

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, May 5, 2026**

I. Business Meeting

Council Present: Mayor Graham; Councilors Sherrell, Dahle, Bloom, DuQuenne, Hansen, and Kaplan (via Zoom).

Staff Present:

Sabrina Cotta	City Manager
Jordan Rooklyn	Deputy City Manager
Johan Pietla	City Attorney

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

- a. Land Acknowledgement**

Hansen read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Graham led the pledge of allegiance.

III. ROLL CALL

IV. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

The agenda order was amended so that Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0 would be heard under Ordinances, Resolutions and Contracts. Graham encouraged the public to review city wildfire season preparedness information, noting the significance of current drought conditions.

- a. *National Historic Preservation Month*

Graham read the proclamation declaring May 2026 as National Historic Preservation Month and noted local preservation activities during the week of May 17-23.

V. APPROVAL OF MINUTES

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

Bloom moved to approve the minutes. Dahle seconded the motion.

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

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

DuQuenne removed the consent agenda item for separate discussion later in the meeting.

VII. SPECIAL PRESENTATIONS

- a. Jackson County SART (Sexual Assault Response Team)

Ava DeRosier, Executive Director of Jackson County SART, presented an overview of the organization's work in forensic nursing, confidential advocacy, and violence prevention education. DeRosier described SART's hospital-based response to survivors of sexual assault and strangulation, its work with community partners, and its prevention education in Ashland public schools.

DeRosier also outlined the "You Have Options" reporting model used with the Ashland Police Department, emphasizing survivor choice and agency. Housing insecurity was identified as a major factor increasing vulnerability to violence, and additional safety training requirements for alcohol-serving businesses through the city business licensing process was suggested. The Council expressed support for exploring a city requirement for training related to alcohol-facilitated assault prevention and safer business practices.

The Council agreed to direct staff to investigate a possible business-license-based training requirement and report back with options.

VIII. PUBLIC FORUM –

Public testimony was received from ten community members on topics including:

- Council conduct and use of social media.
- Alleged budget process violations.
- Concerns regarding the City Manager and City Hall/Community Center decisions.
- Glyphosate spraying in public areas, especially near the night lawn and parks.
- Sexual violence affecting unhoused women and the need for better support and reporting response.
- Concerns about the future of local hospital services and related community impacts.

IX. PUBLIC HEARING

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. *Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0*

Rooklyn introduced CEO & Executive Director Blair Sundell of Southern Oregon Regional Economic Development, Inc. (SORED). Sundell explained that the federal Opportunity Zone 2.0 program provides a capital gains incentive intended to attract private investment into qualifying low-income census tracts. He outlined why Census Tract 19 in Ashland was being recommended, citing development potential, possible housing production, SOU-related opportunities, and the tract's rural designation, which could make it more competitive for investors.

Council discussion focused on the benefits of the program, the need for a strong application, how local and outside investors might be engaged, and the importance of pairing the designation with ongoing economic development strategy. Council also discussed the types of projects that could result and the need to remain attentive to long-term implementation.

Bloom moved to adopt Resolution 2026-06 endorsing the nomination of Census Tract 19 as an Opportunity Zone 2.0. DuQuenne seconded the motion.

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

From consent agenda-

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

Cotta presented the resolution authorizing a loan for the North Mountain Avenue rehabilitation project. DuQuenne explained that she removed the item from the consent agenda because of the size of the loan and concerns about current and future city debt obligations. Questions were raised regarding repayment sources, including the food and beverage tax, street user fee, and general fund backing. Staff clarified that the project had already been approved and that the loan would allow costs to be spread over time rather than paid all at once. Council members noted the favorable interest rate and the importance of completing road and safety improvements.

Hansen moved to approve Resolution 2026-04, a resolution authorizing a loan from the Oregon Transportation Infrastructure Fund by entering into a loan agreement with the Oregon Department of Transportation. Bloom seconded the motion.

Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – YES. DuQuenne – NO. Motion passed.

Recess taken from 7:52 to 8:00 p.m.

XI. UNFINISHED BUSINESS

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

Cotta presented an update regarding temporary staff relocation from City Hall due to life-safety issues and outlined options for relocating staff currently housed in the community center. The operational and budget impacts of moving staff outlined, and it was noted that office space in the building had historically been designed for staff use.

Council discussed the distinction between policy and operations, access to the community center for public use, the timing for restoring rental availability, and the importance of preserving community access while avoiding unnecessary operational interference. Councilors emphasized that the community center should be available as a public facility and discussed allowing staff to remain in existing office areas in such a way that frees up the primary public areas for rental.

Bloom moved to adopt Resolution 2026-05 with Section 1 amended to read: "...that the community center and Pioneer Hall are reserved for public, civic, recreational, cultural, meeting, and other community serving uses; that general administrative occupancy of the primary public meeting, rental, and program spaces shall end no later than June 1, 2026; and that city staff may continue to use existing office areas that were part of the building design or historic function, provided that such use does not displace public rentals, public programming, or community access until council finalizes a long-term administrative facilities plan, including the future use, repair, or re-occupancy of city hall. Dahle seconded the motion.

Roll Call Vote: Kaplan, Sherrell, Bloom, Dahle, and Hansen – YES. DuQuenne – NO. Motion passed.

