Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, October 17, 2023
Council Chambers, 1175 E Main Street

View on Channel 9 or Channels 180 and 181 (Charter Communications)
or live stream via rvtv.sou.edu select RVTV Prime.

HELD HYBRID (In-Person or Zoom Meeting Access)

Public testimony will be accepted for both general public forum items and agenda items. **Please complete the online Public Testimony Form, for WRITTEN and ELECTRONIC testimony only.** Indicate on the Public Testimony Form if you wish to provide WRITTEN testimony, or if you wish to speak ELECTRONICALLY during the meeting.
Please submit your testimony no later than 10:00 a.m. on the day of the meeting.

4:00 PM Executive Session

The Ashland City Council will hold an Executive Session for the following:

1. Selection of City Attorney Finalists, pursuant to ORS 192.660(2)(a)
2. City Manager Review, pursuant to ORS 192.660(2)(i)

6 p.m. Regular Business Meeting*

I. **CALL TO ORDER**
   1. Land Acknowledgement**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

IV. **MAYOR'S ANNOUNCEMENTS**

V. **APPROVAL OF MINUTES ***
   1. Minutes of the October 2, 2023 - Study Session
   2. Minutes of the October 3, 2023 - Business Meeting

VI. **SPECIAL PRESENTATIONS**
   1. CFEC Parking Code Amendments Presentation

VII. **CITY MANAGER REPORT**
   1. GIS Award Recognition

VIII. **PUBLIC FORUM (15 minutes)**

Better Together

Council Business Meeting Agenda

IX. **CONSENT AGENDA**

1. Transportation Advisory Committee Appointment

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. City Council Elections to Fill City Recorder Vacancy, pursuant to City Charter Article III – Elective Officers, Section 4

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Contract with OHRA for State Emergency Order Homeless Shelter Operations
2. Resolution 2023-25 – A Resolution to Approve Transitional Housing Accommodations

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

XV. **ADJOURNMENT OF BUSINESS MEETING**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Manager's office at 541.488.6002 (TTY phone number 1.800.735.2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

* 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, ashland.or.us/Agendas.asp.

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
October 2, 2023

Mayor Graham called the meeting to order 5:31 p.m.

1. **Public Input** - None

2. **Ashland Emergency Shelter**
   a. **Operations Overview Presentation**

City Manager Joe Lessard provided a presentation (see attached):

- Ashland Emergency Shelter (AES)
- Where We Are Now - Oregon
- Where We Are Now, What we're learned, Next Steps
- Where We Are Now - Governor Emergency Homelessness Declaration
- Where We Are Now – Jackson County/Ashland Goals
- Where We Are Now – Site Aerial
- Where We Are Now – City of Ashland Programs – OHRA Center
- Where We Are Now - Emergency Order Shelter is NOT and IS
- Where We Are Now - Emergency Order Shelter Will Have/Shelter Operations
- What We're Learning
- Next Steps

   b. **OHRA Program Update Presentation**

Dennis Slattery from OHRA's board of directors explained the services OHRA provided. Cassie Sinclair, the executive director of OHRA, provided a presentation (see attached):

- OHRA Helping low-income neighbors' live better lives – Our Vision, Our Mission
- The OHRA Center: A Community Asset
- OHRA's Three Programs
- Resource Navigation Assistance is Broad
- OHRA's Resource Center
- OHRA's Shelter
- OHRA's Shower Trailer
- OHRA's Housing Outcomes

Mr. Lessard addressed privacy screening. They were considering plants or a lattice fence. Concern was expressed regarding the two-story house across from the shelter and their privacy. There was a request not to place facilities in that area.

There was a suggestion to involve the unhoused as the shelter moved forward.

Ms. Sinclair explained OHRA would have two navigators onsite for the emergency shelter. Mr. Lessard clarified the emergency order shelter would be in one part of the building and the severe weather shelter would be run in another section of the building. Due to building and fire code issues, the severe weather shelter could not be run after the emergency order

shelter ended. The building needed alterations for the severe weather shelter to run long term. Additionally, the fire safety plan had not been approved but is currently under review.

