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower hereby represents and warrants that the pledge of Pledged Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310.

Section 2.11. Loan Fee. The Borrower shall pay to the State a one-time Loan fee equal to one percent (1%) of the Loan. This fee shall be in addition to any interest charged on the Loan. The Borrower may elect the option(s) selected below to:

☒ pay the entire amount of this Loan fee on the Loan Execution Date; or

☐ authorize the State to deduct the Loan fee from the Loan proceeds.

Section 2.12. Late Fee. If any Loan Repayment required under the Note is delinquent

more than fifteen (15) calendar days, the Borrower shall pay to the State a late charge of five percent (5%) of the delinquent Loan Repayment in addition to the Loan Repayment due under the Note.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BORROWER

The Borrower represents and warrants to the State as follows:

Section 3.01. Organization and Authority.

(a) The Borrower is a Municipality.

(b) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the Project, other than licenses and permits relating to the Project which the Borrower expects to receive in the ordinary course of business, to carry on its activities relating to the Project, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(c) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(d) The proceedings of the Borrower's governing members and voters, if necessary, approving this Loan Agreement and the Note and authorizing the execution, issuance and delivery of this Loan Agreement and the Note on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of Oregon, and such proceedings were duly approved and published, if necessary, in accordance with applicable Oregon law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Oregon law and at which quorums were present and acting throughout.

(e) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Borrower, and, assuming that the State has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement constitutes the legal, valid and binding obligation of the Borrower in accordance with its terms, and the information contained in Exhibits A and B is true and accurate in all respects.

(f) This Loan Agreement is duly authorized by a resolution of the Borrower which was adopted as required by ORS 367.035(4), and was adopted in accordance with applicable law and the Borrower's requirements for filing public notices and holding public meetings.

Section 3.02. Full Disclosure. There is no fact that the Borrower has not disclosed to the

State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the Project or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement. Neither the Borrower's application for the Loan nor the Borrower's representations and warranties in this Loan Agreement contain any untrue statement of a material fact or omits any statement or information which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.03. Pending Litigation. There are no proceedings pending, or, to the knowledge of the Borrower threatened, against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (a) the Project, (b) properties, activities, prospects or the condition (financial or otherwise) of the Borrower, or (c) the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.04. Compliance with Existing Laws and Agreements. The authorization and execution of, and the performance of all obligations required by, this Loan Agreement will not: (i) cause a breach of any agreement or instrument to which the Borrower is a party; (ii) violate any provision of the charter or other document pursuant to which the Borrower was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to the Borrower or its properties or operations.

Section 3.05. No Defaults. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default under this Loan Agreement. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it or its properties may be bound, which violation would materially adversely affect the (a) Project, (b) properties, activities, prospects or the condition (financial or otherwise) of the Borrower, or (c) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.06. Governmental Consent. The Borrower has obtained or will obtain all permits and approvals required by any governmental body or officer for the making, observance or performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing or refinancing of the Project. The Borrower has complied or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing of the Project. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution and delivery of this Loan Agreement.

Section 3.07. Compliance with Law. The Borrower:

(a) is in compliance with all laws, ordinances, rules and regulations to which it is subject, non-compliance with which would materially adversely affect the condition (financial or otherwise) of the Borrower or the ability of the Borrower to conduct its activities or undertake or complete the Project; and

(b) has obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.08. The Project.

(a) The Project is feasible, and there will be adequate funds available to repay the Loan.

Section 3.09. Costs of the Project.

(a) The Costs of the Project is a reasonable and accurate estimation and based upon an engineer's feasibility report and engineer's estimate stamped by a registered professional engineer.

(b) The principal amount of the Loan is not in excess of the Costs of the Project.

ARTICLE IV**CONDITIONS TO LOAN AND DISBURSEMENTS**

Section 4.01. Conditions Precedent to Loan. The State shall be under no obligation to make the Loan to the Borrower pursuant to the terms of this Loan Agreement unless:

(a) the Borrower delivers to the State, on or prior to the Loan Execution, the following documents in form and substance satisfactory to the State and its Counsel:

(i) An opinion of the Borrower's Counsel on the power and authority of the Borrower, the validity and enforceability of the Loan Agreement, and such other matters as the State may require;

(ii) This Loan Agreement duly executed and delivered by an Authorized Officer of the Borrower;

(iii) The Note duly executed and delivered by an Authorized Officer of the Borrower;

(iv) A copy of the ordinance/resolution, duly adopted by the governing body of the Borrower, authorizing this Loan, the pledge of Borrower's full faith and credit and taxing power, the pledge of the Pledged Revenues and execution of the Loan documents, which copy of ordinance/resolution shall be certified by an Authorized Officer of the Borrower; and

(v) Such other certificates, documents, opinions and information as the State requests; and

(b) there is availability of moneys in the OTIF for use in the Project.

Notwithstanding the Borrower's satisfaction of the conditions above, the State shall be under no obligation to make the Loan if there has been a change in the Act such that the Project is no longer eligible for financial assistance authorized by this Loan Agreement.

Section 4.02. Conditions to Disbursement.

(a) The obligation of the State to make any disbursement to the Borrower is subject to the following conditions:

- (i) All the conditions set forth in Section 4.01 of this Loan Agreement have been satisfied;
- (ii) There is no Event of Default, or event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both;
- (iii) All representations and warranties of the Borrower made in this Loan Agreement shall be true and correct on the date of disbursement;
- (iv) The State has received documentation satisfactory to the State evidencing that the Borrower has obtained any matching funds that are needed to pay for the Costs of the Project; and
- (v) The State receives an executed requisition form - Exhibit D that includes written evidence of materials and labor furnished to or performed upon the Project; itemized receipts or invoices for the payment of the same; and releases, satisfactions and other signed statements and forms as the State may require as a condition for making disbursements of the Loan.

(b) The State may, at its option, from time to time, either reimburse the Borrower for construction costs paid or may make direct payment for construction costs to suppliers, subcontractors and others for sums due them in connection with construction of the Project. Nothing in this Loan Agreement shall require the State to pay any amounts for labor or materials unless satisfied that such claims are reasonable and that such labor and materials were actually expended and used in the construction of the Project. The State, at its option, from time to time, may also require that the Borrower have a contractor or subcontractor execute and deliver a surety bond or indemnification form acceptable to the State for the faithful performance of the construction contract or subcontract

and payment of all liens and lienable expenses in connection with such performance in a sum equal to the contract or subcontract price. Disbursements for the Costs of the Project shall be subject to a retainage at the rate of five percent (5%) which will be released upon satisfactory completion of the Project.

(c) The State shall have no obligation to make any disbursement to the Borrower if, on or before the time for disbursement, there has been a change in the Act so that the Project is no longer eligible for financial assistance authorized by this Loan Agreement or if ODOT does not receive sufficient funding, appropriations, limitation, allotments and other expenditure authority to allow ODOT or OTIF, in the exercise of its reasonable administrative discretion, to provide such funding.

ARTICLE V

COVENANTS OF BORROWER

Section 5.01. Use of Proceeds. The Borrower will apply the proceeds of the Loan:

- (a) to finance all or a portion of the Costs of the Project; and
- (b) to reimburse the Borrower for a portion of the Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the State, up to 12 months prior to the Loan Execution Date.

Section 5.02. Source of Repayment. The Loan shall be paid from the sources of repayment described in Section 2.10 of this Loan Agreement. Such sources shall be applied to the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement according to the terms of this Agreement.

Section 5.03. Performance Under Loan Agreement. The Borrower covenants and agrees to cooperate with the State in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the State under this Loan Agreement.

Section 5.04. Disposition of Project. Unless it is worn out, obsolete or, in the reasonable opinion of the Borrower, no longer useful in the operation of the Project, the Borrower shall not sell, lease, abandon, exchange or otherwise dispose of (collectively for the purposes of this Section "transfer") all or substantially all or any substantial portion of the Project or any other properties or assets which provide revenues for the payment of the amounts due under this Loan Agreement except on ninety (90) days' prior written notice to the State and, in any event, shall not so transfer the same unless the State consents to such transfer. Proceeds of any such transfer not used to replace property that is part of the Project shall be applied to payment of the outstanding principal and interest of the Loan as a Loan Prepayment, as provided in Section 2.06 of this Agreement.

Section 5.05. Operation and Maintenance of Project. The Borrower covenants and agrees that it shall, in accordance with prudent practice, maintain the Project in good repair, working order and operating condition.

Section 5.06. Records; Accounts. The Borrower shall keep accurate records and accounts for the revenues and funds that are the sources of repayment of the Loan, including but not limited to those Pledged Revenues (the "Repayment Revenues Records"), separate and distinct from its other records and accounts (the "General Records"). Such Repayment Revenues Records shall be maintained in accordance with generally accepted accounting principles as established by the Government Accounting Standards Board as in effect from time to time and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Borrower. Such Repayment Revenues Records and General Records shall be made available for inspection by the State and the federal government at any reasonable time, and a copy of such annual audit(s), including all written comments and recommendations of such accountant, shall be furnished to the State within two hundred ten (210) calendar days of the close of the fiscal year being so audited.

Section 5.07. Inspections; Information. The Borrower shall permit the State and any party designated by any of such parties to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts and any other matters relating to the Project and to its financial standing, and shall supply such reports and information as the State may reasonably require in connection with this Agreement. In addition, the Borrower shall provide the State with copies of loan documents or other financing documents and any official statements or other forms of offering documents relating to any bonds, notes or other indebtedness of the Borrower that are issued after the Loan Execution Date and are secured by the Pledged Revenues.

Section 5.08. Insurance. The Borrower shall maintain or cause to be maintained insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried, or self-insurance is usually provided for, by governmental units constructing, operating and maintaining facilities of the nature of the Borrower's Project, including liability coverage, all to the extent available at reasonable cost. Unless otherwise prohibited by law, the Borrower shall cause the State to be listed on such insurance policies as a loss payee on such policy. Nothing herein shall be deemed to preclude the Borrower from asserting against any party, other than the State, a defense which may be available to the Borrower, including, without limitation, a defense of immunity. In the event the Project or any portion thereof is destroyed, any insurance proceeds shall be paid to the State and shall be applied to the principal and interest on the Loan, unless the State agrees in writing that the insurance proceeds shall be used to rebuild the Project.

Section 5.09. Condemnation. In the event the Project or any portion of the Project is condemned, any condemnation proceeds shall be used to prepay the outstanding principal on the Loan.

Section 5.10. Engineer's Report. Upon request by the State, the Borrower shall promptly provide the stamped engineer's feasibility report and estimate described in Section 3.09(a) to the State.

Section 5.11. Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the Project or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 5.12. Financial Statements; Reports. The Borrower shall deliver to the State in form and detail satisfactory to the State, upon request:

(a) Audited financial statements of Borrower, including revenues, expenditures, cash flows, and changes in retained earnings for each of the funds constituting the Pledged Revenues for the fiscal year just ended, prepared by an independent certified public accountant(s) satisfactory to the State, all financial statements to be prepared in accordance with generally accepted accounting principles.

(b) Such other statement or statements or reports as to the Borrower as the State may reasonably request.

Section 5.13. Compliance with Applicable Laws. The Borrower will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority that relate to the financing, construction and operation of the Project. In particular, but without limitation, the Borrower shall comply with the following, **as applicable:**

- a. The National Environmental Policy Act (NEPA), and other environmental laws and requirements;
- b. The Uniform Relocation Assistance Act (Right of Way);
- c. The Civil Rights Act of 1964 and other civil rights laws and requirements including the DBE program;
- d. The Davis Bacon Act and other labor laws and requirements;
- e. The Common Rule (49 C.F.R.19) with respect to procurement;
- f. The Brooks Act;
- g. Competitive bidding requirements and state labor standards and wage rates found in the Oregon Public Contracting Code, ORS 279A, 279B, and 279C, as applicable, including but not limited to ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230, and 279B.235 (if applicable to this Agreement), ORS 279C.800–279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25), as amended from time to time, which provisions are hereby incorporated by reference, and ORS 279B.280, as amended from time to time;
- h. Buy America;
- i. Manual of Uniform Traffic Control Devices;
- j. The Americans with Disabilities Act (ADA) and other federal and state laws prohibiting discrimination against persons with disabilities;
- k. OAR, Chapter 731, Division 30, as amended from time to time at the discretion of the State; and
- l. State municipal bonding requirements found in ORS Chapters 280, 286A, and 287A.

Section 5.14. Continuing Representations. The representations of the Borrower contained in this Loan Agreement shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

Section 5.15. RESERVED

Section 5.16. Further Assurances. The Borrower shall, at the request of the State, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

Section 5.17. [RESERVED]

ARTICLE VI

ASSIGNMENT

Section 6.01. Assignment and Transfer by State.

The Borrower hereby approves and consents to any assignment, sale or transfer of this Loan Agreement that the State deems to be necessary.

Section 6.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower without the prior written consent of the State. The State may grant or withhold such consent in its sole discretion. In the event of an assignment of this Loan Agreement by the Borrower and assumption of the Borrower's obligations under this Agreement, the Borrower shall pay, or cause to be paid, to the State any fees or costs incurred by the State as the result of such assignment, including but not limited to, attorney fees.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Event of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder on the due date thereof; or

(b) Failure by the Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period; or

(c) Any representation made by or on behalf of the Borrower contained in this Loan

Agreement, or in any agreement, instrument, certificate or document furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(d) A petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within twenty (20) calendar days after such filing, and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including without limitation, a trustee, receiver, custodian, liquidator, or the like of the Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) calendar days; or

(e) RESERVED

(f) The Borrower fails to proceed expeditiously with, or to complete, the Project or any segment or phase of the Project in accordance with the plans and schedules approved by the State, provided that the Borrower may request the State's written approval of reasonable modifications to such plans and schedules, which approval shall not be unreasonably withheld; or

(g) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and another lender or lenders (including but not limited to other Oregon state agencies) or in any loan documents between itself and the Department of Transportation for another loan, and the default remains uncured upon the expiration of any cure period provided for such a default by said loan documents; or

(h) Failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) through (g) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the State, unless the State agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the State may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) calendar days of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected.