XII. NEW BUSINESS

a. Final Recommendations: 2200 Ashland Street Ad Hoc Committee

Ad Hoc Committee Chair Noah Wertheizer presented the committee's final recommendations for 2200 Ashland Street. He outlined the committee's charge, the division of work between site planning/development and services/accountability groups, and the effort to create a flexible framework rather than a single fixed model.

The presentation briefly outlined the development discussion item as presented by committee leadership, including housing model options, service-provider partnership structures, site constraints, and the recommendation to begin with letters of interest before issuing a formal RFP. The committee recommended a coordinating-agency model for site operations, a provider-developed Good Neighbor Agreement framework, a grievance and appeals structure, defined service categories, and continued use of the building as a severe weather and smoke shelter during interim periods.

Council discussion highlighted:

- Appreciation for the committee's extensive work and transparency.
- Interest in how the development portion would proceed and what council's future policy role may be.
- Clarification that the new recommendations were intended to work alongside, not replace, the prior master plan.
- Recognition that the site is unusual and that flexibility will be important in attracting viable partners.
- Support for using the Housing and Human Services Advisory Committee in an ongoing review role rather than creating another advisory body.

Public Comment

One member of the public spoke, urging council to prioritize transitional and affordable housing, encourage density, and maintain flexibility for future proposals.

Bloom moved to approve the recommendations as presented by the 2200 Ashland Street Ad Hoc Committee. Hansen seconded the motion.

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

c. Citizens' Budget Committee Appointment

Council conducted a ballot vote to fill a vacancy on the Citizens' Budget Committee. Noah Werthaiser received a majority of votes.

Bloom moved to appoint Noah Werthaiser to the Citizens' Budget Committee for a term ending June 30, 2029. Hanen seconded the motion.

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

d. Request for Council to Consider Aiding Newport in Fight Against Detention Center

Newport Mayor Jan Kaplan addressed the council (via zoom) regarding Newport's legal and financial efforts to oppose the siting of a federal detention facility in that community. He described the lack of

transparency from federal agencies, the strain on local resources, and the economic and civic concerns raised by the proposal. He noted Newport had incurred substantial legal costs in responding.

Ashland councilors discussed the matter as one of mutual aid between Oregon communities and expressed concern over federal overreach and the burdens placed on small municipalities. Staff confirmed funding could come from the Mayor and Council budget.

Bloom moved to direct the City Manager to enter into an IGA (intergovernmental agreement) with Newport and provide monetary support of \$15,000 from the Mayor and Council budget. DuQuenne seconded the motion.

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

b. *Resolution 2026-06 Endorsing the Nomination of Census Tract 19 as an Opportunity Zone 2.0*
(This item was heard earlier under Ordinances, Resolutions and Contracts.)

XIII. CITY MANAGER REPORT –

a. *Look Ahead*

No report was given due to time.

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

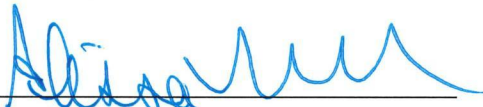
No reports were given due to time.

XV. ADJOURNMENT

Bloom moved to adjourn. Sherrell seconded the motion.

All Ayes. Motion passed.

The meeting was adjourned at 9:31 p.m.



City Recorder Alissa Kolodzinski



Mayor Tonya Graham

Opportunity Zones 2.0: Frequently Asked Questions

Ashland City Council | May 5, 2026

Prepared by Blair Sundell, Executive Director, SOREDI

About the Program

Q: What is Opportunity Zones 2.0?

A: It's a federal tax incentive that gets private money flowing into specific low-income census tracts. Investors who have capital gains from selling stock, a business, or property can defer their federal taxes by reinvesting those gains into a Qualified Opportunity Fund. That fund then puts the money into projects inside designated tracts. Congress made the program permanent in July 2025 with HR1, replacing the original 2017 version.

Q: How is this different from an Enterprise Zone?

A: An Enterprise Zone is a local property tax abatement. The City forgoes property tax revenue on qualifying new investment. An Opportunity Zone is a federal capital gains tax incentive with no local fiscal impact. The City does not abate any taxes. The benefit runs strictly between the investor and the IRS.

Q: How does a tract qualify?

A: A tract has to meet one of two tests. Either its Median Family Income is at or below 70% of the statewide MFI (for non-metro areas) or 70% of the metro MFI (for metro areas), tightened from 80% under OZ 1.0. Or it has a poverty rate of at least 20% combined with an MFI no higher than 125% of the statewide or metro MFI. The 125% cap is new. Each tract has to qualify on its own. The old contiguous tract loophole is gone.

About the Vehicle (the LLC)

Q: What is the investment vehicle?

A: It's called a Qualified Opportunity Fund, or QOF. It's typically organized as an LLC or partnership. A QOF has to keep at least 90% of its assets in property located inside a designated tract. The IRS audits this twice a year.

Q: Who sets up the QOF?

A: Private investors, fund managers, or developers. They self-certify with the IRS by filing Form 8996 with their tax return. There is no government approval process for forming one.

Q: Who controls the QOF?