Mr. Slattery did not think OHRA was attracting more homeless people to that area. Homelessness has increased over the last years. OHRA was treating more people but there were many who did not want help. There was a need for increased enforcement in the that area. It would require a multi layered approach.

Ms. Sinclair clarified OHRA had experience running shelters and would provide the same services OHRA provided at their building. There would be a 24-7 fire watch as well as background checks. Mr. Slattery added they needed continued support from several areas to be sustainable and effective for the long term.

Ms. Sinclair explained there would be guests at the low barrier shelter with substance use disorders and they would sign an agreement not to use while on the property. If they must evict someone, OHRA would do everything they could to find a shelter elsewhere. If someone is not abiding by the rules, they might get evicted. Police Chief Tighe O'Meara added they could offer the dusk to dawn campsite, other services, contact a social service provider, even drive them to Medford. If the police department participated in the removal of a guest at 2200 Ashland or OHRA, they would try to find something to do with that person. If that person did not want to go anywhere, there was not much the police could do other than monitor them.

Mr. Lessard explained there was funding for the shelter through Jan 10, 2024. This was the best the city could do. For 71 days, thirty individuals will have an opportunity to get past their barriers. After that it will be severe weather operations only unless there are additional funds to extend. The fire code will prevent the city from operating the emergency order shelter ended. Housing Program Manager Linda Reid added that through the emergency order, the Multi Coordination Group was established and looking at future legislation. Alternately, the Jackson County Continuum of Care was advocating for more rapid rehousing funding.

Mr. Lessard addressed a question on what happened outside the shelter and how will the city respond. It would fall to enforcement. He went on to explain the city did not have the resources to reach out to other providers. In the past, faith-based organizations volunteered to run shelters but there had been a dramatic decline in volunteering, and it fell to the city.

Ms. Reid addressed potential congregate issues. There were discussions about using the garage space as a waiting area for the shower. OHRA was a seasoned shelter provider and when they ran the other shelter, there were no congregate issues.

Mr. Slattery suggested a postmortem after January 10, 2024, with all the stakeholders. He noted that section of town had always been a place where people camped and was a

challenge. The people who come to OHRA did not run around the streets. The sense that crime has increased since OHRA started may be statistically true, but homelessness has increased dramatically. The number of homeless had doubled despite OHRA's best efforts.

c. Public Input

Janet Bell/Ashland/Noted the fencing needed to be improved and there was a path that needed consideration. Shop N Kart and Albertsons had hired security. She wanted to know where people staying at the shelter would do during the day.

Vincent Rice/Ashland/Spoke in support of the shelter and addressed the humanity of the homeless. If there was not enough money for the shelter, the city could cut staff salaries.

Council clarified that the funds for the shelter came from grants. The emergency order shelter was different from the severe weather shelter. People staying at the emergency order shelter would remain indoors during the day and not spill out into the neighborhood. The severe weather shelter was open at night and typically drew smaller numbers of people.

Tina Sanford/Ashland/Owns the DMV building. She was glad the focus was on homes but appreciated that someone brought up what businesses had been experiencing. She was not there to condemn OHRA but to protect her property. She explained they had called repeatedly about the transient who had started the Oak Knoll fire and did not feel heard. There needed to be better ordinances and laws. Businesses needed resources they could rely on.

Debbie Neisewander/Ashland/Wanted to know if OHRA was taking applications and thought Ashland should take priority over other areas. She also wanted to know if there would be a bus to take people from the severe weather shelter to the library during the day.

Ms. Sinclair explained OHRA served Jackson County. OHRA conducted vulnerability screenings on people who came to them. OHRA was not marketing services throughout the valley.

d. City Council Discussion

Council directed staff to work on the following:

- The city manager and police chief develop a list of ordinances to help enforcement.
- Establish a framework for responsiveness, include garbage, fire, police, etc.
- Have some form of outreach, a community development plan, to help the businesses in southeast Ashland.
- Work with Siskiyou school on fencing the easement.
- Work with stakeholders on a concept for a long-term program and bring it to the neighborhood. Have the Housing and Human Services Committee research what might be possible on the building site.