Section 7.02. Notice of Default. The Borrower shall give the State prompt notice of the occurrence of any Event of Default referred to in Section 7.01(d) of this Agreement and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 7.03. Remedies on Default. Whenever an Event of Default referred to in Section

7.01 of this Agreement shall have occurred and be continuing, the State shall have the right to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Loan Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Borrower under this Agreement, including, without limitation:

- (a) declaring all Loan Repayments and all other amounts due under this Loan Agreement to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand,
- (b) appointment of a receiver,
- (c) refusal to disburse any Loan proceeds,
- (d) barring the Borrower from applying for future OTIF assistance, or
- (e) withholding other State of Oregon funds, including but not limited to, the Borrower's apportionment of State Highway Fund revenues due under ORS 366.785 to 366.820, to the extent permitted by Section 2.10.

Section 7.04. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State reasonable expenses incurred by the State in the collection of Loan Repayments.

Section 7.05. Application of Moneys. Except as otherwise provided in another provision of this Loan Agreement, any moneys collected by the State pursuant to Section 7.03 of this Agreement shall be applied in the following order:

- (a) to pay any attorney fees, or other fees, costs and expenses incurred by the State,
- (b) to pay interest due and payable on the Loan, and
- (c) to pay principal due and payable on the Loan.

Section 7.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.07. Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions of this Agreement, or anything else to the contrary contained in this Agreement, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Sections 2.05, 2.08 and 7.04 hereof.

Section 7.08. Default by the State. In the event of any default by the State under any covenant, agreement or obligation of this Loan Agreement, the Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the State hereunder as may be necessary or appropriate.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. All notices permitted or required under this Agreement shall be given in writing by personal delivery, email or mail, to the Borrower or the State, as the case may be, at the addresses or numbers set forth below or at such other address or number of which such party shall have notified in writing the other party:

If to the State:	Oregon Department of Transportation Financial Services Attention: OTIF Program Manager 355 Capitol Street NE Salem, Oregon 97301-3872 Email: Cindy.L.Lesmeister@odot.oregon.gov and ODOTDebtMgt@odot.oregon.gov Telephone No.: (503) 983-1935
------------------	--

If to the Borrower:	City of Ashland ____ 20 East Main Street Ashland, Oregon 97520 Attn: Scott Fleury
---------------------	--

Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice delivered by email shall be deemed to be given when the recipient acknowledges receipt of the email.

Section 8.02. Successors and Assigns; No Third Party Beneficiaries.

(a) This Loan Agreement shall inure to the benefit of and shall be binding upon the State and the Borrower and their respective successors and assigns.

(b) The State and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce its terms. Nothing in this Loan Agreement gives or provides any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Loan Agreement and expressly described as intended beneficiaries of the terms of this Loan Agreement.

Section 8.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State and the Borrower. This Loan Agreement may not be amended, supplemented or modified in a manner that is not in compliance with the Act or the Rules.

Section 8.05. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 8.05(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 8.06. Loan not an Obligation of the United States of America. The covenants, agreements and obligations of the State contained in this Loan Agreement shall not be construed to be covenants, agreements or obligations of the United States of America.

Section 8.07. Headings. The Section headings in this Loan Agreement are intended to be for reference purposes only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 8.08. No Construction against Drafter. Both parties acknowledge that they have

each had the opportunity to obtain the advice of counsel in connection with, and the transactions contemplated by, this Loan Agreement and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter.

Section 8.09. Merger; No Waiver. This Loan Agreement and attached exhibits (that are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Loan Agreement. No waiver of any provision of this Loan Agreement or consent shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Loan Agreement shall not constitute a waiver by the State of that or any other provision.

Section 8.10. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed and delivered as of the date first above written.

STATE OF OREGON, acting by and through its Department of Transportation

Daniel Porter, Budget, Economic & Debt Services Manager (Date)

Borrower

Signature (Date)

Printed Name and Title

Exhibits:

- Exhibit A: Project Description
- Exhibit B: Approved Project Budget
- Exhibit C: Form of Promissory Note
(with Attachment A: Repayment Schedule)
- Exhibit D: Form of Payment Requisition

Exhibit A to Loan Agreement**Project Description**

Borrower: City of Ashland

Overlay/Rehabilitation of North Mountain Avenue between I-5 and Hersey St. (phase 1)

The Project will include some full depth reconstruction of the existing roadway and overlay, replacement of non-ADA compliant sidewalk and handicap access ramps, and utility replacements as necessary.

The Project will also include the installation of a protected bike lane where feasible and pedestrian safety features including Rectangular Rapid Flashing Beacons.

After installation of new ADA ramps, sidewalk infill and pavement rehabilitation, the roadway will be striped and signed accordingly with bike lane markings, new crosswalks, speed limit and pedestrian signage.

The Project will also include improvement to an at grade railroad crossing coordinated with Central Oregon Pacific Railroad to facilitate phase 2 of the rehabilitation project. The railroad crossing will be brought up to current crossing safety standards as designed and approved by the Central Oregon Pacific Railroad (CORP). The City has entered into a formal agreement with CORP for improvement.

All temporary and permanent construction access easements have been obtained for the Project during the preliminary engineering/right of way phase.

Exhibit B to Loan Agreement**Approved Project Budget**

Borrower: City of Ashland

Costs of Project: _____

	Estimated Project Amounts	Amount Funded through OTIB
Preliminary Engineering	\$945,493	\$945,493
Right of Way	\$	\$
Construction	\$5,039,421	\$5,039,421
Equipment	\$	\$
Design & Architectural	\$	\$
Land Acquisition & Site Preparation	\$	\$
Other Capital costs	\$	\$
Contingency	\$	\$
Loan Fee (1%)	\$76,629.63	\$0
Other: Construction Administration, Railroad crossing upgrades (CORP)	\$1,678,049	\$1,678,049
Total	\$7,739,592.63	\$7,662,963

Note: Amounts may vary between line items.

Exhibit C to Loan Agreement**Form of Promissory Note****PROMISSORY NOTE**

\$7,662,963

For value received, the City of Ashland (hereinafter "Borrower") unconditionally promises to pay to the State of Oregon, acting by and through its Department of Transportation (hereinafter "State"), or order, at 355 Capitol St. NE, Salem, OR 97301-3871 or such other place as the State may designate in writing, the principal sum of Seven Million Six Hundred Sixty-two Thousand Nine Hundred Sixty-three and no/100 Dollars (\$7,662,963), or so much thereof as is disbursed and not repaid, plus interest from the date of disbursement on the unpaid principal balance until paid. Any capitalized terms not defined in this Note have the meanings assigned to such terms in OTIB Loan agreement OTIF-0082 between the State and Borrower (as amended from time to time the "Loan Agreement").

Interest shall accrue on the unpaid principal balance at the rate of Two and 77/100 percent (2.77%) per annum and shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months.

Principal and interest shall be payable at the times and in the amounts specified in Attachment A to Promissory Note: Repayment Schedule (attached to this Note and by this reference made a part hereof), and the outstanding principal balance of the Note, together with accrued unpaid interest, shall be due and payable on the Maturity Date. Each payment made by the Borrower under this Note shall be applied first to the State's expenses (if any) and any fees due, then to interest due, and then to the principal of the Loan unless the Loan Agreement provides otherwise.

This Note is given to avoid the execution by the Borrower of an individual note for each advance by the State to the Borrower. In consideration thereof, the Borrower agrees that the State's record entries of transactions pursuant to this Note, shall be conclusive evidence of borrowings and payments made pursuant to this Note, absent manifest error.

In the event that the Borrower receives written notification from the State that payments made pursuant to the Loan Agreement have been assigned, all payments hereunder shall be made directly to the assignee pursuant to such assignment.

If an Event of Default occurs, the outstanding balance under this Note, including principal, interest and other charges, if any, shall, at the option of the State, become immediately due and payable. Presentment, demand, protest, and notice of dishonor, protest and nonpayment are waived by the Borrower.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the

prevailing party in any dispute arising from this Note shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State its reasonable expenses incurred in the collection of Loan payments.

The terms, provisions and covenants contained in this Note shall apply to, inure to the benefit of, and bind the parties hereto and their respective successors and assigns.

This Note shall be governed by and construed in accordance with the laws of the State of Oregon (without giving effect to its conflicts of law principles).

This Note is subject to the terms and conditions of the Loan Agreement. The indebtedness evidenced by this Note is secured by the collateral described in the Loan Agreement.

NOTICE TO BORROWER

DO NOT SIGN THIS NOTE BEFORE YOU READ IT.

 By: _____
 Name & Title (print): _____

Attachment A to Promissory Note**Repayment Schedule**Borrower: City of Ashland

Payment Due Date:	Amount Due:
October 1, 2027, and the first of each October thereafter	\$302,243.00
Maturity Date – October 1, 2042	The remaining principal and interest due on the Loan.

Exhibit D to Loan Agreement

Form of Payment Requisition

TO: Oregon Transportation Infrastructure Bank
Oregon Department of Transportation
355 Capitol St. NE, MS #21
Salem, Oregon 97301-3871

RE: Oregon Transportation Infrastructure Fund, Loan Number OTIF-0082

On behalf of City of Ashland, Oregon, I request that the Oregon Transportation Infrastructure Fund (OTIF) disburse to the following payees the following amounts from the account established in the OTIF for this loan:

[Insert Payee]

[Insert Amount]

The foregoing disbursements are all for Costs of the Project as such term is defined in, and which are permitted under, the Loan Agreement. I have attached all necessary documentation as required by Section 4.02(a)(v) of the Loan Agreement. No Event of Default has occurred or is continuing under the Loan Agreement.

DATED this _____ day of _____, _____.

By: _____
Authorized Officer

Attachments



Council Business Meeting

Date: May 5, 2026

Agenda Item	Staff Relocation Update & Resolution 2026-05 Reserving the Community Center and Pioneer Hall for Public Use
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

15 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Life safety issues required the relocation of City staff from City Hall. Staff has been temporarily relocated to the Community Center. The Community Center was chosen due to it being unfinished for public use at this time, allowing for temporary use by staff as other options were reviewed. Both Pioneer Hall and Community Center were designed with staff offices as historically, city staff, most recently, prior to closure for repair, parks staff offices were located in the buildings. Council has directed staff to relocate out of the Community Center. Several options have been reviewed.

POLICIES, PLANS & GOALS SUPPORTED

- Respect for the citizens we serve, for each other, and for the work we do
- Excellence in governance and city services
- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

Staff Relocation Update

Life safety issues required the relocation of City staff from City Hall. Staff has been temporarily relocated to the Community Center. The Community Center was chosen due to it being unfinished for public use at this time, allowing for temporary use by staff as other options were reviewed. Both Pioneer Hall and Community Center were designed with staff offices as historically, city staff, most recently, prior to closure for repair, parks staff offices were located in the buildings. The buildings were designed to accommodate staff while allowing for rentals of the main spaces for public use. The City has evaluated several options for Council to weigh in on:

Option	Action	Cost/ Impacts	Next Steps
Relocate three staff members for building opening (estimated available for rental) to allow for rental of the main space.	Council would need to adjust their resolution on building usage by staff. Relocation of three staff members.	Relocation costs: ~\$4029	Work with facilities and IT to relocate staff. Estimated time ~two weeks
Move recreation staff to the nature center. Move administrative staff to the Grove	Relocation of 12 staff members.	Relocation costs: ~\$16,116 Impact Grove programming: Standing Steady-Senior	Work with facilities and IT to relocate staff. Cancel programming or relocate programming to other





Council Business Meeting

		Class	facilities. Estimated time~
		Kindermusik Class-	1 month
		Preschoolers	
		Music Pathfinders Class	
		— Youth	
		Bike Program work party	
Lease medical space	Relocation of 9 staff	~\$87,000 a year* for lease	Drafting of lease for
available near the hospital	members	~\$12,087	Council approval. Budget
			supplemental for
			contingency usage.
			Relocation of staff.
			Estimated time~2 months
Remain until City Hall is	None	Loss of public space until	Council decision on
repaired		repairs are made. Timeline	repairs and timeline.
		unknown.	

*the City currently leases office space to accommodate the finance department. The legal department has been relocated there and will remain. The leased building is at capacity.

Resolution 2026-05

At the March 27, 2026, Special Meeting, City Council directed staff to bring forward a resolution reserving the Community Center and Pioneer Hall for public use. Resolution 2026-05 establishes that policy, with an implementation date of July 1, 2026. The implementation date is requested by staff to allow for the delivery and installation of the correct internal doors prior to opening the Community Center for public reservation.

FISCAL IMPACTS

\$0 to ~\$100,000 per year pending decision.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Discussion: Relocation plan for staff

Potential Motion: I move to adopt Resolution 2026-05 Declaring the Community Center and Pioneer Hall Reserved for Public Use.

REFERENCES & ATTACHMENTS

1. Use of Community Center
2. RESO 2026_05_Community Center and Pioneer Hall Use





Council Business Meeting

Date: March 27, 2026

Agenda Item	Discussion on Use of Community Center
Department	Mayor and Council
From	Jordan Rooklyn

TIME ESTIMATE

45 minutes

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

A summary of the historic use, rehabilitation, and current staff use of the Community Center.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

Historic Use of the Community Center

The Community Center (59 Winburn Way) was built in 1922 for the Ashland Women's Civic Improvement Club. It was used for meetings, banquets, shows and tourist events until it became a USO headquarters during World War II. After the War, it served as the home of the Ashland Parks and Recreation Department for a number of years. In 1985, the City rehabilitated the building and used it as a blend of Parks office space and community rental space. From 2016-2018, the center was rented 36% of the available rental hours, or roughly 2,160 hours per year ([Ashland Parks and Recreation Commission 2019 Comprehensive Annual Financial Report](#)). After a structural investigation in April 2019, the Community Center was closed to public access due to safety concerns.