A: The fund's managers and investors. It's entirely private. The City has no governance role, no fiduciary role, and no liability.

Q: Does the City have any financial relationship with these funds?

A: No. The City does not form the LLC, does not manage capital, does not sign agreements with investors, and takes on no financial risk. The City's role ends at nomination.

Q: What is a QROF and why does it matter for Ashland?

A: A Qualified Rural Opportunity Fund is a new sub-category that has to keep 90% of its assets in rural OZ property. QROFs get a 30% basis step-up at five years, compared to 10% for standard QOFs. Ashland's tract qualifies as rural, so projects here can attract this enhanced pool of capital.

About Ashland's Tract

Q: Which tract is being nominated?

A: Census tract 41029001900 in central Ashland. The borders run along East Main Street to the north, Walker Avenue to the east, the Emma Street area to the south, and Helman/Beach Street area to the west. Siskiyou Boulevard runs through the middle of it.

Q: Why are we not also endorsing Tract 18.02?

A: This is a highly competitive process. Oregon has 229 eligible tracts and can only nominate about 58, roughly 1 in 4. Under OZ 1.0, Oregon got 86 tracts. With the cap that tight, the State will pick tracts with the strongest investible development potential. Tract 41029001900 has a real pipeline of near-term projects ready to go. Tract 18.02 is eligible but does not. Putting it on the application would dilute Ashland's competitive position with the Governor's Office. City staff and SOREDI agree the endorsement should focus on the tract with the highest and best development potential.

Q: What projects are already in the pipeline?

A: Three big ones. The SOU Cascade site is 4.3 acres with the partner search recently reopened after the lead partner withdrew in January 2026. The site is cleared and about \$12M in deferred maintenance is already off the books. The Sunstone Housing Collaborative is about 90 units of mixed-income housing planned for the 4.18-acre Lincoln Field site at East Main and Mountain. It targets households at or below 120% AMI with on-site childcare, and SOREDI and RVCOG are already funding feasibility work. There's also a recent acquisition of nine contiguous parcels totaling about 3.4 acres along Ashland, Beach, and Henry Streets, now under a single owner.

Q: Why does it matter that Ashland's tract qualifies as rural?

A: Rural tracts get stronger benefits under federal law. A 30% basis step-up, three times the standard non-rural benefit. A lower 50% bar for substantial improvement of existing buildings instead of 100%. And access to a specialized pool of rural-focused capital. All of that makes Ashland's tract more attractive to investors than a typical urban OZ.

About Affordable Housing

Q: How does affordable housing fit within Opportunity Zones?

A: OZ 2.0 does not require affordability, but it's one of the most powerful tools out there for making affordable and workforce housing pencil out, especially when stacked with Low-Income Housing Tax Credits.

Q: How does OZ help affordable housing pencil?

A: OZ capital is equity, not debt. It fills the gap that often kills affordable projects, the 10 to 20% of the capital stack that's hardest to raise. The most common affordable structure pairs 4% or 9% LIHTC with



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
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date: 5/5/26

Name: (Please Print)
LINDA ADAMS

Ashland Resident:
 YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
Transparency v. Grandstanding

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: 5/5/26

Name: (Please Print)
Paul Mazing

Ashland Resident:
 YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
2025-2027 Biennial Budget

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Date:

5/5/26

Name: (Please Print)

Leda Shapiro

Ashland Resident:

YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Public Forum

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Date:

5/5/24

Name: (Please Print)

WILLIAM ZENTNER

Ashland Resident:

YES NO City: _____

Agenda Topic/Item Number:

GALISO PHOSPHATE SPRAYING

Public Forum Topic (Non-agenda Item):

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Date:

5/5

Name: (Please Print)

JEANNIE MARTIN

Ashland Resident:

YES NO City: _____

Agenda Topic/Item Number:

SART / NIGHTLAWN

Public Forum Topic (Non-agenda Item):

SART

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: 5/5/26

Name: (Please Print) A. V. G. M. SACKS

Ashland Resident: YES NO City: _____

Agenda Topic/Item Number: _____

Public Forum Topic (Non-agenda Item): ROUND-UP SPRAYING

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Date:
5/5/26

Name: (Please Print)
Cate Hartzell

Ashland Resident:
 YES NO City: _____

Agenda Topic/Item Number:
VIII. Public Forum

Public Forum Topic (Non-agenda Item):
Glyphosate Spray at Night Lawn 5/6/26

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Date: May 5, 2026

Name: (Please Print)
Debbie Neisewander

Ashland Resident:
 YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
Round up on Nite Lawn Parking Area

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Date:
5/5/26

Name: (Please Print)
SHARON BRVSON

Ashland Resident:
 YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
9.28

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: 5 MAY 26

Name: (Please Print) John Maurer

Ashland Resident: YES NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Healthcare

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Date:

5/5/26

Name: (Please Print)

Cate Hartzell

Ashland Resident:

YES NO City: _____

Agenda Topic/Item Number:

a. Final Recom: 2200 Ashland St.

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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I was surprised when Bob Kaplan offered an amendment to the Avista Franchise during your April 21 business meeting. According to an email I got from the City Attorney, motions and votes aren't necessary for the Council to make decisions and take actions; all that is needed—is discussion.