- Work with the neighborhood to determine the best layout for facilities at the shelter so it is not problematic for the neighbors.

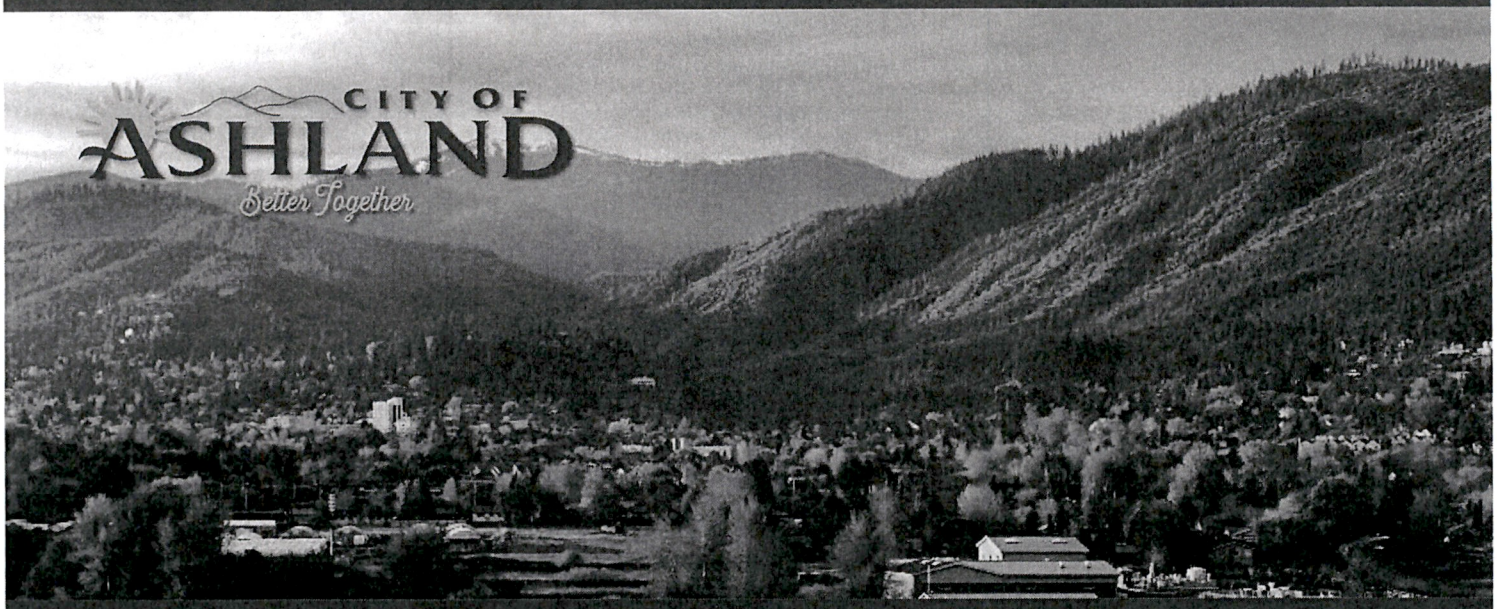
3. Adjournment of Study Session

The meeting was adjourned at 7:30 p.m.

Clerk of the Council Pro Tem Dana Smith

Attest:

Mayor Tonya Graham



Ashland Emergency Shelter (AES)

City Council Study Session
October 2, 2023

Ashland Emergency Shelter

Ashland Emergency Shelter - Overview

1. Where we are now
2. What we've learned
3. Next steps

Ashland Emergency Shelter

Where We Are Now

Oregon

- State has **fourth highest rate** of unsheltered homelessness **in US**
  - 42 of every 10,000 in state (Calif. – 44 of every 10,000)
  - At least 18,000 experience homelessness per 2022 count
- 63% increase in homelessness in six years (2017-2022)
  - Center Oregon – 86% increase
  - Eugene-Springfield/Land County – 110% increase
  - **Medford-Ashland/Jackson Co. – 132 % increase**
  - Salem/Marian-Polk Co. – 150% increase
  - 62% of state's homeless are "unsheltered" (outdoors/cars)