Rehabilitation of the Community Center

In April 2024, the City of Ashland completed a plan to address the Community Center's known structural issues and improve Americans with Disabilities (ADA) access. In July 2024, Outlier Construction began construction to implement the improvements. During demolition, additional structural issues were identified which would increase the cost of rehabilitation. In October 2024, City Council directed staff to form a Management Advisory Committee to provide input and a recommendation. In December 2024, City Council voted to continue with the rehabilitation under the original design intent. Major construction was completed November 2025, and final improvements are anticipated to be completed in May 2026. The cost of the Community Center rehabilitation project to date is \$1.4 million.

Relocation of Staff to the Community Center

Prior to February 2026, City Hall housed 13 administrative employees from the City Manager's Office, Human Resources, and the Legal Department. Due to safety concerns identified during a [Commercial Building Code inspection](#) and the [Fire Marshal's General Fire Inspection report](#), all City Hall staff vacated City Hall, effective February 17, 2026.

Effective February 27, 2026, the Legal Department relocated to the Finance building at 2245 Ashland Street. Effective March 16, 2026, the City Manager's Office and Human Resource relocated to the Community Center at 59 Winburn Way.

The plan to place the Legal Department in the Finance building and administrative staff in the Community Center was shared via email with City Council on February 17th, February 20th, Feb 27th, March 6th, and March 13th. New staff locations and office hours are scheduled to be announced in the March 27th e-newsletter.





Council Business Meeting

The table below summarizes the written communication that has occurred regarding the relocation of staff.

Date	Communication	Contents
Feb 16, 2026	City Manager email to City Hall staff and City Council	Fire Marshal has recommended vacating City Hall; staff are directed to work remotely until further notice.
Feb 17, 2026	City Manager email to City Council	Additional details about City Hall access restrictions.
Feb 17, 2026	City Manager email to City Council	Shares plan that Legal Department will be relocated to the Finance building and all other staff to the Community Center. Informs Council that Community Center will not be available for public rentals given the circumstances, but that Pioneer Hall will remain available for rentals.
Feb 18, 2026	Facebook & Instagram Post	City Hall vacated by staff
Feb 18, 2026	News Release	City Hall vacated by staff
Feb 20, 2026	City Manager Weekly Update (all staff and City Council)	Legal Department will be located at the Finance Building; HR and Admin will be at the Community Center; Emergency Management will be at Fire Station 2; Councilor office hours will be at the Grove. Community Center will not be available for rentals, but Pioneer Hall will remain available for public use.
Feb 27, 2026	City Manager Weekly Update (all staff and City Council)	CMO and HR are remote; Legal Department has relocated to Finance building. Council Office Hours relocated to the Grove.
Mar 6, 2026	City Manager Weekly Update (all staff and City Council)	Legal Department will be located at the Finance Building and HR and Admin will be at the Community Center.
March 13, 2026	City Manager Weekly Update (all staff and City Council)	HR and Admin will be at the Community Center starting Monday. Legal continues to be located at the Finance building. We have open hours at our new location. Details coming soon.

FISCAL IMPACTS

Expense Impact: The primary expenses for relocating offices to the Community Center are the Facilities and IT staff time required to move office furniture and equipment. Project-specific expenses are applied to the Public Works Facilities budget.

Revenue Impact: The BN25-27 budget estimates \$9,000 per year in revenue from Pioneer Hall and Community Center rentals combined. Actual revenue may be different based on usage rate.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

None

REFERENCES & ATTACHMENTS

None





Council Business Meeting



RESOLUTION NO. 2026-05

A RESOLUTION DECLARING THE COMMUNITY CENTER AND PIONEER HALL RESERVED FOR PUBLIC USE

RECITALS:

- A. The Ashland Community Center, located at 59 Winburn Way, and Pioneer Hall, located at 73 Winburn Way, were closed to the public in April 2019 due to safety concerns.
- B. In July 2024, construction began to address the Community Center's and Pioneer Hall's known structural issues. Pioneer Hall remodeling was completed in November 2025. The Community Center remodeling is ongoing, pending the delivery and installation of internal doors which is anticipated in June 2026.
- C. In January 2026, Pioneer Hall was re-opened to the community for rental.
- D. On February 17, 2026, staff vacated City Hall, located at 20 E Main St, due to safety concerns identified during a Commercial Building Code inspection and the Fire Marshal's General Fire Inspection report.
- E. On March 16, 2026, the City Manager's Office and Human Resources department was relocated to the Community Center.
- F. At a Special Meeting on March 27, 2026, City Council moved to reserve the Community Center and Pioneer Hall for community use.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Ashland Community Center and Pioneer Hall are to be reserved for public, civic, recreational, cultural, meeting, and other community-serving uses, and shall not be used for general administrative occupancy by city staff, except in the event of a declared emergency.

SECTION 2. This resolution is effective July 1, 2026.

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

Jordan Rooklyn, Acting City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney



Council Business Meeting

Date: May 5, 2026

Agenda Item	Final Recommendations: 2200 Ashland Street Ad Hoc Committee
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

15 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Before Council tonight is the final recommendations from the 2200 Ashland Street Ad Hoc Committee for adoption. This is the second ad hoc committee created to further develop options for the site, commonly known as 2200. The Committee's final recommendation report for adoption is attached.

POLICIES, PLANS & GOALS SUPPORTED

- Regional cooperation, including in support for public safety and homelessness
- Belonging through mutual respect and openness, inclusion, and equity
- Respect for the citizens we serve, for each other, and for the work we do
- Excellence in governance and city services

BACKGROUND AND ADDITIONAL INFORMATION

Committee Charge

To expedite implementation of the 2200 Ashland Street Master Plan Recommendations, the City Council created the 2200 Ashland Street Facility Plan Ad hoc Committee to assist with the development of the following:

- Site Plan Design that incorporates elements of the recommendations developed by the 2200 Ashland Street Master Plan Ad hoc Committee;
- Checklist for program and site management policies (e.g., standards for client services, security, exit planning, and staff training);
- Client “bill of rights,” code of conduct, and behavior contract;
- Set of site rules;
- Components of a communications and engagement plan for use with key stakeholders, including those in the surrounding area and potential clients to be served on site; and





Council Business Meeting

- Interim uses for the site.

Scope of Authority

The 2200 Ashland Street Facility Plan Ad Hoc Committee will propose management processes and documents to the City regarding this site, consider and provide recommendations to Council regarding uses at the site, assist city staff and council with public engagement regarding site planning, and provide a final recommendation to Council regarding site planning.

This committee will follow all standard public meeting and ethics regulations.

Membership

This ad hoc committee will be comprised of representatives from the following:

- Surrounding Neighborhood and Businesses
 - Representatives from the surrounding neighborhood will bring the perspective of the site's neighbors, reflecting both residential and commercial interests.
- Unhoused Community and Advocates
 - Representatives who have experienced homelessness, along with advocates, will provide insight into the experiences of Ashland's unhoused residents and the effectiveness of various potential options for the site.
- Service Providers
 - Representatives of local social service provider organizations will contribute programmatic expertise to the planning process. along with a clear understanding of regional initiatives and how this property might address specific needs.
- City of Ashland
 - The mayor and a councilor will facilitate the Ad Hoc Committee process with support from the City Manager. Additional City staff may include subject matter experts on homeless services, affordable housing, and building and fire code regulations.





Council Business Meeting

- Committee Members

Chair	Noah Werthaiser
Vice Chair	Jason Houk
Committee Member	Kathleen McNeil
Committee Member	Kristin Beers
Committee Member	Debbie Neisewander
Mayor	Tonya Graham
Council Liaison	Gina DuQuenne
Council Liaison	Dylan Bloom

Timeline

Council appointed members at the August 19, 2025, City Council meeting. This ad hoc committee has six months from the date of the first meeting, October 17, 2025, to develop its facility plan recommendation to the Council. The ad hoc committee gave a special presentation to City Council on March 3rd, 2026 to receive direction and feedback. An open house at the facility at 2200 Ashland Street took place on April 9th, 2026 from 5pm to 7pm, with an open invitation for all to attend.

FISCAL IMPACTS

To be determined through LOI/RFP process

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the recommendations as presented by the 2200 Ashland Street Ad Hoc Committee.

REFERENCES & ATTACHMENTS

1. 2200 Ashland St. Master Plan Ad hoc Committee Report - revision for council packet 250113
2. 2200 Summary Report _Council March 3
3. Powerpoint AdHOC_March 3 (1)
4. Final 2200 Recommendations



TO: Ashland City Council
FROM: 2200 Ashland St. Master Plan Ad hoc Committee
DATE: November 12, 2024
SUBJECT: **2200 Ashland St. Master Plan Recommendations**

The Committee

City Council appointed the 2200 Ashland St. Master Plan Ad hoc Committee to develop a Master Plan, which can serve as the basis for cost estimates and as a tool to leverage new funding for renovations and operations. The Committee was comprised of neighbors, people who have lived experienced with homelessness, advocates, and three non-voting members of City Council.

Jason Houk	Member
Rachel Jones	Member
Matthew McMillan	Member
Debbie Neisewander	Member
Avram Sacks	Member
Trina Sanford	Member
Allison Wildman	Member
Tonya Graham, Mayor	Non-voting Member
Gina DuQuenne, City Councilor	Non-voting Member
Bob Kaplan, City Councilor	Non-voting Member

The Charge

The Committee's charge was to develop a master plan for the use of the 2200 Ashland St. property that

1. provides services to people experiencing homelessness,
2. furthers the community's goals regarding homeless services and affordable housing,
3. enhances the experience of the surrounding area.

The Timeline

The Committee began its work in June 2024 and concludes with this report presented for a City Council Study Session on November 18 and Council action on December 3, 2024.



The Role of the 2200 Ashland St. Master Plan

Having a property master plan is the foundation for

- Prioritizing site use
- Detailed facility design, for which cost estimates can be determined, and
- Seeking funding for site improvements and program operations.

All three steps above (prioritizing, designing, and funding) will take time, and thus mean a phased approach to implementing services.

Some components of the master plan will be immediate. For example, the site will continue to be used as a Severe Weather/Smoke Shelter, and it will be available as a community space in case of emergencies. These pre-determined uses are incorporated into the master plan and supported within the current City Budget.

The Limitations of the 2200 Ashland St. Master Plan

The 2200 Ashland St. Master Plan is only a small part of what is needed to address and prevent homelessness in Ashland and the surrounding region. **The need is much greater than can be met on this property.**

The services described in the 2200 Ashland St. Master Plan are intended to complement and not duplicate or compete with other services, as each plays a different role in addressing community needs.

Acknowledging the Challenges

As individuals, families, and interconnected sectors of the greater Ashland community, we recognize that the condition we call “homelessness” has many challenges. It is through the transparent examination of steps – and mis-steps – that the 2200 Ashland St. Master Plan Ad hoc Committee believes well-planned and well-managed efforts can create positive outcomes for everyone.

The Recommendations

The recommendations from the 2200 Ashland St. Master Plan Ad hoc Committee are based on the committee’s understanding of the directive to produce a Master Plan that

- Serves people experiencing homelessness, beyond just a severe weather shelter
- Does not foster negative impacts on the surrounding area

Attached, please find the Ad hoc Committee recommendations for 2200 Ashland St. **Site Use** (pgs. 3-4) and **Site Management** (pg. 5), as well as **Other Considerations** (pg. 6).

2200 Ashland St. Site Use

A. Severe Weather/Smoke Shelter

As directed by Council, 2200 Ashland St. shall be used to provide safe and secure shelter from severe weather and smoke, with every reasonable attempt made to provide adequate storage for personal belongings. Persons shall abide by City-approved rules and be allowed to access the service without an appointment. The Severe Weather/Smoke Shelter will be prioritized for facility improvements to eliminate barriers to providing this essential service.

B. Indoor Day Services by Appointment

Except for the Severe Weather/Smoke Shelter, any services provided on site shall be by appointment or pre-registration. The following indoor, daytime, by-appointment services are appropriate to be provided at this property:

1. Offices for social service providers to meet with clients
2. Laundry
3. Showers
4. Day storage

C. Transitional Housing

The property is appropriate to help meet the need for Transitional Housing, including Bridge Housing, as defined below:

- Transitional Housing provides up to 24 months of training, counseling, and support for clients to then move into a subsidized housing program with ongoing case management or housing without subsidy.
- Bridge Housing provides short-term housing for individuals who can be self-sufficient (e.g., they have a housing voucher or are enrolled in a subsidized housing program) but are seeking a rental unit.

The following facilities are appropriate for Transitional/Bridge Housing at the site:

1. Boarding Rooms in the existing building.
2. Tiny Home Village, where individuals or couples can reside in self-contained tiny homes, complete with bathrooms and kitchens.
3. Multi-floor Efficiency Apartments, also for individuals or couples, but making for more efficient use of the space.



D. Space for Training and Meetings

The site allow scheduling of appropriate space for training and meetings related to housing and homeless services.

E. Administrative Offices

The site allow for a limited number of office spaces for administrative use by organizations addressing housing and homeless services.

F. Maintenance

The property be fenced and well-maintained. The detailed Facility Plan should include placement of additional trees, as well as upgraded fire-safe landscaping. Continuous weed abatement and regular maintenance is necessary to ensure that the property is visually appealing, in keeping with the standards of other City buildings and properties and the goal of ensuring this property meets the goal of enhancing the experience of the surrounding area.

G. Amenities

The property include a multipurpose space that can be used for classes and meetings, as well as activities in response to a community emergency (e.g., flood, fire, earthquake).

The site include an adequate number of indoor restrooms to meet the needs for use, including the needs of participants at the Severe Weather/Smoke Shelter.

Other amenities be offered, including bicycle racks, visually appealing screening of any outdoor recycling or garbage bins (enclosed and locked), informational signage, and low-impact night lighting to be continuously illuminated. In addition, the City of Ashland should improve or replace the dilapidated shed attached to the west side of the building.

H. Prohibited Uses

Except for the Severe Weather/Smoke Shelter, the 2200 Ashland St. property shall not include:

1. Camping (including tents, cars, or other vehicles)
2. Low-barrier and/or congregate shelter
3. Porta-potties that are not fully screened and roofed
4. Service trailers
5. Drop-in services
6. Pallet houses

Exceptions may be made, particularly in response to a community emergency (e.g., flood, fire, earthquake).