The City Attorney claimed that Oregon Budget Law permitted the Council to amend the 2025-2027 biennial budget at a study session, without a motion or vote, and prior to the public hearing on the budget. I pointed out that he was wrong and this bothered Dylan Bloom so much that—to set the record straight and address the misinformation that he accused me of spreading—he asked Mr. Pietila to read his pathetic email into the record at your August 18, 2025 meeting.

The legal arguments Pietila made in his email were in fact a confession that the City Council violated Oregon Revised Statute 294.453 and the Ashland Charter. On April 13, 2026, Ashland received a reprimand from the Oregon Department of Revenue, which proved that it was Bloom and Pietila who were spreading misinformation—not me. The Oregon DOR confirmed that the Council violated Oregon Budget Law when it amended the 2025-2027 biennial budget prior to the public hearing on the budget as approved by the Citizens' Budget Committee. The DOR reminded Ashland that they can only amend the budget AFTER the public hearing, and this would require a public motion and vote. This is what the Council should have done on June 3, 2025.

But that is not what this Council did. You amended the budget at your May 19, 2025 Study Session without a motion or vote. At your June 3, 2025 business meeting, when the budget agenda item came up, Deputy City Administrator, Jordan Rooklyn, falsely claimed that the Council had amended the budget “via motion”. You all knew this was false, yet none of you corrected her (Derek Sherrell was not on the Council at the time).

This is not merely a procedural error. This Council created a false record of its actions, violated the Oregon Budget Law, violated the Ashland Charter, and you all violated your oaths of office by willingly and knowingly participating in this fraud. I know I'll never get an admission from Bloom or Pietila that they were, in fact, the ones spreading misinformation. And I'll never get an apology from the Council for gaslighting me for the past year. Worst of all, I suspect you will continue to abuse the public trust so long as your police chief refuses to do his duty to enforce the Charter.

Here is the pathetic email I got from City Attorney, Johan Pietila, in which he literally confesses that the Council violated Oregon Budget Law and the Ashland Charter. No Johan, Oregon Budget Law does not provide that the Council can adopt a budget with amendments included that were made prior to the public hearing—that action can only take place after the budget hearing and with a formal motion and vote as required by the Ashland Charter.



Johan Pietila

RE: How do I file a complaint with the police for violations of the city charter

To: Paul Mozina

July 2, 2025 at 8:34 AM

Good morning Mr. Mozina,

I reviewed the email you sent to the City Council and provided my analysis back to them. I also had conversations with department heads and council members to address any follow up questions they had. I will summarize very briefly for you.

My interpretation was the study session relating to the principal subject of a financial update was a perfectly legitimate time to discuss financial questions pertaining to the budget. Additionally, as a matter of state law at least, the absence of a subject from a notice does not preclude the governing body from discussing it; under the OPML, the list of anticipated subjects does "not limit the ability of a governing body to consider additional subjects." See ORS 192.640

By consensus, at a study session, the Council may direct staff to act on other matters that do not require Council decision by ordinance or resolution (AMC 2.04.020(C)(1)). In this case the budget resolution that was noticed and eventually put forth had Council's guidance and direction that included changes to not use the reserve fund, and rather to take it from the additional funds released from the Parks fee and then reappropriate a portion from the homeless budget which can get replenished as needed mid-year. That is what Council voted on at the budget adoption meeting. There was no need for a motion to amend the budget because it was already discussed in prior sessions and included in the budget they were presented to vote on. Per budget law, after the budget committee has approved the budget and a public hearing was held, the City Council can make changes to the budget that was approved when adopting the budget. They do not have to go back to the CBC if the expenditure change is under 10%, which it was not (Local Budget Manual Chapter 11; ORS 294.456). Council more than sufficiently discussed the change in previous council sessions, and right before the public hearing, so it was clear and transparent, before they voted on the adopted budget. Budget Law provides that the budget Council adopts can already have those change in place, and they can vote on it. That is what occurred.

All members of the Council and staff took your concerns seriously and I provided responses to them to address them and explain the legal approach.

Thank you for bringing your concerns to the attention of the Council.

Best,

Below is the letter of reprimand sent by the Oregon Department of Revenue to Ashland, via interim finance director Bryn Morrison, confirming that the city violated Oregon Budget Law, specifically ORS 294.453.



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.