Better Together

Ashland Emergency Shelter

Where We Are Now

Governor's Emergency Homelessness Declaration

- Effective dates – Jan. 10, 2023-Jan. 10, 2024
- For **areas with increase of 50%** or greater homelessness
- Funding – $11,125,617 to address unsheltered homelessness
- Goals
  - **Prevention** - 8,750 households from homelessness
  - **Shelter** - Add 600 low-barrier beds
  - **Rehouse** - At least 1,200 households

Better Together

Ashland Emergency Shelter

Where We Are Now

Jackson County/Ashland Goals

- **Prevention** - 1,200 households from homelessness
  - Medford – 1,104 households
  - Ashland – OHRA 96 households
- **Shelter** - Add at least 67 low-barrier beds
  - Medford – 80 beds
  - Ashland – 30 bed in Emergency Order Shelter
- **Rehouse** - At least 133 households
  - Medford – 96 households
  - Ashland – OHRA 37 households

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Ashland Emergency Shelter

Where We Are Now

City of Ashland

- Obligation to address homelessness in our community
  - Homelessness estimated at **80-125** (approx. 10% of Jackson Co. est.)
  - **Will grow** in Oregon & Jackson County
- Balance needs of all citizens
  - Preserve health and public safety
    1. **Dusk-to-Dawn** sleeping lawn
    2. **Severe Weather Shelter** – prevent health risk or loss of life
    3. **Emergency Order Shelter** – stability & navigate to housing
    4. **Enforce behavioral expectations**
       - No exclusive use of parks & public rights-of-way (ROW)
       - Trespass (private property / railroad ROW)
  - Partner with community organizations
  - Multi-agency coordination for continuum of care approach

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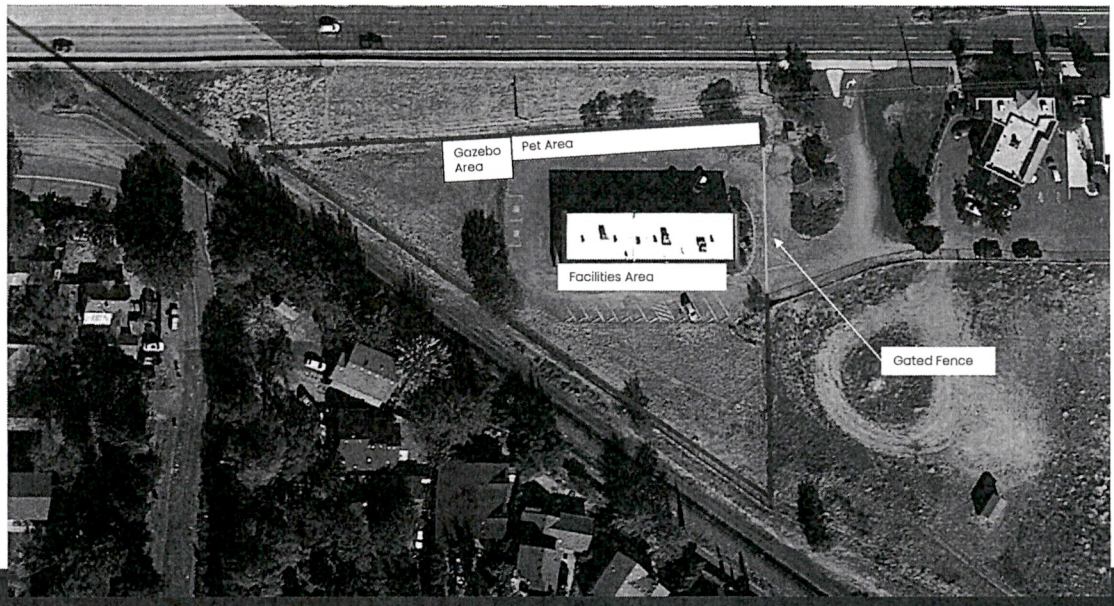
Ashland Emergency Shelter