2200 Ashland St. Site Management

Details regarding policies, rules, expectations, and responsibilities, referenced below are further discussed in "Other Considerations" on page 6.

- A. The City of Ashland shall provide strong and continuous contract management for program providers, with approval of program and site management policies before delivering services. Policies should include standards for client services, security, exit planning, and staff training.
- B. All clients (residents and non-residents) shall be provided a client bill of rights and supported with best practices in social services and coordination with other community resources to help them achieve self-sufficiency.
- C. The City of Ashland shall establish an ongoing 2200 Ashland St. advisory committee.
- D. Expectations shall be laid out in seeking service providers who will work with the City and surrounding area to deliver high-quality services and mitigate any concerns that arise.
- E. Clients served at this location shall abide by clearly communicated rules.
- F. Clients shall agree to a code of conduct and sign a behavior contract that describes expectations and protocols for completing or terminating services.
- G. This site is not suited to host or serve individuals who are unable to abide by the code of conduct and behavior contract. Services at this site appropriately focus on serving those who are taking steps toward self-sufficiency and are identified as such through a simple provider referral. This process will help ensure appropriate matching of needs and services.
- H. Residential stays shall be for a duration sufficient for individuals to prepare for self-sufficient living; likely no longer than 24 months.
- I. Residents shall be supported through services offered at this site in activities to increase their ability to be self-sufficient in stable housing.

Other Considerations

2200 Ashland St. is just one City-owned property, with a dedicated purpose to serve people experiencing homelessness. The location of this property and existence of a major homeless services center that is equipped to handle crisis situations within one mile of the site were major factors in shaping these recommendations.

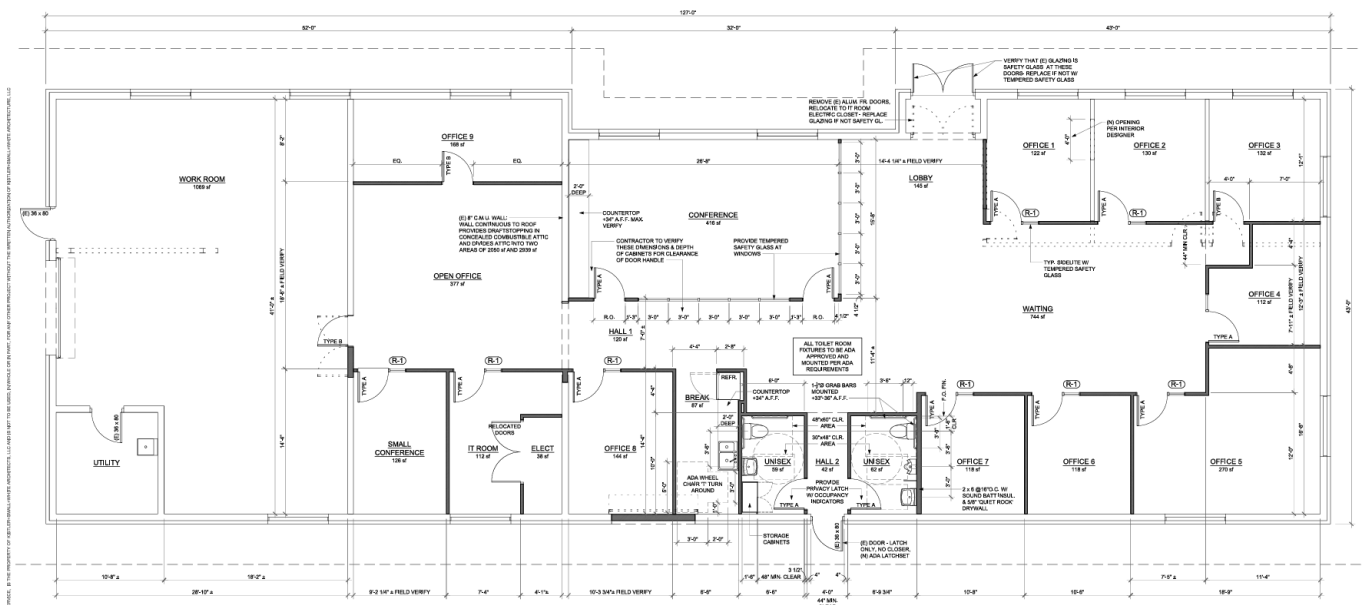
The site cannot meet all needs, or even the most critical needs of people experiencing homelessness. Anything located at the site should be well designed and complement other services offered by community partners. To that end, the following recommendations are offered:

- A. Services at 2200 Ashland St. be coordinated with other resources throughout the region to facilitate effective access to a network of homeless services.
- B. The City of Ashland use the action framework provided in the August 2024 Homeless Services Assessment Report to implement other viable and promising actions to help resolve and/or reduce homelessness, without further concentrating homeless services in south Ashland.
- C. The City of Ashland fill the staff position approved by Council to assist the City in advancing a coordinated and well-articulated approach to homelessness services, including supporting implementation of the recommendations within this document.
- D. The City of Ashland develop a communications and engagement plan for use with key stakeholders, including those in the surrounding area and potential clients to be served on the site.
- E. To expedite implementation, the City Council extend or otherwise re-charter the Ad hoc Committee with representatives from the surrounding area, as well as people with lived experience of homelessness to assist the City with the development of the following:
 - 1. A Site Plan Design that incorporates elements of these recommendations;
 - 2. A checklist for program and site management requirements (e.g., standards for client services, security, exit planning, and staff training);
 - 3. A client "bill of rights," code of conduct, and behavior contract;
 - 4. A set of site rules;
 - 5. The role of an ongoing 2200 Ashland St. Advisory Committee;
 - 6. Components of a communications and engagement plan for use with key stakeholders, including those in the surrounding area and potential clients to be served on site; and
 - 7. Interim uses for the site.

Attachment: 2200 Ashland St. site map and floor plan of existing building



Land: 52,272 sq. ft. (1.20 acres)



5,333 sq. ft. finished interior

Summary Report
2200 Ashland Street Ad Hoc Committee
Progress Update and Direction

Introduction

The Ashland City Council appointed the 2200 Ashland Street Ad Hoc Committee to assist in developing a facility site plan, guiding documents, a communication and engagement structure, and the framework for a long-term advisory body for the property at 2200 Ashland Street. The committee charge, structure, and scope are outlined in the Council materials creating the ad hoc body.

The committee's work builds on the prior 2200 Ashland Street Master Plan Ad Hoc Committee recommendations, which established the overall site use framework and management principles.

Given the six month charge, the committee divided into two focused workgroups:

- Site Planning and Development
- Services and Accountability

The following report provides a detailed update on the smaller individual charges, followed by progress on the two major charges. Draft materials referenced are included at the end as attachments.

Smaller Charges

Client Bill of Rights, Code of Conduct, and Behavior Contract

The committee discussed at length whether the City should directly author a client bill of rights, code of conduct, and behavior contract. The preliminary direction is that these documents should instead be included as required elements within a checklist of program and site management policies.

If the City contracts with a coordinating agency or service provider to operate services at the site, that entity should already maintain established, legally compliant, and operationally tested policies, including:

- Client rights and reasonable accommodations
- Participation agreements
- Codes of conduct
- Grievance and appeal procedures

- Safety and security protocols
- Community complaint escalation process/POC
- Exit planning and service termination

The committee recommends that the City require demonstration of these policies through the RFP process rather than create new documents that may conflict with established provider systems or discourage otherwise qualified applicants from responding.

Role of an Ongoing 2200 Advisory Committee

The committee discussed whether to create a standalone advisory committee specific to the site. The preliminary recommendation is that ongoing operational oversight, future planning adjustments, and community feedback responsibilities could reasonably be incorporated into the contract process and language.

For contract and proposal review, it is the recommendation that the Housing and Human Services Advisory Committee review and recommend direction as it relates to partnerships at the Site.

Communication and Engagement Plan

The committee has actively incorporated communication and engagement into its process.

All ad hoc meetings are publicly noticed and provide opportunity for public comment. This report and final recommendations will be presented in public Council meetings.

Additional outreach has included and will continue to include:

- Direct conversations with neighborhood and business stakeholders
- Meetings with service providers and housing experts
- A planned community town hall at the 2200 Ashland Street site in early April

If Council delegates future responsibilities to the Housing and Human Services Advisory Committee, those meetings will also be publicly noticed and open to public participation.

The intent is to complete these engagement efforts prior to final recommendations being presented to Council in late April or early May in order to fully consider and incorporate public input.

Interim Use of the Site

The committee's recommendation for interim use of the site is to maintain its current function as a Severe Weather Shelter while service providers are evaluated.

Additional recommendations include possible relocation of the City's "Night Lawn" site and or pallet shelters while dev. RFP is created and evaluated.

Direction from Council is requested regarding other interim uses.

Major Charge 1

Site Planning and Development

The Site Planning and Development Workgroup focused on feasibility, development models, and partnership structures.

Meetings were held with the executive directors of regional housing and service organizations, including OHRA, Rogue Retreat, and the Housing Authority of Jackson County.

Consultation was also conducted with the City's Planning and Community Development staff to better understand zoning constraints, building envelope limitations, and overall development parameters.

The workgroup explored multiple housing models consistent with the Master Plan framework, including but not limited to:

- Tiny home village concepts
- Multi-unit efficiency apartments
- Multi story or multiplex configurations
- Modular or container-based construction

In alignment with the Draft Site Development Recommendations, the committee recommends that the City issue a Master Plan proposal seeking a qualified entity or consortium to develop housing on site serving one or more of the following possible populations:

- Permanent supportive housing
- Long term transitional housing
- Low income households at or below 60 percent AMI
- Seniors at or below 60 percent AMI

- Working households at or below 80 percent AMI

Additional development parameters may include:

- Approximately 300 square feet minimum per unit
- Larger units encouraged for families or persons with disabilities
- Attractive, innovative, and cost-efficient construction
- Compatibility with surrounding neighborhood standards
- Inclusion of shared spaces, landscaping, and parking
- A multi-year financial sustainability model
- Long term rent affordability targeted at 30 percent of income thresholds

The committee recommends that the City conduct preliminary feasibility conversations with potential developers prior to issuing a formal RFP, as noted in the draft recommendations.

Major Charge 2

Services and Accountability Plan

The Services and Accountability Workgroup has focused on governance structure, accountability systems, and operational clarity. A draft Services and Accountability Plan framework has been developed, and its details continue to be refined.

Key deliverables under development include:

- Draft Good Neighbor Agreement
- Structured service category framework
- Defined geographic responsibility zones
- Clear operational and financial responsibility expectations

Coordinating Agency Model

The draft proposes issuance of a single Master Lease or equivalent agreement to a coordinating organization. That organization would oversee:

- Appointment scheduling
- Participation agreement compliance

- Security coordination
- Office and administrative staffing
- Provider accountability
- Utilities and operating expenses

Under this model, the City would remain responsible primarily for major infrastructure failures, while all other operational management and costs would be the responsibility of the contracted coordinating agency.

Additionally, the organization would be responsible for ensuring participant adherence to the Good Neighbor Agreement, a draft of which is included as Attachment A. The purpose of this agreement is to reinforce that participants attend the site for scheduled services and conduct themselves in a manner that respects the surrounding neighborhood, businesses, and residents, while clearly outlining behavioral expectations and accountability standards intended to support a safe and well managed environment.

This structure clearly separates direct service provision from overall operational accountability and is intended to reduce administrative burden on City staff. The City's role would focus on establishing performance standards, contract oversight, and infrastructure support, while qualified service providers and subject matter experts are responsible for delivering services. This approach allows the City to set clear operational expectations while relying on experienced providers to implement programs effectively and professionally.

LOI/RFP Structure

The workgroup recommends that the Letter of Intent/ Request for Proposals be structured with intentional flexibility, allowing respondents to propose proven operational models rather than conforming to a rigid or overly prescriptive framework. The LOI/RFP should clearly define desired outcomes and performance expectations, enabling qualified entities to demonstrate how they would effectively meet those goals.

The workgroup also recommends that eligibility for the Coordinating Agency not be limited solely to direct service providers, but that operational nonprofits, coordinating agencies, or consortium models be permitted to apply if they can demonstrate the capacity to manage site operations and ensure accountability.

Finally, the LOI/RFP should clearly frame the 2200 Ashland Street site as a location where services are delivered directly on site, rather than functioning solely as a navigation or referral hub to services provided elsewhere.

Service Category Framework

Using regional service mapping and state level resource references, the workgroup has begun identifying priority service categories such as case management, mental health services, eviction prevention, medical services, and legal navigation.

A Draft list can be found as Attachment B

The coordinating agency would be required to align on site tenant service providers with these categories in order to address identified service gaps.

Grievance and Appeals Escalation

A structured escalation pathway is proposed:

1. Provider level resolution
2. Coordinating agency review
3. City of Ashland to review contractual obligations.

The goals are to:

- Provide clear redress
- Establish defined response timelines such as five business days
- Aim to address concerns at the appropriate level

Community Accountability

The draft recommends that RFP applicants propose self-accountability practices centered around pride, contribution, and positive participation as part of the site culture. These practices should reinforce the expectation that participants are not only recipients of services, but active contributors to a respectful and well-maintained environment.

For example, the coordinating agency may hold monthly Community Cleanup days for volunteer participants to encourage shared responsibility for the property and surrounding area, foster positive engagement with neighbors, and build a sense of ownership and dignity among those receiving services. Additional practices could include peer leadership opportunities, structured volunteer roles within the site, or recognition programs that highlight positive contributions and community minded behavior.

Direction and Next Steps

The committee continues to refine draft documents and integrate community feedback.

Items for Council clarification include:

- Feedback regarding the Good Neighbor Agreement, including content and intended use
- Direction regarding interim use
- Preferred timing and structure of the Master Plan LOI/RFP process

Final recommendations are anticipated for presentation to Council in late April or May following the scheduled town hall and completion of public engagement.