5/5/20 Lynn Duquette

Contract for GOODS AND SERVICES

<p align="center">CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONTRACTOR: Bleser Built Roofing Inc. CONTACT: Ryan Bleser ADDRESS: P.O. Box 2898 White City, OR 97503 TELEPHONE: 541/830-0226</p>
DATE AGREEMENT PREPARED: 10/8/2014	FAX: 541/830-4466
BEGINNING DATE: 10/8/2014	COMPLETION DATE: 12/1/2014
COMPENSATION: Not to exceed \$8,000, reference exhibit C Bleser Built Roofing Proposal	
GOODS AND SERVICES TO BE PROVIDED: None.	
<p>ADDITIONAL TERMS: In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Goods and Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p>NOW THEREFORE, pursuant to AMC 2.50.090 and after consideration of the mutual covenants contained herein the CITY AND CONTRACTOR AGREE as follows:</p>	
<ol style="list-style-type: none"> 1. All Costs by Contractor: Contractor shall, provide all goods as specified above and shall at its own risk and expense, perform any work described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such work. 2. Qualified Work: Contractor has represented, and by entering into this contract now represents, that any personnel assigned to the work required under this contract are fully qualified to perform the work to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. Contractor must also maintain a current City business license. 3. Completion Date: Contractor shall provide all goods in accordance with the standards and specifications, no later than the date indicated above and start performing the work under this contract by the beginning date indicated above and complete the work by the completion date indicated above. 4. Compensation: City shall pay Contractor for the specified goods and for any work performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. Compensation under this contract, including all costs and expenses of Contractor, is limited to \$25,000.00, unless a separate written contract is entered into by the City. 5. Ownership of Documents: All documents prepared by Contractor pursuant to this contract shall be the property of City. 6. Statutory Requirements: ORS 279B.220, 279B.225, 279B.230, 279B.235, ORS Chapter 244 and ORS 670.600 are made part of this contract. 7. Living Wage Requirements: If contractor is providing services under this contract and the amount of this contract is \$20,142.20 or more, Contractor is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 8. Indemnification: Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this contract). Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City. 9. Termination: <ol style="list-style-type: none"> a. <u>Mutual Consent.</u> This contract may be terminated at any time by mutual consent of both parties. b. <u>City's Convenience.</u> This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person. c. <u>For Cause.</u> City may terminate or modify this contract, in whole or in part, effective upon delivery of 	

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written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

- i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. **For Default or Breach.**
- i. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. City by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. **Obligation/Liability of Parties.** Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
10. **Independent Contractor Status:** Contractor is an independent Contractor and not an employee of the City. Contractor shall have the complete responsibility for the performance of this contract.
11. **Non-discrimination Certification:** The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. Contractor further certifies that it shall not discriminate in the award of such subcontracts, if any. The Contractor understands and acknowledges that it may be disqualified from bidding on this contract, including but not limited to City discovery of a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
12. **Asbestos Abatement License:** If required under ORS 468A.710, Contractor or Subcontractor shall possess an asbestos abatement license.
13. **Assignment and Subcontracts:** Contractor shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
14. **Use of Recyclable Products:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
15. **Default.** The Contractor shall be in default of this agreement if Contractor: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; if it loses its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the work or to qualify as a QRF if Contractor has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
16. **Insurance.** Contractor shall at its own expense provide the following insurance:
- a. **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. **General Liability** insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - c. **Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, \$1,000,000, or Not Applicable for each accident for Bodily Injury and Property Damage.

including coverage for owned, hired or non-owned vehicles, as applicable.

d. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.

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

17. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

18. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

19. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

20. **Prior Approval Required Provision.** Approval by the City of Ashland Council or the Public Contracting Officer is required before any work may begin under this contract.

21. **Certification.** Contractor shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Contractor:

City of Ashland

By *[Signature]*
Signature

By *[Signature]*
Department Head

RYAN L. BLESER
Print Name

MICHAEL R. FAUCH
Print Name

president
Title

10/14/14
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. 19562

EXHIBIT A

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

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



Contractor

10/10/2014

(Date)

ELESER BUILT ROOFING, INC.
P.O. Box 2898
White City, OR 97503

EXHIBIT C

Mailing Address:
P.O. Box 2698
White City, OR 97503

Email Address:
ryanbleser@hotmail.com

Phone: (541) 830-0226
Cell: (541) 601-7870
Fax (541) 830-4466



BLESER BUILT ROOFING INC.

ATTN: Pieter Smeenk PROPOSAL AND CONTRACT

TO:

Name City of Ashland Date 9-29-2014

Address 20 North Main Street Job Address Lower Section Re-Roof

City Ashland, Ore 97520 City City Hall Ashland

Phone 541 552 2413 541 326 1039 As Reviewed

Email pieter@ashland.or.us
SmeenkP@ashland.or.us

I propose to furnish all materials and perform all labor to
Lower Section only.

Cut Back Existing Membrane Roofing only,
dispose, leaving only BUR roof in place.
leave Dog House Roofing and side walls in place

INSTALL Durolast 1/2" EPS Cover Board
INSTALL Durolast 50 mil PVC Single Ply
Membrane Roof System.

Install membrane up parapet walls as existing
and Dog House area 12" with termination to
meet Durolast specifications.

INSTALL All Durolast accessories and metal
Coated Sopper Insert to specifications.

INSTALL Durolast Walk Pad as existing.

Durolast 20 year NDL Warranty Included.
permit Included

8000⁰⁰

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum
of: 8000⁰⁰

\$ Eight Thousand dollars

Payment schedule due on job completion. Estimate good for 30 days and is subject all to material price increases. Estimate
does not include wood rot, insulation replacement or decksheeting price. Not responsible for dust and dirt filtration into building. We
take no liability for fumes from hot asphalt, Bitumen, coatings, or adhesive applied roof systems during roof installation. Water leaks
from existing masonry parapets, or sheet metal above new roof membranes are omitted to warranty and subject to repair cost. Not
responsible for "third party" damage. All "third party" repairs will be billed to customer. Not responsible for music, TV, or satellite dish
antenna installation. Any HVAC, Ducting, Electrical or Sign Removal and Re-Installation are added cost. There is an additional cost for
any asbestos testing, abatement and disposal. 1.5% finance charge will be charged per month on all past due accounts.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon
written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be
made in writing. Availability of materials may result in job delay and completion. Due and payable upon job completion.