Where We Are Now



Ashland Emergency Shelter

Where We Are Now

City of Ashland Programs

Severe Weather Shelter:

- **Health & Public Safety Measure**
- **Over Night Shelter**
  - Approx. Nov.-Mar. funded
  - 7:00 p.m. – 7:30 a.m.
- **Shelter Thresholds**
  - Cold – 32° or below
  - Hot – 95° or above
  - Smoke – 150 Air Quality Index

Emergency Order Shelter:

- **Governor's Emergency Declaration**
  - Jan. 10, 2024 expiration
- **71 days operations**
  - Nov. 1-Jan. 10 funded
  - Navigation services for occupants
  - Experienced 24/7 oversight
- **30+ accepted applicants**
  - Screened for Vulnerability
  - Screened for sex offender registry

OHRA Center

Resource Center:

- **Walk-In**
  - Navigation services
  - Resource referral
- **52 shelter rooms**
  - 6 mos. Stability
  - Navigation services
  - Experienced 24/7 oversight

Ashland Emergency Shelter

Where We Are Now

Emergency Order Shelter Is NOT

- A walk-in center
- A campground
- A nightly sleep/camping lawn

Emergency Order Shelter Is

- State **funded for Nov. 1-Jan. 10** operation only
  - Assigned beds for at least 30 beds
  - Operated 24/7 by an experienced shelter operator
  - Supervised on-site during all operating hours
  - Behavioral standards for occupants
- Navigation resource support

City is Requiring Application/Screening for Admission

- Sex offender registry website check

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Ashland Emergency Shelter

Where We Are Now

Emergency Order Shelter Will Have

- Site fencing/screening
- Access gate with site curfew hours
- Interior access point and exterior security cameras
- Exterior security lighting & smoking area
- Adequate toilet & sanitation stations

During Emergency Order Shelter Operations

- City **Will**
  - Work with Siskiyou School to secure City easement
  - Work to close neighborhood bike path fencing gaps
- APD **Will**
  - **Expand patrol presence** from downtown to include Ashland Street/Clay Street/bike path area (five new discreet shelter neighborhood patrol areas)
  - **Expand cadet program** from three using vacancy savings to assist in patrol of City parks & other properties
  - **Explore store front office** option in Exit 14 area

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Ashland Emergency Shelter

What We're Learning

Neighborhood Concerns are Community-wide Concerns

- Homeless in neighborhoods
  - Property intrusions and resulting trash/waste
  - Ongoing fencing issues (railroad ROW & bike path access)
- Economic impacts of homeless in City
- Questions on future of Ashland's current approaches
  - Dusk to Dawn sleeping lawn
  - Severe Weather Shelter
  - Emergency Order Shelter – Pilot Program
  - Enforcement (including camping ordinance updates)
- Questions on next steps - planning in Ashland & regionally
  - Future state funding questions
  - Planning process for potential uses of shelter site
  - Access to bike path
  - Community goals and monitoring
    - Severe Weather & Emergency Order Shelter operations
    - Code enforcement / Police / Fire & Rescue

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Ashland Emergency Shelter

Next steps

Facility 2023

- **Oct. 2** - Public forum on Emergency Shelter at Council Chambers, including update presentation on shelter implementation
- **Mid Oct.** – Emergency order shelter open house; Application process initiated
- **Nov. 1** – Full operation with accepted applicants

Facility 2024

- **Jan. 10** – Shelter transitioning to Severe Weather Shelter operations status
- **Jan. 11 –Mar. 31** - Severe Weather Shelter operations

Planning 2023-2024

- **Nov. – Jan.** – City Council Next Steps Planning Process

Better Together

Ashland Emergency Shelter

THANK YOU

To submit questions/comments and view updates, please visit:

ashland.or.us/EmergencyShelter

Better Together

OHRA

Helping low-income neighbors live better lives.