ATTACHMENT A

Participant Good Neighbor Contract Draft

Community Standards Beyond the Site

This Participant Good Neighbor Contract (Agreement) is a condition of participation in programs offered onsite at the 2200 Ashland Street facility. It explains the expectations of participants in the area around the site so the surrounding community remains a safe, clean, and welcoming partner. This Agreement is written as program rules and participation conditions, with a fair notice and review process for suspension or exit.

By signing, you confirm you received this Agreement, it was explained to you, and you understand that continued participation requires following it.

1. Definitions

1. **Participant** means a person receiving services at 2200 Ashland Street.
2. **Site** means the project and services and building(s) at 2200 Ashland Street and any area controlled by the coordinating agency on its property.
3. **Property Line** means the boundary of the property at 2200 Ashland Street.
4. **Entrance** means the main entry gate used for participant access at 2200 Ashland Street
5. **Public Space** includes sidewalks, streets, and other public rights-of-way. Public space remains public. The service providers and coordinating agency set expectations for participants but do not create new laws or replace city enforcement.
6. **Immediate Safety Threat** means conduct that creates a serious and imminent risk of harm to any person.

2. The Zone Standards

The Site uses distance-based zones to make expectations clear. Distances are measured outward from the Property Line nearest the Entrance unless a posted map states otherwise. A zone map is attached as Exhibit A.

Zone A: On the Site and within 50 feet past the Property Line

This is the immediate area around the Entrance and the site frontage.

Participants agree to:

1. Keep entrances, sidewalks, driveways, and ADA routes clear.
2. Follow check-in, line, and queue instructions from staff.
3. Use only designated waiting areas identified by staff or signage.
4. Keep voices low and avoid disruptive behavior near doors and windows.
5. Put all trash in bins and do not leave belongings or items in public spaces/belongings only in designated areas
6. Do not smoke or vape in posted no-smoking areas and use designated smoking areas only.
7. Do not block bus stops, business entrances, loading zones, or residential driveways.

Zone B: 100 yards past the Property Line

This includes the nearby blocks surrounding the site.

Participants agree to:

1. Respect businesses, residents, and passersby. No harassment, intimidation, discriminatory slurs, or threatening behavior.
2. Do not trespass on private property, including doorways, patios, lots, and service areas.
3. Do not create excessive noise, especially during Quiet Hours.
4. Use restrooms provided by the Site when available and ask staff for help accessing restrooms if needed.
5. Do not litter, dump items, or leave food, or hazardous materials in public areas.

Zone C: 1/4 mile square past the Property Line

This includes the broader neighborhood.

Participants agree to:

1. Do not create repeated neighborhood disturbances connected to the Site, including repeated noise, repeated arguments, repeated littering, repeated trespass, or repeated harassment.
2. Do not store belongings in public spaces or on private property.
3. If you see a safety hazard connected to Site activity (trash buildup, broken glass, sharps, someone in crisis), tell staff so appropriate services can respond.

3. Conduct Standards in All Zones

In addition to individual program participation agreements provided by providers, participants agree to:

1. Treat neighbors, staff, other participants, and the public with respect and dignity.
2. Not engage in harassment, intimidation, discriminatory slurs, threats, or stalking behavior.
3. Not fight or engage in aggressive behavior.
4. Not damage property, tag, vandalize, steal, or tamper with vehicles, buildings, or landscaping.
5. Not bring weapons onto the Site and not brandish or use weapons.
6. Do not bring alcohol, illegal or controlled substances, and/or paraphernalia onsite
7. Follow staff directions when staff are addressing safety concerns, de-escalating conflict, managing lines, or responding to emergencies.

4. Outdoor Quiet Hours and Noise

Quiet Hours: 8pm to 7am

During Outdoor Quiet Hours, participants agree to:

1. Keep outdoor conversations low and avoid shouting.
2. Not play amplified sound near the Site.
3. Avoid lingering near residences or business entrances.

5. Cleanliness and Community Care

Participants agree to:

1. Use trash bins and keep food waste contained.
2. If you see litter, pick up what you can safely pick up and place it in a bin.
3. Tell staff if you see hazardous materials or waste so staff can respond using established safety protocols.
4. Not leave personal items, bedding, carts, or bags in doorways, on sidewalks, or on private property.

6. What to Do When You Need Help

If you are overwhelmed, in conflict, or at risk of violating this Agreement, ask staff for help before problems escalate.

7. Reasonable Modifications for Disabilities

Site administration will comply with all applicable federal, state, and local laws regarding reasonable modifications for individuals with disabilities. Participants may request adjustments to rules, policies, or procedures to ensure equal access to services, and staff will engage in a timely, interactive process to evaluate and implement appropriate modifications unless doing so would fundamentally alter the program or pose an unmitigable safety risk.

Clear procedures for requesting accommodations will be communicated to participants, and disability-related information will be handled confidentially.

8. How Concerns Are Addressed

The Site's goal is to correct problems early and keep participants engaged, using a specific response process and documentation. Participant agrees to adhere to this process.

10. Privacy and Communication Limits

The Site will not share participant-identifying information with neighbors or the public. The Site may share general information about project engagement, including aggregated data and about what actions were taken to address concerns, consistent with legal confidentiality requirements.

11. Acknowledgment and Signature

I acknowledge:

- I received this Agreement and it was explained to me.
- I had the opportunity to ask questions.
- I understand the zone expectations and community standards.
- I understand that continued participation in the Site depends on following this Agreement and the Site's on-site rules.

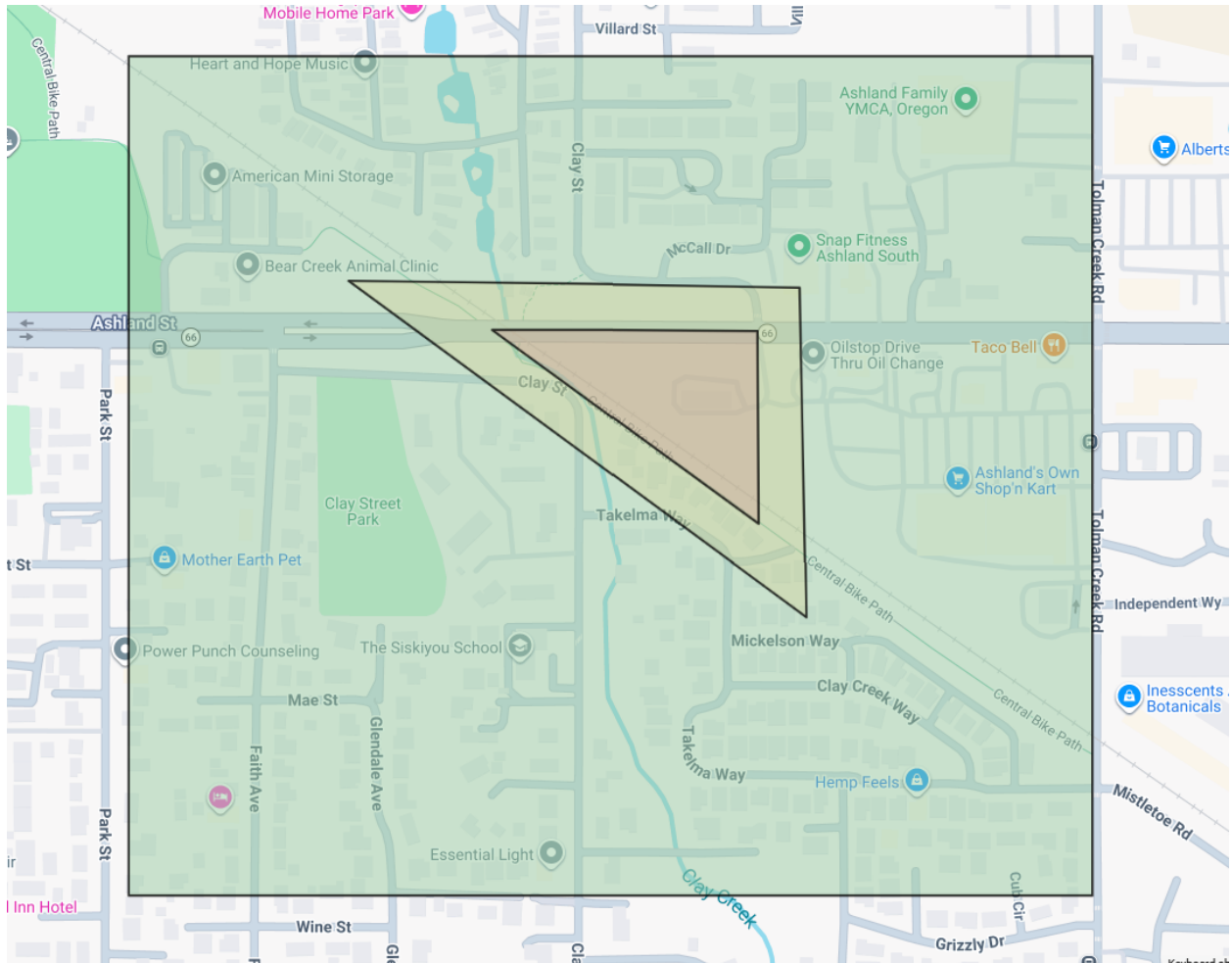
Participant Name:

Participant Signature: _____ *Date:*

Staff Name/Title:

Staff Signature: _____ *Date:*

Exhibit A: Map Example



Draft List of Service Types

This list of service types and example organizations is created based on information regarding the availability and need for different services in the region in general, but Ashland specifically. It is a draft, and none of the organizations listed has been contacted about providing services on site.

- **Eviction Prevention and Rental Assistance**
 - OHRA
 - Saint Vincent de Paul
 - Columbia Care
- **Legal Services and Civil Legal Aid**
 - Center for Nonprofit Legal Services
 - Resolve
- **Outreach Court and Reentry Support**
 - Rogue Retreat
 - Jackson County Community Justice
 - Ashland Municipal Court
- **Benefits Navigation and Public Assistance Enrollment**
 - ACCESS
 - ODHS
 - Ashland Resource Center
- **Employment Services and Job Readiness**
 - Good Will
 - Rogue Community College
 - Maslow Project (Youth)
- **Mental Health Counseling**
 - Options for Southern Oregon
 - ColumbiaCare
 - Kairos NW
- **Youth and Family Stabilization Services**
 - Maslow Project
 - Family Nurturing Center
 - Salvation Army

- Unete
- **Domestic Violence and Survivor Services**
 - Community Works
 - SART
- **Basic Needs and Supportive Services**
 - Ashland Emergency Food Bank
 - ACCESS
 - OHRA



2200 Ashland Street Committee

March 3, 2026

Introduction

Charges

- Site Planning
- Services and Accountability
- Client Bill of Rights/Conduct
- Engagement and Communication
- Interim and Ongoing Use of the Site

2200 Ashland Street Committee Structure

- Main Body
- Site Planning and Development
- Services and Accountability

The Ask

To provide any high-level feedback and direction that would help move the work forward.



PC Bob Palermini

Site Planning and Development

Preliminary Work

Interviews

Interviews with HAJC, OHRA, Rogue Retreat

Consultation

City Community Development

Research

Into housing models, methods, and program types

Recommendation on Format

- *Letter of Intent*
- *Formal RFP*
- *Broad Parameters*

Recommendation Categories

- *Housing Models*
- *Populations*
- *Size/Design*



Site Planning and Development

Recommendations

Housing Models

- *Tiny home village concepts*
- *Multi unit efficiency apartments*
- *Multi story or multiplex configurations*
- *Modular or container based construction*

Populations

- *Permanent supportive housing*
- *Long term transitional housing*
- *Low income households at or below 60 percent AMI*
- *Seniors at or below 60 percent AMI*
- *Working households at or below 80 percent AMI*

Design and Size

- *~300 SqFt, larger for families*
- *Innovative and attractive design*
- *Neighborhood standards compatibility*
- *Long-term financial sustainability*
- *30% Income rent affordability target plan*



Services and Accountability

Preliminary Work

Recommendation on Administration

- *Letter of Intent/RFP*
- *Master Lease or Similar*
- *Broad Parameters*

Deliverables

- *Good Neighbor Agreement*
- *Service Category List*
- *Coordinating Agency Model*

Interviews

Interviews with OHRA, Rogue Retreat, and shelter participants

Example Documentation

Research

Community Needs Assessment, HSAR, HHSAC feedback, CoC Gaps Analysis



Services and Accountability

Recommendations

Good Neighbor Agreement

- *Defined Impact Zones*
- *Respect and Behavior Expectations*
- *Site Safety and Cleanliness Standards*
- *Communication, Complaint Response, and Community Accountability*

Service Category Framework

- *Priority service categories*
- *Draft list based on CAN, Gaps, and HSAR*
- *Example providers*

Coordinating Agency Model

- *Possible “Master Lease Contract”*
- *Complete admin and operating purview*
- *Site-based participant accountability*
- *Provider coordination*



Additional Charges

Recommendations

Ongoing Responsibilities

- *For oversight and contract management, City Staff*
- *For contract/RFP review and award, and possible service provider partnership review, HHSAC*

Client Rights and Conduct

List of required policies for Coordinating Agency and programs.

- *Client rights and reasonable accommodations*
- *Participation agreements*
- *Codes of conduct*
- *Grievance and appeal procedures*
- *Safety and security protocols*
- *Community complaint escalation process/POC*
- *Exit planning and service termination*

Communication and Engagement

- *Direct conversations*
- *Meetings with service providers and housing experts*
- *A planned community town hall*



Next Steps and Direction

Good Neighbor Agreement

- Content
- Intended use

Interim Use

- Current function as a Severe Weather Shelter
- Pre-development relocation of the “Night Lawn”

Timing and Structure of LOI/RFP

- Late April/Early May Recommendation
- Post-recommendation
- Services and Development separate?



PC Bob Palermini

QUESTIONS?



Final Recommendations

2200 Ashland Street Ad Hoc Committee

Introduction

The Ashland City Council appointed the 2200 Ashland Street Ad Hoc Committee to assist in developing a facility site plan, guiding documents, a communication and engagement structure, and the framework for a long-term advisory body for the property at 2200 Ashland Street. The Committee charge, structure, and scope are outlined in the Council materials creating the ad hoc body.