Accepted by _____ Submitted by R. Bleser
LICENSED • BONDED • INSURED
#75393

DATE _____

FOR CONFIRMATION AND SCHEDULING MAIL BACK WHITE COPY.
CONSUMER NOTIFICATION INFORMATION ON BACK SIDE

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 75393

This document certifies that:

BLESER BUILT ROOFING INC
PO BOX 2898
WHITE CITY OR 97503

is licensed in accordance with Oregon Law as a Residential Specialty Contractor.

License Details:

EXPIRATION DATE: 04/04/2016
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$15,000
COMMERCIAL BOND: NONE
INSURANCE: \$1,000,000 / \$2,000,000
RMI: RYAN L BLESER
HOME INSPECTOR CERTIFIED: NO

FORM #3

**CITY OF
ASHLAND**

A request for a Purchase Order
REQUISITION

Date of request: 10/13/14
Required date for delivery: ASAP

Vendor Name: BLESER BUILT ROOFING INC.
Address, City, State, Zip: P.O. BOX 2892 WHITE CITY, OR 97503
Contact Name & Telephone Number: RYAN BLESER # 541/830-0224
Fax Number: 541/830-4466

SOURCING METHOD

<input type="checkbox"/> Exempt from Competitive Bidding <input type="checkbox"/> Reason for exemption: _____ <input type="checkbox"/> AMC 2.50 _____ <input type="checkbox"/> Written quote or proposal attached	<input type="checkbox"/> Invitation to Bid (Copies on file) Date approved by Council: _____	<input type="checkbox"/> Emergency <input type="checkbox"/> Form #13, Written findings and Authorization <input type="checkbox"/> Written quote or proposal attached
<input type="checkbox"/> Small Procurement Less than \$5,000 <input type="checkbox"/> Direct Award <input type="checkbox"/> Verbal/Written quote(s) or proposal(s)	<input type="checkbox"/> Request for Proposal (Copies on file) Date approved by Council: _____	<input type="checkbox"/> Cooperative Procurement <input type="checkbox"/> State of Oregon Contract # _____ <input type="checkbox"/> State of Washington Contract # _____ <input type="checkbox"/> Other government agency contract Agency _____ Contract # _____
<input type="checkbox"/> Intermediate Procurement GOODS & SERVICES \$5,000 to \$100,000 <input checked="" type="checkbox"/> (3) Written quotes and solicitation attached PERSONAL SERVICES \$5,000 to \$75,000 <input type="checkbox"/> Less than \$35,000, by direct appointment <input type="checkbox"/> (3) Written proposals/written solicitation <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K	<input type="checkbox"/> Sole Source <input type="checkbox"/> Applicable Form (#5,6, 7 or 8) <input type="checkbox"/> Written quote or proposal attached <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K <input type="checkbox"/> Special Procurement <input type="checkbox"/> Form #9, Request for Approval <input type="checkbox"/> Written quote or proposal attached Date approved by Council: _____ Valid until: _____ (Date)	<input type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Agency _____ Date original contract approved by Council: _____ (Date)

Description of SERVICES

Total Cost

<u>CITY HALL RE-ROOF</u>	<u>\$ 5000.00</u>
--------------------------	-------------------

Item #	Quantity	Unit	Description of MATERIALS	Unit Price	Total Cost

Per attached quote/proposal

Project Number _____ Account Number _____

Account Number 410-08-24-00-709100 Account Number _____

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

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

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

Employee: Pete Smoock Department Head: Michael R. Fayle 10/14/14
(Equal to or greater than \$5,000)
Department Manager/Supervisor: [Signature] City Administrator: _____
(Equal to or greater than \$25,000)

Funds appropriated for current fiscal year: YES / NO
Finance Director- (Equal to or greater than \$5,000) [Signature] Date 10/17/14

Comments: _____



**CITY OF
ASHLAND**
20 E MAIN ST.
ASHLAND, OR 97520
(541) 488-5300

DATE
10/17/2014

PO NUMBER
12562

VENDOR: 019045
BLESER BUILT ROOFING INC
PO BOX 2898
WHITE CITY, OR 97503

SHIP TO: Ashland Public Works
(541) 488-5587
51 WINBURN WAY
ASHLAND, OR 97520

FOB Point:
Terms: Net
Req. Del. Date:
Special Inst:

Req. No.:
Dept.:
Contact: Pieter Smeenk
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		City Hall - Roofing Project		8,000.00
		Contract for Goods and Services		
		Beginning date: 10/08/2014		
		Completion date: 12/01/2014		

BILL TO: Account Payable
20 EAST MAIN ST
541-552-2010
ASHLAND, OR 97520

SUBTOTAL	8,000.00
TAX	0.00
FREIGHT	0.00
TOTAL	8,000.00

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 410.08.24.00.704100		8,000.00			