Our Vision
To help people **move from crisis to stability,** to build more capable individuals, stronger families and a better community.

Our Mission
To **help low-income people build better lives**. By offering hope and access to social service resources, we encourage those in need on the **path to self-sufficiency**.

The OHRA Center: A Community Asset

- Co-located Resource Center and Shelter means more effective assistance
- More space for more skilled staff to meet an increasing demand
- LaClinica's onsite health center
- A partner room for rotating services such as credit counseling, job assistance, and benefit applications
- A Shelter providing dignity, privacy and greater stability

OHRA's Three Programs

OHRA's Resource Center

OHRA's Shelter

OHRA's Shower Trailer

Resource Navigation Assistance is Broad

Direct Help With:

- Rental Assistance
- Utility Assistance
- Computer Access
- Job Searching
- Resume Writing
- Phone and Mail Services
- Bus Passes
- Pet Food
- Goodwill Vouchers

And More . . . . .

Applications to / Refer to:

- Affordable Housing
- Section 8 Vouchers
- Sober Housing
- Transitional Housing
- Permanent Supported Housing
- VA Housing
- Credit Assistance
- Legal Advocacy
- Health Insurance
- Social Security, Disability & Vet Benefits
- Birth Certificates
- Mental & Physical Health Services
- Substance Use Recovery
- SNAP Food Benefits
- State Assistance Programs

And More . . . . .

OHRA's Resource Center

We are the <u>only</u> walk-in Resource Center in Jackson County

- 55 guests each day—no screening or program registration required
- Navigators often meet multiple times with each guest
- Adults and families with children – housed or homeless – use the Resource Center.

At the Resource Center, people can retake control of their lives.

OHRA's Shelter

- A professionally staffed, low-barrier adult shelter
- We are staffed 24/7/365.
- 52 rooms with up to 72 guests who can stay 6 months
- ADA accessible and secure
- All shelter guests meet with Resource Navigators to move towards permanent housing.

OHRA's Shower Trailer

- Laundry and shower services for people who are unhoused.
- A crucial access point to OHRA's Resource Navigators.
- Partners with Laundry Love, OHSU School of Nursing, La Clinica

OHRA's Housing Outcomes:

Shelter and Resource Center: Combined	
Families in New Housing (Combined)	**656**
Men	**285**
Women	**270**
Children	**97**
Total Individuals	**652**
Housed families protected	**1,107**
Men	**353**
Women	**470**
Children	**380**
Total Individuals	**1,409**

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
October 3, 2023

Executive Session

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, DuQuenne and Hansen were present. Police Chief Tighe O'Meara, Deputy City Manager Sabrina Cotta, Interim Human Resources Director Molly Taylor and Acting City Attorney Doug McGeary were present. Items discussed were:

1. Deliberations with persons designated by the governing body to carry on labor negotiations, pursuant to ORS 192.660(2)(d).
2. City Manager Review, pursuant to ORS 192.660(2)(i).

I. CALL TO ORDER

Mayor Graham called the meeting to order at 6:09 p.m.

1. Land Acknowledgement

Councilor Hanson read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Mayor Graham led the pledge of allegiance.

III. ROLL CALL

Mayor Graham, Councilor Hyatt, Dahle, Kaplan, DuQuenne and Hansen were present. Councilor Bloom was absent.

IV. MAYOR'S ANNOUNCEMENTS

1. Indigenous Peoples' Day Proclamation

Mayor Graham read the proclamation. She announced 2023 Pride Weekend was this weekend starting with events Thursday October 5, 2023, through Saturday October 7, 2023. The parade on Saturday would start at noon.

V. APPROVAL OF MINUTES

1. Minutes of the September 18, 2023 - Study Session-Business Roundtable
2. Minutes of the September 19, 2023 - Business Meeting

Council Hyatt noted a correction in the Study Session-Business Roundtable minutes on page 1. The word "even" should be "event."