The Committee's work builds on the prior 2200 Ashland Street Master Plan Ad Hoc Committee recommendations, which established the overall site use framework and management principles.

From the beginning, the Committee approached this work from a place of shared values. The property at 2200 Ashland Street sits in the heart of a vibrant, engaged neighborhood, and it will serve some of our community's most vulnerable members. The Committee held both of those realities with equal care. We listened to neighbors who brought genuine concern for their streets, their businesses, and their sense of comfort and safety. We listened to service providers, housing experts, and individuals needing services who understand what it means to be and meet people in crisis with dignity. And our goal, throughout this process, was to honor both.

Our aim was not to produce a rigid blueprint, but to build a thoughtful framework – one flexible enough to invite a wide range of qualified partners, and principled enough to hold them accountable. We deliberately explored a broad spectrum of housing models, service structures, and governance options. That breadth is intentional: we wanted to create as wide an opportunity as possible for the community we all care about, approached as thoughtfully as we could.

Given the six-month timeline, the Committee has now provided Council with the following recommendations.

Client Bill of Rights, Code of Conduct, and Behavior Contract

The Committee discussed at length whether the City should directly author a client bill of rights, code of conduct, and behavior contract. The final decision is that these documents

should instead be included as required elements within a checklist of program and site management policies.

If the City contracts with a coordinating agency or service provider to operate services at the site, that entity should already maintain established, legally compliant, and operationally tested policies, including:

- Client rights and reasonable accommodations
- Participation agreements
- Codes of conduct
- Grievance and appeal procedures
- Safety and security protocols
- Community complaint escalation process/Point of Contact (POC)
- Exit planning and service termination

The Committee recommends that the City require demonstration of these policies through the RFP process rather than create new documents that may conflict with established provider systems or discourage otherwise qualified applicants from responding.

Role of an Ongoing 2200 Advisory Committee

The Committee discussed whether to create a standalone advisory committee specific to the site. The recommendation is that ongoing operational oversight, future planning adjustments, and community feedback responsibilities could reasonably be incorporated into the contract process and language.

For contract and proposal review, it is the recommendation that the Housing and Human Services Advisory Committee review and recommend direction as it relates to partnerships at the Site.

There should also be a single point of contact designated within the City Manager's office to facilitate and manage all contracting requirements and disputes.

Communication and Engagement Plan

The Committee actively incorporated communication and engagement into its process, including conversations with former Ad Hoc Committee members, a facilitated public engagement session, and all ad hoc meetings were publicly noticed and provided opportunity for public comment.

If Council delegates future responsibilities to the Housing and Human Services Advisory Committee, those meetings are also publicly noticed and public participation is encouraged.

Interim Use of the Site

The Committee recommends that while the recommended work is being advanced, the building continue to be used as a severe weather and smoke shelter. Additional uses would likely require direction from council, and additional resources for implementation that are outside the scope of this committee.

Site Planning and Development

The Site Planning and Development Workgroup focused on feasibility, development models, and partnership structures.

Meetings were held with the executive directors of regional housing and service organizations, including OHRA, Rogue Retreat, and the Housing Authority of Jackson County. Consultation was also conducted with the City's Planning and Community Development staff to better understand zoning constraints, building envelope limitations, and overall development parameters.

The Committee recommends that the City conduct preliminary feasibility conversations with potential developers prior to issuing a formal RFP. A full set of the recommendations is included as Attachment A.

Services and Accountability Plan

The Services and Accountability Workgroup, comprised of individuals with lived experience of homelessness, social service providers, and outreach workers, focused on governance structure, accountability systems, and operational clarity.

This includes specifically a focus on the use of a Good Neighbor Agreement, a tool which should be designed and enforced by the Coordinating Agency. A full set of recommendations is included as Attachment B.

Coordinating Agency Model

It is recommended that a Master Lease or equivalent agreement be made with a coordinating organization or consortium. That organization would oversee:

- Appointment scheduling
- Good Neighbor Agreement management
- Security services
- Office and administrative staffing
- Provider accountability
- Utilities and operating expenses

Under this model, the City would remain responsible primarily for major infrastructure failures, while all other operational management and costs would be the responsibility of the contracted coordinating agency.

This structure clearly separates direct service provision from overall operational accountability and is intended to reduce administrative burden on City staff. The City's role would focus on establishing performance standards, contract oversight, and infrastructure support, while qualified service providers and subject matter experts are responsible for delivering services. This approach allows the City to set clear operational expectations while relying on experienced providers to implement programs effectively and professionally.

Letter of Intent (LOI)/Request for Proposal Structure(RFP)

It is recommended that the Request for Proposals be structured with intentional flexibility, allowing respondents to propose proven operational models rather than conforming to a rigid or overly prescriptive framework. The LOI/RFP should clearly define desired outcomes and performance expectations, enabling qualified entities to demonstrate how they would effectively meet those goals.

It is also recommended that eligibility for the Coordinating Agency not be limited solely to direct service providers, but that operational nonprofits, coordinating agencies, or consortium models be permitted to apply if they can demonstrate the capacity to manage site operations and ensure accountability.

Finally, the LOI/RFP should clearly frame the 2200 Ashland Street site as a location where services are delivered directly on site, rather than functioning solely as a navigation or referral hub to services provided elsewhere.

Service Category Framework

Using regional service mapping and state level resource references, the Committee has identified priority service categories such as case management, mental health services, eviction prevention, medical services, and legal navigation.

A complete list of recommended service types is included as Attachment C

The coordinating agency would be required to align on site tenant service providers with these categories to address identified service gaps.

Grievance and Appeals Escalation

A structured escalation pathway is proposed:

1. Provider level resolution
2. Coordinating Agency review
3. City of Ashland to review contractual obligations.

The goals are to:

- Provide clear redress
- Establish defined response timelines such as five business days
- Aim to address concerns at the appropriate level

Community Accountability

It is recommended that RFP applicants propose self-accountability practices centered around pride, contribution, and positive participation as part of the site culture. These practices should reinforce the expectation that participants are not only recipients of services, but active contributors to a respectful and well-maintained community.

For example, the coordinating agency may hold monthly Community Cleanup days for volunteer participants to encourage shared responsibility for the property and surrounding area, foster positive engagement with neighbors, and build a sense of ownership and dignity among those receiving services. Additional practices could include peer leadership opportunities, structured volunteer roles within the site, or recognition programs that highlight positive contributions and community-minded behavior.

ATTACHMENT A

Site Development Recommendations

- The City of Ashland shall issue an RFP to a qualified entity or consortium of entities interested in forming a partnership with the City of Ashland to develop housing on the existing site consistent with the following criteria:

Housing will be provided to serve one or more of the following populations:

- (a) Individuals and families in need of permanent supportive housing
 - (b) Individuals and families in need of long-term transitional housing
 - (c) Low-income individuals and families at 60% or below of AMI
 - (d) Seniors at or below 60 percent AMI
 - (e) Working households at or below 80 percent AMI
- 1. Units to be developed with an approximate minimum of 300 sq. feet per unit; larger units to house families or accommodate persons with disabilities are recommended.
- 2. Innovative, creative, and attractive designs and cost-efficient construction models are to be utilized, potentially including tiny home village concepts, multi-unit efficiency apartments, multiplex configurations, modular or container-based construction, mid-rise vertical construction (depending on housing type), and community village models
- 3. Construction of housing shall be compatible with the surrounding community standards and responsive to the neighborhood's aesthetic requirements
- 4. Plan shall include ancillary construction including parking, communally shared spaces, commercial spaces, etc., if any, including landscaping
- 5. List of services, if any, to be provided or contracted for specified populations including case management, peer support or similarly appropriate services
- 6. An operational and financial model that supports long term affordability through a multi-year sustainability plan. Rents will be structured according to HUD affordable housing guidelines and AMI based rent limits to ensure tenants pay no more than 30 percent of household income for housing
- The City of Ashland remain flexible in developing agreements that serve the larger goals of operating the existing services on the site while developing needed low-income and/or affordable housing on site.
- Prior to an official RFP being prepared, it may benefit the City of Ashland to prepare a Letter of Interest to be widely distributed in order to solicit preliminary conversations with potential organizations, contractors and developers as to what may be feasible given the limitations and desired outcomes for the site.

ATTACHMENT B

Services and Accountability Plan Recommendation:

A Good Neighbor Agreement (GNA) is a formal, written commitment by a service provider and its participants to operate in a manner that is considerate of and compatible with the surrounding neighborhood. The GNA should begin with welcoming, affirming language, communicating to participants that they are valued community members while giving neighboring residents, businesses, and public agencies meaningful assurance that clear expectations and accountability structures are in place. When thoughtfully designed and consistently upheld, it affirms that access to services and community wellbeing are not competing values, but complementary ones.

A GNA is only as effective as the systems that support it. The coordinating agency bears responsibility not only for ensuring each provider's agreement meets minimum standards, but for actively monitoring adherence, receiving and tracking community feedback, and holding providers accountable when patterns of concern emerge. This oversight must be proactive – not reactive – sustained through periodic site assessments, community liaison touchpoints, and clear escalation pathways.

Participants also play a meaningful role: by signing the agreement with full understanding of its terms, they become active stakeholders in the health of their shared space, supported by staff who explain and enforce its provisions with consistency and fairness.

To reflect this philosophy, the RFP should require applicants to submit a Good Neighbor Agreement addressing, at minimum, the following categories – leaving the specific rules and language to each provider's discretion, consistent with the Committee's broader framework of requiring demonstrated policies rather than prescribing uniform documents:

Geographic Scope & Behavioral Zone

- Defined zone(s) with clear distances from the property (immediate area, nearby blocks, broader neighborhood)
- Zone-specific expectations that scale with proximity to the site

Neighborhood Cleanliness & Environmental Standards

- Trash disposal and waste containment
- Littering, dumping, or leaving hazardous materials in public areas

- Personal belonging in public spaces or on private property
- Proactive hazard reporting to staff

Access & Site Orderliness

- Keeping entrances, sidewalks, ADA routes, and bus stops clear
- Designated waiting areas and queue management
- Designated smoking/vaping areas

Respectful Behavior Toward Neighbors & Community

- Harassment, intimidation, threats, or discriminatory language
- Trespass on private property
- Respectful conduct toward businesses, residents, passersby, and other participants

Noise & Quiet Hours

- Defined quiet hours with specific times
- Amplified sound near the site
- Lingering near residences or business entrances during quiet hours

Safety & Site Security

- Weapons on site
- Alcohol, controlled substances, or paraphernalia
- Compliance with staff direction during safety and emergency situations
- Prohibitions on fighting or aggressive behavior
- Prohibition on vandalism, theft, or property damage

Privacy Protections

- Non-sharing of participant-identifying information with neighbors or the public
- Confidential handling of disability-related information

Disability Accommodations & Equal Access

- Commitment to reasonable modifications under applicable law

- Defined process for requesting accommodations
- Interactive review process for accommodation requests

Accountability & Enforcement Process

- Clear documentation of violations
- Graduated response process (correction before suspension/exit)
- Fair notice before any suspension or removal from program

Grievance & Appeals Process

- Tiered escalation pathway (provider → coordinating agency → City)
- Defined response timelines
- Participant right to raise concerns without fear of retaliation

Acknowledgment & Informed Consent

- Signed confirmation that the agreement was received, explained, and understood
- Both participant and staff signatures required
- Participant right to ask questions before signing

ATTACHMENT C

Recommended List of Service Types

This list of service types and example organizations is created based on information regarding the availability and need for different services in the region in general, but Ashland specifically. It is a draft, and none of the organizations listed has been contacted about providing services on site.

- **Eviction Prevention and Rental Assistance**
 - OHRA
 - Saint Vincent de Paul
 - Columbia Care
- **Legal Services and Civil Legal Aid**
 - Center for Nonprofit Legal Services
 - Resolve
- **Outreach Court and Reentry Support**
 - Rogue Retreat
 - Jackson County Community Justice
 - Ashland Municipal Court
- **Benefits Navigation and Public Assistance Enrollment**
 - ACCESS
 - ODHS
 - Ashland Resource Center
- **Employment Services and Job Readiness**
 - Goodwill
 - Rogue Community College
 - Maslow Project (Youth)
- **Physical and Mental/Behavioral Health Services**
 - Options for Southern Oregon
 - La Clinica
 - Rogue Community Health
 - ColumbiaCare
- **Youth and Family Stabilization Services**
 - Maslow Project
 - Family Nurturing Center

- Salvation Army
 - Unete
- **Domestic Violence and Survivor Services**
 - Community Works
 - SART
- **Basic Needs and Supportive Services**
 - Ashland Emergency Food Bank
 - ACCESS
 - OHRA



Council Business Meeting

Date: May 5, 2026

Agenda Item	Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE

30 minutes

CATEGORY

Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY

Consideration of a resolution supporting the nomination of an eligible Ashland census tract as a designated federal Opportunity Zone under the newly extended and revised Opportunity Zone 2.0 program.

POLICIES, PLANS & GOALS SUPPORTED

Economic Development

BACKGROUND AND ADDITIONAL INFORMATION

Opportunity Zone Program

The 2017 Tax Act introduced Opportunity Zones (OZ) 1.0 as a federal incentive program to attract private capital to invest in designated low-income census tracts. The incentive provided favorable capital gains treatment for investors who moved unrealized capital gains into new investments in a designated OZ through a Qualified Opportunity Fund (QOF). Investments could be made in real estate development, new businesses, or expansion of existing businesses. The unrealized capital gains could come from any type of existing investment — real estate, stocks, existing businesses.

In 2025, Congress reauthorized the OZ program as Opportunity Zone 2.0 and made it a permanent feature of the federal tax code. Within the OZ 2.0 program, unrealized capital gains that are reinvested in a QOF receive a 10-30% reduction of the taxable gain resulting from the prior investment. Capital gains on the other 70-90% can be deferred for up to five years. Most significantly, provided the new QOF investment is held for a minimum of ten years, there will be no capital gains tax liability on the sale of the investment thereafter. Note, the incentives of the Opportunity Zone 2.0 program are at the federal level, and have no negative taxing implication for the City.