[Signature] 10/17/14
Authorized Signature

VENDOR COPY



BLESBUI-02 PHITE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Medford Office PayneWest Insurance, Inc. 38 North Central Ave. Medford, OR 97501	CONTACT NAME: PHONE (A/C, No, Ext): (541) 779-1321 FAX (A/C, No): (541) 779-9187 E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Bleser Built Roofing, Inc. P.O. Box 2898 White City, OR 97503	INSURER A	Houston Specialty Insurance	NAIC #
	INSURER B	Cincinnati Insurance Companies	10677
	INSURER C	SAIF	36196
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TEN13499	01/07/2014	01/07/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EBA0226360	01/07/2014	01/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	522751	01/07/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City Hall Roof - Contract 10-8-2014

CERTIFICATE HOLDER City of Ashland Attn: Scott Fleury 20 E. Main St. Ashland, OR 97520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Phyllis Hite</i>
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5/5/24

I am pleased that last night's meeting included a good discussion, and hopefully the end of the discussion about the Admin Campus.

I wish to speak about what I see as the primary reason we are in this mess. It is directly due to the City Manager, Sabrina Cotta overstepping her authority again and again, taking a series of actions that I believe exceed her authority as City Manager.

She has violated financial and budget procedures, state budget law, council policies, overstepped her authority with unilateral decisions, with violating grant requirements, and improperly approving the budget.

She falsely stated that the salary increases proposed in June 2025 were included in the budget. She falsely stated that the fees added to the utility bills were needed to avoid service cuts – and then the cuts were made anyway. She has hidden information from the public and even Council. She has now once more, exceeded her authority by moving staff out of City Hall into the Community Center.

Then, after being told directly by Council to remove staff from the Community Center, Sabrina purposely disregarded Council's direct request.

I believe this insubordination is the final action in more than a year of separate actions destructive to the fabric of our City Government, the Council's authority, and the City's best interest.

I believe the time has come to ask for an executive session in order to place the City Manager on Administrative leave and investigate her mismanagement with the possibility of dismissal for cause.

Leda Shapiro
Ashland

Opportunity Zones 2.0: Frequently Asked Questions

Ashland City Council | May 5, 2026

Prepared by Blair Sundell, Executive Director, SOREDI

About the Program

Q: What is Opportunity Zones 2.0?

A: It's a federal tax incentive that gets private money flowing into specific low-income census tracts. Investors who have capital gains from selling stock, a business, or property can defer their federal taxes by reinvesting those gains into a Qualified Opportunity Fund. That fund then puts the money into projects inside designated tracts. Congress made the program permanent in July 2025 with HR1, replacing the original 2017 version.

Q: How is this different from an Enterprise Zone?

A: An Enterprise Zone is a local property tax abatement. The City forgoes property tax revenue on qualifying new investment. An Opportunity Zone is a federal capital gains tax incentive with no local fiscal impact. The City does not abate any taxes. The benefit runs strictly between the investor and the IRS.

Q: How does a tract qualify?

A: A tract has to meet one of two tests. Either its Median Family Income is at or below 70% of the statewide MFI (for non-metro areas) or 70% of the metro MFI (for metro areas), tightened from 80% under OZ 1.0. Or it has a poverty rate of at least 20% combined with an MFI no higher than 125% of the statewide or metro MFI. The 125% cap is new. Each tract has to qualify on its own. The old contiguous tract loophole is gone.

About the Vehicle (the LLC)

Q: What is the investment vehicle?

A: It's called a Qualified Opportunity Fund, or QOF. It's typically organized as an LLC or partnership. A QOF has to keep at least 90% of its assets in property located inside a designated tract. The IRS audits this twice a year.

Q: Who sets up the QOF?

A: Private investors, fund managers, or developers. They self-certify with the IRS by filing Form 8996 with their tax return. There is no government approval process for forming one.

Q: Who controls the QOF?

A: The fund's managers and investors. It's entirely private. The City has no governance role, no fiduciary role, and no liability.

Q: Does the City have any financial relationship with these funds?

A: No. The City does not form the LLC, does not manage capital, does not sign agreements with investors, and takes on no financial risk. The City's role ends at nomination.

Q: What is a QROF and why does it matter for Ashland?

A: A Qualified Rural Opportunity Fund is a new sub-category that has to keep 90% of its assets in rural OZ property. QROFs get a 30% basis step-up at five years, compared to 10% for standard QOFs. Ashland's tract qualifies as rural, so projects here can attract this enhanced pool of capital.

About Ashland's Tract

Q: Which tract is being nominated?

A: Census tract 41029001900 in central Ashland. The borders run along East Main Street to the north, Walker Avenue to the east, the Emma Street area to the south, and Helman/Beach Street area to the west. Siskiyou Boulevard runs through the middle of it.

Q: Why are we not also endorsing Tract 18.02?

A: This is a highly competitive process. Oregon has 229 eligible tracts and can only nominate about 58, roughly 1 in 4. Under OZ 1.0, Oregon got 86 tracts. With the cap that tight, the State will pick tracts with the strongest investible development potential. Tract 41029001900 has a real pipeline of near-term projects ready to go. Tract 18.02 is eligible but does not. Putting it on the application would dilute Ashland's competitive position with the Governor's Office. City staff and SOREDI agree the endorsement should focus on the tract with the highest and best development potential.