Opportunity Zone Nomination Process

Specific Opportunity Zones are selected every 10 years through a state-level nomination process. Oregon has 223 eligible census tracts for Opportunity Zone 2.0, but the Governor can only nominate 55 census tracts. There will be a competitive application process overseen by Business Oregon for the Governor's nominations.

- May 22, 2026 - Application Window: Local jurisdictions and EDOs assemble nominations for individual tracts, highlighting existing plans, economic development initiatives, incentives, potential project sites, additional local resources, and statements of support.
- June 2026 - Scoring Window: Business Oregon will review nominations received and score them.
- July - September, 2026 - Nomination Window: Governor will receive the scored nominations and will make the final recommendation to the US Treasury.
- Late 2026 - Federal Certification: US Treasury reviews and certifies final Opportunity Zone 2.0 list
- January 1, 2027 - Effective Date: New Opportunity Zone 2.0 tracts go into effect

Nominations will be scored on the following rubric:





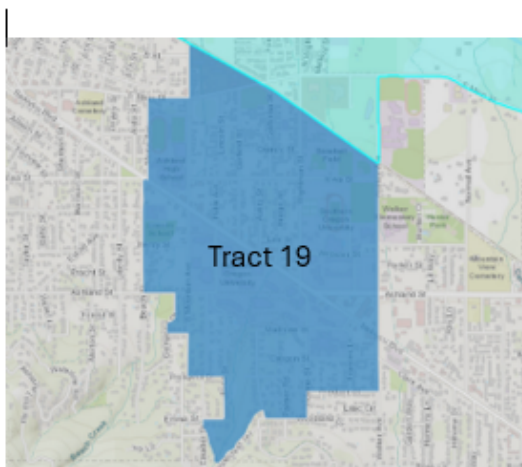
Council Business Meeting

	Criteria
Investment Readiness	The tract shows clear indicators of market readiness, including demonstrated developer and investor interest, and has strong potential to attract private capital.
	The tract has adequate infrastructure and regulatory conditions to support timely investment.
	The tract includes viable, shovel-ready projects or sites with clear timelines for development.
	The tract exhibits past investment, development progress, or economic activity that suggests positive momentum and continued potential to attract capital.
	Criteria
Local Capacity & Support	Local stakeholders are actively engaged and collaborating on economic development priorities that align with Opportunity Zone investments.
	There is organizational capacity (staff, resources, governance) to promote, manage, and sustain investment.
	Criteria
Strategic Alignment	The tract aligns with local and regional economic development priorities and policy objectives.
	The tract contributes to priority state outcomes such as housing development, industrial land capacity, energy generation, and balanced geographic distribution.
	Investment in this tract is expected to deliver long-term, inclusive, and sustainable economic benefits.

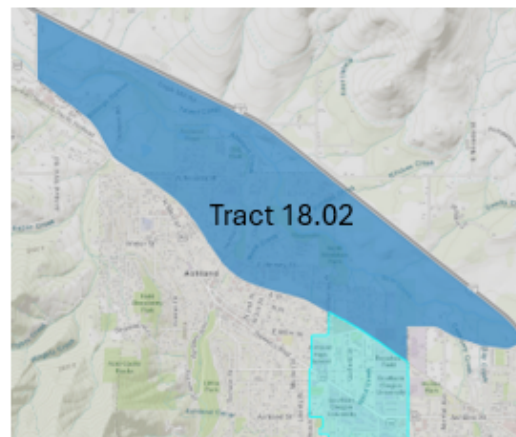
Ashland Eligible Census Tracts

Eligible census tracts have either a Median Family Income less than or equal to 70% of the Area Median Income, or a poverty rate greater than or equal to 20% with a Median Family Income less than or equal to 125% of the Area median income. All eligible census tracts can be viewed on the [Business Oregon interactive map](#).

Ashland has two eligible census tracts: Census Tract 19 and Census Tract 18.02. Staff are bringing forward Census Tract 19 for nomination given its investment readiness, local capacity & support, and strategic alignment with City initiatives and SOU's Master Plan.



Tract 19 includes SOU Campus/Master Plan, Ashland High School, Lincoln School, and the City's 90 N Mountain Facilities.



Tract 18.02 includes Bear creek Greenway, the Wastewater Treatment Plant, and a significant amount of acreage outside of Ashland's Urban Growth Boundary.

Ashland Opportunity Zone Nomination Application

The City of Ashland is preparing an application in partnership with SOREDI, the Southern Oregon Regional Economic Development, Inc. As part of the application, SOREDI and the City of Ashland will be asking partners





Council Business Meeting

and stakeholders to submit testimony in support of our application. Resolution 2026-06 expresses the City Council's support for the Opportunity Zone nomination and will be included in application materials.

FISCAL IMPACTS

There is no fiscal cost to the City beyond staff time to prepare and submit an application, and promote the Opportunity Zone program. If nominated as an Opportunity Zone, the designation could over time deliver increased private investment within our community; new housing, commercial or mixed-use development; and growth in our tax base through new development.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to adopt Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0.

REFERENCES & ATTACHMENTS

1. RESO 2026_06_Endorsing Census Tract Nomination for Opportunity Zone



RESOLUTION NO. 2026-06

A RESOLUTION ENDORSING THE NOMINATION OF CENSUS TRACT 19 AS A DESIGNATED FEDERAL OPPORTUNITY ZONE 2.0

RECITALS:

- A. The Opportunity Zone program is a federal incentive program to attract private capital investment in designated low-income census tracts.
- B. Opportunity zones are designated every decennial, with Opportunity Zone 2.0 commencing on January 1, 2027.
- C. Business Oregon, in partnership with Oregon Governor Tina Kotek, launched an application for the nomination of Oregon census tracts for the Federal Opportunity Zone 2.0 program, with a deadline of May 22, 2026;
- D. Census Tract 19 in the City of Ashland is an eligible Opportunity Zone census tract that has investment ready parcels, shovel ready projects, and strategically aligns with City economic initiatives and Southern Oregon University's Master Plan.
- E. It is the intent of City Council to attract investors and spur development of homes and businesses.
- F. Southern Oregon Regional Economic Development Inc. is the Economic Development District that focuses on spurring investment, attracting new business, and expanding existing businesses in the Rogue Valley.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of Ashland hereby endorses the nomination of Census Tract 19 for Opportunity Zone 2.0 designation, and authorizes Southern Oregon Economic Development, Inc., to prepare and submit the nomination application on the City of Ashland's behalf.

SECTION 2. This resolution is effective upon adoption.

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

Jordan Rooklyn, Acting City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney



Council Business Meeting

Date: May 5, 2026

Agenda Item	Citizens' Budget Committee Appointment
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

An appointed budget committee member has withdrawn. The Council needs to appoint an additional member to the budget committee.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to appoint ____ to the Citizen's Budget Committee for a term to end June 30, 2029.

REFERENCES & ATTACHMENTS

1. Avis_ Appointment Application for Citizens' Budget Committee_Redacted
2. Larsen_ Appointment Application for Citizens' Budget Committee_Redacted
3. Werthaiser_ Appointment Application for Citizens' Budget or Municipal Audit Committee_Redacted



From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee
Date: Saturday, December 20, 2025 5:15:59 PM

[EXTERNAL SENDER]

Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

Thank you for your interest in serving on a Committee.

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Clarice Jean Avis
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Service Center Assistant
Educational Background	I am a junior at Southern Oregon University pursuing a Bachelor of Science in Business Administration with a concentration in Accounting, a minor in Economics, and a certificate in Applied Finance and Economics (CAFE).
Related Experience	I currently serve as Treasurer for the International Student Association at Southern Oregon University (SOU), where I manage budgets, track expenditures, and support financial planning to ensure responsible use of funds in accordance with SOU's policies. I also work as a Service Center Assistant at the university, assisting the university's Accounts Payable

department, processing invoices, and handling budget-related documentation. In addition, I served as a citizen member of the City of Ashland's Municipal Audit Committee this year in which I reviewed financial documents prior to the meeting and have gained practical experience understanding how the City manages and reviews its finances.

Interests

After living in Ashland for years, I have come to appreciate the community and cherish the town as a beautiful place that has treated me very well during my time as a student - I am always trying to find ways in giving back to my campus and the Ashland community by contributing in a way that aligns with my academic background and growing interest in public finance.

After serving as a citizen member on the Municipal Audit Committee, I found the experience both valuable and motivating. It gave me a practical introduction to how the City's finances are reviewed and discussed, and I would like to continue building on that experience through service on the Citizens' Budget Committee. In addition to my academic studies and my role as Treasurer for the International Student Association, serving on the Budget Committee would allow me to better understand how municipal budgeting works in practice, gain more consistent hands-on experience, and continue learning from other members in the committee while contributing as an engaged community member.

Availability

I am available to attend regularly scheduled meetings and special meetings as needed. I prefer late afternoon and evening meetings.

Additional Information

I have lived in Ashland for three years. In addition to the experience described above, I am comfortable working with detailed financial documents, budgets, and spreadsheets, and I value preparation, follow-through, and clear communication when serving in committee roles.

Signature

Clarice Jean Avis

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From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee
Date: Thursday, October 30, 2025 5:32:39 PM

[EXTERNAL SENDER]

Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

Thank you for your interest in serving on a Committee.

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Lawrence Larsen
Preferred Pronouns	He/him
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Sales
Educational Background	Harvard College, Biological Sciences, with Honors Pepperdine School of Law, JD
Related Experience	I have to manage and review business plans for the companies I sell into and have a deep understanding of investment. Will work to better understand local budget nuances, but feel I am a fast learner and love analyzing numbers.
Interests	Support for my community and make sure that Ashland is financially solvent for generations to come

Availability	I am available - prefer evenings but can make days work too depending on the day as I work remotely.
Additional Information	Almost 7 years.
Signature	Lawrence Larsen

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From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee
Date: Tuesday, March 17, 2026 9:07:04 AM

[EXTERNAL SENDER]

Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

Thank you for your interest in serving on a Committee.

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Noah Werthaiser
Preferred Pronouns	He/Him
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Project Manager - ACCESS
Educational Background	No formal institutional education that relates to this Committee, but certificates in Project Management from University of Oregon.
Related Experience	I currently serve as the Support Services Project Manager at ACCESS, our region's community action agency, where I work to support vulnerable populations in achieving stability and self-sufficiency. I also chair the Performance and Evaluation Workgroup for the Jackson County Continuum of Care, where I lead efforts to improve the effectiveness and accountability of housing programs across the region.

In my role, I helped design, implement, and maintain a new chart of accounts and accounting system for the organization. I regularly train staff on its use, adapt it to evolving needs, and generate and interpret financial reports to support decision-making. Additionally, I develop and manage budgets and spending projections for numerous grants, and I have led or participated in multiple subrecipient audits and monitoring processes.

Together, this experience has given me a strong foundation in budgeting, financial oversight, and program evaluation, which I would bring to the Citizen Budget Committee.

Interests

I care deeply about the city I live in and want to be more actively involved and informed in how it operates and plans for the future. Serving on the Citizen Budget Committee offers a meaningful opportunity to contribute to transparent, independent review of the City's financial decisions.

Given my professional background in budgeting, financial systems, and program evaluation, I believe I can bring a thoughtful and informed perspective to committee discussions. I am also eager to continue learning so I can better serve as a knowledgeable and effective voice for my community through this role.

Availability

Evenings are best, early mornings work well, and I am available for most special meetings.

Additional Information

I have lived in Ashland for nearly my entire life and have a deep connection to this community. I care strongly about making it a place where everyone can thrive, especially those who may not share the same advantages I have had.

I am committed to both preserving what makes Ashland special and supporting thoughtful changes that better align with our shared values. In addition to my professional experience in budgeting, financial oversight, and program evaluation, my long-term residency gives me a strong understanding of the community's needs, priorities, and character.

Signature

Noah Werthaiser

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Council Business Meeting

Date: May 5, 2026

Agenda Item	Request for Council to Consider Aiding Newport in Fight Against Detention Center
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

15 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Mayor Graham and Councilor Bloom have requested this request be brought before Council for consideration.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

See attachments

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I direct the City Manager to enter into an IGA with Newport and provide monetary support of \$_____ from the Mayor and Council budget.

REFERENCES & ATTACHMENTS

1. Contributions for cost of preventing Detention Facility in Newport
2. Newport LIT Municipal Funding IGA Template 3.9.2026





Jan Kaplan, Mayor
City of Newport
169 S.W. Coast Hwy.
Newport, OR 97365
J.Kaplan@newportoregon.gov

Request for consideration of contribution for legal costs in lawsuit to prevent establishment of Immigration Detention Center in Newport

In November 2025, the City of Newport learned of a proposed ICE detention facility at the Newport Municipal Airport that would displace the Coast Guard helicopter. Public opposition was overwhelming, with over 800 residents attending a City Council meeting and more than 300 written objections. The City Council formally opposed the facility, retained legal counsel, and filed suit against the federal government to prevent establishing a detention center until and unless all legal requirements are met. Legal costs are now nearing \$300,000 and the City has been using contingency funds to support this effort. The legal case continues, and the City anticipates at least \$500,000 in costs will be incurred.

As the situation has developed several local governments have adopted resolutions in support of Newport and some have inquired about supporting the city's efforts. As such, the City of Newport is asking for financial support from other local governments who would be impacted by a detention facility, as the potential establishment of an immigration enforcement, detention, processing, or related facility in Newport, Oregon, has regional impacts on the safety, local economy, and public infrastructure. Additionally, the United States Coast Guard rescue helicopter, located within the grounds of the Newport Municipal Airport, is critical for search and rescue missions in the region. Newport filed an amicus brief in the lawsuit to retain search and rescue operations in Newport and the Central Coast.

Any financial support from your local government would be greatly appreciated and alleviate the City's need to draw on contingency funds that will continue to dwindle. While we don't want to dictate what is financially feasible for your organization during this time, we recommend an amount between \$5,000-\$20,000, if possible. We recognize that you are under no obligation but would appreciate your consideration.

The city has drafted an IGA that can be used for the governing body to act. While we don't anticipate any excess funds, if this were to occur, the City would return the excess to the contributing parties on a pro rata basis, calculated according to each public entity's percentage of the total contributions.