Q: What projects are already in the pipeline?

A: Three big ones. The SOU Cascade site is 4.3 acres with the partner search recently reopened after the lead partner withdrew in January 2026. The site is cleared and about \$12M in deferred maintenance is already off the books. The Sunstone Housing Collaborative is about 90 units of mixed-income housing planned for the 4.18-acre Lincoln Field site at East Main and Mountain. It targets households at or below 120% AMI with on-site childcare, and SOREDI and RVCOG are already funding feasibility work. There's also a recent acquisition of nine contiguous parcels totaling about 3.4 acres along Ashland, Beach, and Henry Streets, now under a single owner.

Q: Why does it matter that Ashland's tract qualifies as rural?

A: Rural tracts get stronger benefits under federal law. A 30% basis step-up, three times the standard non-rural benefit. A lower 50% bar for substantial improvement of existing buildings instead of 100%. And access to a specialized pool of rural-focused capital. All of that makes Ashland's tract more attractive to investors than a typical urban OZ.

About Affordable Housing

Q: How does affordable housing fit within Opportunity Zones?

A: OZ 2.0 does not require affordability, but it's one of the most powerful tools out there for making affordable and workforce housing pencil out, especially when stacked with Low-Income Housing Tax Credits.

Q: How does OZ help affordable housing pencil?

A: OZ capital is equity, not debt. It fills the gap that often kills affordable projects, the 10 to 20% of the capital stack that's hardest to raise. The most common affordable structure pairs 4% or 9% LIHTC with

OZ equity. The two programs work well together, and investors can claim both. The 10-year OZ hold also lines up naturally with LIHTC compliance periods and long-term affordability covenants.

Q: Will OZ 2.0 guarantee deep affordability?

A: No. OZ alone will not produce 30% or 60% AMI units. Those require LIHTC, HOME funds, or local affordability requirements. OZ is a tool that makes those projects more financeable. It's not a substitute for them.

Q: What kind of housing pencils best with OZ?

A: Workforce housing targeting 80 to 120% AMI is the sweet spot. That kind of housing usually doesn't qualify for the deepest subsidies but still struggles with feasibility. The Sunstone project is a good local example.

About the City's Role and Risk

Q: What does the City actually commit to tonight?

A: A resolution endorsing SOREDI's nomination of tract 41029001900, and a Mayor's letter of support. No funding. No staff time beyond a named investor point of contact. No abatements. No liability.

Q: Is there any fiscal downside or risk to the City?

A: No. There's no tax abatement. New construction in the tract goes onto the tax rolls at full assessed value, unlike Enterprise Zones which forgo property tax revenue. The bigger risk is not getting the designation and missing a 10-year window.

Q: Can the boundaries change later?

A: No. Once Treasury certifies the designation on January 1, 2027, the boundaries are locked in for the full 10-year period through 2036.

Q: What if an investor does something we don't like?

A: The City has no contractual relationship with QOFs. But projects still go through Ashland's normal land use, zoning, building code, and permitting processes. OZ designation does not override any of that.

Q: Is there a gentrification risk?

A: It's a fair concern, and it came up nationally with OZ 1.0. A few things mitigate it here. The tract is anchored by SOU and existing housing projects aimed at workforce or mixed-income tenants, not luxury. Ashland's land use code and Housing Needs Analysis already shape what gets built. And the projects in our pipeline are explicitly affordable or workforce-oriented.

About the Process and Timeline

Q: Who else is supporting the nomination?

A: SOREDI is coordinating support from the Jackson County Commissioners, State Representatives, the Governor's Office, and the Congressional Delegation.

Q: What's the timeline if Council acts tonight?

A: SOREDI submits the application to Business Oregon by May 22, 2026. The Governor's nomination window opens July 1, 2026. Treasury certification follows in late 2026. Designations take effect January 1, 2027, and run through 2036.

Q: What does SOREDI do after designation?

A: Build an investor-ready prospectus that brands Ashland's tract for outside capital. It's the playbook Erie, Pennsylvania used to become a national model. SOREDI is also engaged with national OZ fund managers, including through CDFA's Federal Policy Conference in Washington, D.C., and is currently working with local investors who have interest totaling about \$5M.

Q: What does success look like elsewhere?

A: Erie, Pennsylvania was the poorest zip code in the state before OZ 1.0. They organized early, branded their zone, built an investor-ready prospectus, and stacked OZ equity with public infrastructure. The results: 110 new residential units, 100,000 square feet of revitalized commercial space, 8 historic buildings rehabbed, 25 new businesses, and over 250 jobs from a single food hall project. HUD and Congress now point to Erie as a model.

Quick Reference Numbers

Tract being nominated	41029001900 (rural-qualified)
Oregon eligible tracts	229
Oregon nominations available	About 58 (down from 86 in OZ 1.0)
National eligible tracts	About 6,500 (down from 8,764)
Rural QROF basis step-up	30% at 5 years (vs. 10% standard)
Rural substantial improvement test	50% (vs. 100% standard)
Designation period	10 years, through 2036
Local investor interest engaged	About \$5M
Business Oregon application deadline	May 22, 2026

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