We appreciate your consideration and please feel free to reach out if you have any questions or need more information. In addition to this email, our City Manager, Nina Vetter, will also be reaching out to fellow City Managers.

Thank you for your consideration,

Jan Kaplan, Mayor City of Newport

j.kaplan@newportoregon.gov

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NEWPORT AND
THE CITY OF [REDACTED]
FOR LITIGATION FUNDING
(To prevent an unlawful immigration detention facility and
removal of the USCG rescue helicopter)**

This Intergovernmental Agreement ("this Agreement") is between the City of Newport, an Oregon municipal corporation ("Newport"), and the City of [REDACTED], an Oregon municipal corporation ("Funding Municipality"), each a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

- A.** Both Parties are units of local government, organized and operated under the laws of the State of Oregon.
- B.** ORS 190.003 to 190.030 allows units of local government to enter into an agreement for the performance of any or all functions and activities which such units have authority to perform.
- C.** Cities have broad authority to protect the public peace, health, safety, and welfare of their residents and businesses within their jurisdictions.
- D.** The Parties share mutual interests in protecting the public peace, health, safety, and welfare of their residents and businesses within their respective jurisdictions, and in minimizing impacts on tourism, public infrastructure, and the overall well-being of their communities.
- E.** The potential establishment of an immigration enforcement, detention, processing, or related facility in Newport, Oregon, has regional impacts on the community's well-being and local economy.
- F.** The siting and operation of an immigration enforcement, detention, processing, or related facility in or around Newport, Oregon, would have impacts on the community's safety, local economy, and public infrastructure.
- G.** The United States Coast Guard ("USCG") rescue helicopter, located within the grounds of the Newport Municipal Airport, is critical for search and rescue missions in the region.
- H.** Newport has incurred outside counsel legal fees and costs and anticipates incurring additional such fees and costs to (a) prevent the unlawful siting or operation of an immigration enforcement, detention, processing, or related facility, and (b) prevent the unlawful removal of the USCG rescue helicopter in Newport, Oregon ("Newport's Litigation").

- I. Funding Municipality wishes to provide financial support for Newport's Litigation.
- J. The purpose of this Agreement is to establish the terms under which the Funding Municipality will provide financial support to Newport for litigation costs incurred for Newport's Litigation.

AGREEMENT TERMS

IT IS HEREBY AGREED by and between the Parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. **Litigation Costs.** "Litigation Costs" means reasonable attorneys' fees, expert and consultant fees, court costs, deposition and transcript fees, discovery vendor costs, and reimbursable fees and costs related to Newport's Litigation.
2. **Permitted Uses.** "Permitted Uses" means the defined Litigation Costs, which may only be used for Newport's Litigation, except as described in Section 5(b) below.
3. **Payments.**
 - A. **Payment Structure.** Subject to the conditions herein, Funding Municipality shall provide Newport on an advance basis as follows: Advance payment shall be made in the amount of _____ (\$____) ("Funding") within thirty (30) days of execution of this Agreement solely for the payment of Litigation Costs.
 - B. **Payment Method.** Funding Municipality shall make payments to Newport either by direct deposit (ACH) or by check.
4. **Fund Tracking.** Newport shall place Funding in Newport's General Fund and track Litigation Costs expenditures.
5. **Limitations and Conditions.**
 - A. Funding shall not be used for unrelated legal matters, fines, penalties, sanctions, or internal administrative overhead not directly allocated to Newport's Litigation.
 - B. Any change to Funding or expansion of Permitted Uses requires a written amendment pursuant to Section 11.
6. **Excess Funds Reconciliation.** Within ninety (90) days following conclusion of Newport's Litigation, including the resolution of any post-judgment motions and appeals, Newport shall reconcile all funds received against the actual Litigation Costs. If total public entity contributions exceed total actual Litigation Costs, Newport shall return the excess to the contributing parties on a pro-rata basis, calculated according to each public entity's percentage of the total contributions.

In the event there are Excess Funds, Newport shall provide public entities with a reconciliation statement and supporting activity report documentation.

7. Records.

- A.** Nothing in this Agreement requires disclosure of attorney-client privileged or attorney work-product materials.
- B.** Newport shall maintain complete and accurate fiscal books and records of all Litigation Costs related to this Agreement, in accordance with generally accepted accounting principles.
- C.** Upon request by Funding Municipality, Newport shall provide Funding Municipality non-privileged fiscal activity reports showing the amount of donations received and expended for Litigation Costs. Funding Municipality agrees that Newport is not required to provide it with outside counsel attorney invoices.
- D.** Newport shall maintain fiscal records that relate to this Agreement for three (3) years from the date of payment.

8. Effective Date. This Agreement is effective upon the signature of all Parties.

9. Initial Term. Unless extended or terminated earlier in accordance with this Agreement, this Agreement will terminate within a period of one (1) year. However, such expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any breach or default in performance which has not been cured.

10. Renewal. No renewal period.

11. Modifications or Amendments. No modifications or amendments to this Agreement will bind either Party unless in writing and signed by both Parties.

12. Termination. Parties may terminate this Agreement at any time by written agreement with no liability on its part, except for payment for Litigation Costs provided prior to the effective date of termination.

13. Authorized Representatives and Notice. Each of the Parties designates the following individuals as its authorized representative for administration of this Agreement.

City of Newport
Attention: Tiffany Johnson, City Attorney
169 SW Coast Highway
Newport, Oregon 97365
T.Johnson@NewportOregon.gov
541-574-0607

City of

Attention: Name, Title
Street Address
City, OR Zip
Email
Phone Number

Either Party may designate a new authorized representative by written notice to the other.

Any notice, invoice, payment, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the Party's authorized representative, except as provided below in this section. However, if, in either Party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8:00 am and 5:00 pm, otherwise effective at 8:00 am the following business day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three (3) days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. Parties may change their respective authorized representative by giving written notice to the other Party pursuant to the requirements of this paragraph.

14. **Assignment.** Neither Party may assign rights or obligations under this Agreement without the other Party's prior written consent.
15. **No Third-Party Beneficiaries.** This Agreement confers no rights on any third parties. Funding Municipality and Newport are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, unless that party is identified by name in this Agreement.
16. **Indemnity.**
 - A. To the extent permitted by law, each Party shall be responsible for the negligent or wrongful acts or omissions of its officers, employees, and agents. No Party waives any governmental immunity, defense, or limitation of liability available under applicable law.
 - B. In no event shall either Party be liable to the other for indirect, incidental, or consequential damages arising out of this Agreement, except to the extent such limitation is prohibited by law.
17. **Dispute Resolution.** The Parties shall make good-faith efforts to resolve any dispute arising under this Agreement through cooperative means, which may occur at any management level. If the Parties are unable to resolve a dispute independently, they are encouraged to pursue cooperative dispute resolution.

18. **Attorney Fees.** In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each Party will be responsible for that Party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.
19. **Choice of Law, Venue, and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the Parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon. This section does not constitute a waiver by the Parties of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
20. **Merger and Contract Construction.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings.
21. **Severability of Provisions.** Any provision of this Agreement held to be invalid, illegal, or unenforceable by any court of competent jurisdiction shall be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement; the rights and obligations of the Parties are to be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
22. **Multiple Counterparts.** This Agreement and any subsequent amendments may be made in one or more counterparts, each of which, when so made, shall be deemed to be an original and all of which taken together shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so made will constitute an original.

SIGNATURES FOLLOW ON THE NEXT PAGE

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by the date set forth below.

CITY OF NEWPORT

CITY OF

Approved by:

Approved by:

By: _____
Jan Kaplan, Mayor

By: _____
Name, Title

Date: _____

Date: _____

Approved as to form by:

Approved as to form by:

Tiffany Johnson, City Attorney

Name, Title

Date: _____

Date: _____

Ashland City Council Look Ahead 2026

*All items are placeholders subject to Council action and organizational needs. Not all items will appear on the Look Ahead due to timing or scheduling considerations.

DATE	STUDY SESSION – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council action	DEPARTMENT	LEAD STAFF
May 18	Dusk to Dawn Lawn	Per Council request	Staff Direction	CMO	Cotta/PD/Legal
June 1	Southside Development	DM DuQuenne request for discussion– topic pending	informational	CMO	Cotta
	Manufactured Home Park Zone Chapter 18 Code Updates	Housing Production Strategy recommended action – zoning amendments	Staff Direction	Com Dev	Goldman
	Chapter 18 Land Use Ordinance Amendments (tentative)	Land Use Code Amendments and Planning Process changes Per HB 2138 and SB 974 – State requirements	information presented with possible staff direction	Com Dev	Goldman
June 15	Annual APD Report	Per Council request (formerly Use of force report)	Informational	Police	O’Meara
	Budget Committee/Council reconvening	Council request for budget check-in	listening session, informational only	Finance/CMO	Morrison/Cotta
	Storytown Overview	Per Council request (Kaplan/Graham)	informational	Outside Org	Matt Hoffman
July 6	No Meeting – Summer Break	Per AMC 2.04.020			
July 14	LOC Training	Council Training by League of Oregon Cities (3–5pm)	informational	Legal	Pietila
July 20	Review of Strategic Plan Draft (tentative)				
	Reserve Fund	Discussion regarding appropriate levels	informational presented with possible staff direction	Finance/CMO	
August 3	Gas Powered Lawn Equipment	Per CEPAC request	informational presented with possible staff direction	Conservation	Woodward
	Building Permit Fee Adjustments	Discussion regarding proposed fee increases	informational	Com Dev/Finance	Goldman
August 17	Food & Beverage Tax Amendment Process	CM DuQuenne/Bloom			
	Additional Revenue Options for Consideration	Per Council Request December 2025 Retreat	information presented with possible staff direction	Finance/CMO	
August 31	No Meeting – Summer Break	Per AMC 2.04.020			
September 14	Ambulance Service Area Discussion (tentative)	Per Council Request December 2025 Retreat	information presented with possible staff direction	Fire/CMO/Finance	
October 5	CBC/Council meeting mid BN Budget review/ forecasting	Council requested in July of 2025			
October 19					
November 2					
November 16					

November 30					
December 14					
Standing Advisory Committee Annual Updates					
	TOPICS TO BE SCHEDULED				
DATE	BUSINESS MEETING – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council Action	DEPARTMENT	LEAD STAFF
May 19	Exec Session Litigation 5pm			Legal	Johan, Carmel
	Building Safety Month Proclamation				
	Miscellaneous Fees			Finance	Morrison
	Destination Marketing Contract with Travel Ashland for FY27	FY27 Destination Marketing Services	Contract approval	CMO	Rooklyn
	Wayfinding Signage Project Costs	Request from Council to compare costs for Wayfinding Signage designs	Staff direction	CMO	Rooklyn
	Madrone Ridge Management Plan	Decision from council for staff to move forward with creating a Management Plan for the Madrone Ridge Property	Staff direction	CMO	Rooklyn
	Property Surplus– N. Mountain/ Hardesty	Surplus of excess properties	Motion to Surplus	PW/CMO	Fleury/Cotta
	Recology Rate Increase	Adoption of Recology Rate increase Request	Motion for Adoption	CMO	Rooklyn
	Beach Creek Property transfer to Trusted Homes (consent)	Extend the property transfer deadline for Trusted Homes to allow additional time to secure State funding	Revise prior award timeline	CD	Goldman/Reid
June 2	Exec Session: Real Estate 4pm (tentative)				
	Flag Week Proclamation				
	Wastewater and Storm Drain Cost of Service and Rate Report	Acceptance of Cost of Service and Rate Report		Public Works	Fleury
	Special Presentation: John Pugh–Elks Building Mural				
	Public Hearing–Levy Property Taxes for FY 27, State Subventions			Finance	Morrison
	Public Hearing & First Reading ORD 3296 Ordinance Adopting a New Manufactured Home Park Zone (MHPZ)		Approval of first reading	CD	Goldman/Severson
	Public Hearing & First Reading ORD 3297 Ordinance Adopting a New Zoning Map to reflect the MHPZ		Approval of first reading	CD	Goldman/Severson
	Public Hearing & First Reading ORD 3298 Ordinance Adopting a New Comprehensive Plan Map to reflect the new MHPZ designation		Approval of first reading	CD	Goldman/Severson
	New Business: Wildfire Readiness				
New Business: Wildfire Funding Opportunity					Mayor
June 3	Joint APRC/Council Meeting (Council host)	Council requested joint financial reporting meetings			
	Quarterly Financial Report (Jan – Mar 2026)				
	Median Maintenance			CMO/Parks	Cotta/Dials
	Parks Fee Discussion			CMO	Cotta
Food & Beverage Tax Amendment Process					
June 16	Bee City USA Pollinator Week Proclamation				
	Public Hearing Imperatrice Property (tentative)			Public Works	Fleury

July 7	No Meeting – Summer Break		Per AMC 2.04.020		
July 21	Executive Session – Employee Reviews 3pm				
	Public Hearing and First Reading of an Ordinance Amending Chapter 18.2.3.170–180 Manufactured Home Park Development Standards, Ordinance amending the City’s Zoning Map and Land Use Ordinance establishing a Manufactured Home Park Zone (MHPZ)		Housing Production Strategy strategic action	CD	Goldman/Reid
August 4	Hiroshima and Nagasaki Day Proclamation				
	Adoption of Strategic Plan (tentative)			CMO	Cotta/Rooklyn
	Building Permit Fee adjustments and Fee Waiver Resolution		Motion for Adoption	CD	Goldman/Matiaco
August 12	Joint APRC/Council Meeting (APRC host)		Council requested joint financial reporting meetings		
	Quarterly Financial Report (April – June 2026)				
August 18					
September 1	No Meeting – Summer Break		Per AMC 2.04.020		
September 15					
October 6	Indigenous Peoples' Day Proclamation				
October 20					
November 3	Joint APRC/Council Meeting (Council host)		Council requested joint financial reporting meetings		
	Quarterly Financial Report (July – Sept 2026)				
November 17					
December 1					
December 15	Advisory Committee Reappointments				
	TOPICS TO BE SCHEDULED				