Councilor Hyatt/Hanson m/s to approve the minutes of the September 18, 2023, Study Session-Business Roundtable as corrected and the minutes of September 19, 2023, Business Meeting. Roll Call Vote: Councilor Hansen, Dahle, Hyatt, DuQuenne, and Kaplan, YES. Motion passed.

VI. SPECIAL PRESENTATIONS

1. DEQ Railyard Clean-up Presentation

Community Development Director Brandon Goldman introduced Michael Nemeth from Jacobs Engineering who was a consultant for Union Pacific Railroad (UPRR), and Margaret Oscillia, the project manager from DEQ and Don Hanson, Susan Turnblom, Dylan Darling, and Brad Schultz from DEQ. He introduced the topic and explained that regulatory jurisdiction rested with DEQ.

DEQ changed the comment period end date from September 29, 2023, to October 31, 2023. Union Pacific Railroad had proposed a cleanup of 8.7 acres to an urban residential standard. It would allow multifamily residential, ground floor residential, and mixed-use developments. The area was potentially a climate friendly area which could increase density. Ms. Oscillia provided a presentation (see attached):

- Site History and Revised Cleanup Place
- Outline
- Site vicinity map
- Photo of Site – Facing southeast from Clear Creek Drive
- Photo of Clear Creek Drive - Facing east
- Photo of Williamson Way - Facing west
- Photo of North A Street – Facing west-northwest
- Site use
- DEQ Voluntarily Cleanup Program
- Impacted areas
- Cleanup history
- 2021 Supplemental Remedial Investigation/Feasibility Study (RI/FS)
- Four cleanup plan options
- Four cleanup plan options (cont'd)
- Evaluated of 6 balancing factors
- Evaluation of 6 balancing factors (cont'd)
- Cleanup considerations
- DEQ review recommended alternative
- Cleanup plan
- Conceptual vegetated soil cap
- Institutional controls
- Potential site use after cleanup
- Examples of capped sites
- Estimated timeline
- Questions

Mr. Hanson addressed the three contaminated acres and how the soil cap kept people safe. Mr. Nemeth explained the fence around that area was there to prevent damage to the cap.
Mr. Hanson went on to explain EPA standards changes and how it impacts cleanup requirements. It had decreased since the last time the UPRR cleanup was before council. He did not think the cleanup values would change after remedial actions and certified cleanup but if the site remained undeveloped for a while, it could trigger a new review. Once the remedy was complete the cap would still be protective even if the cleanup fluctuated. The contamination levels were not terrible.

Mr. Goldman acknowledged the city could not enforce UPRR to do anything. However, the deed restriction stipulated it could not be developed until the site was cleaned to an urban residential standard.

There was a suggestion to table the agenda item until the end of the extended comment period. Council confirmed they had no decision-making authority, DEQ had that authority. Ms. Oscillia added DEQ wanted to continue a collaborative relationship with the city. If the site was

adequately protected, the state was not allowed to do a more extensive remedial. In this case, public comment might adjust the cleanup plan. The original plan was to use dump trucks to remove the soil, but DEQ altered the plan based on community feedback. Mr. Nemeth confirmed UPRR would be responsible for weed abatement on the three acres with the soil cap and natural vegetation planted.

Ms. Turnbolm addressed multifamily residential in an area with urban residential standards. In an apartment complex it is assumed people will not be digging in gardens or playing on the land. Mr. Nemeth added people typically lived in a single family for 30 years. Exposure would be greater in that circumstance.

Mr. Hanson clarified that once DEQ certified a cleanup, if new information was discovered they could open the case again.

Barry Thalden/Ashland/Had initially opposed the cleanup plan but this plan reversed his position. DEQ could not force UPRR to clean this up to higher standards. Almost nine acres could be available for mixed use development or urban residential. Ashland needed additional housing. UPRR would coordinate and pay for the work.

Councilor Hansen/Hyatt m/s the city council formally request the Department of Environmental Quality to approve the recommended revision and remediation action plan for the Union Pacific Railyard, ECSI #1146 as proposed with the condition that the 11.7 acres are clean to the urban residential standard and the remaining three acres are encapsulated and deed restricted to protect public health. We believe this approach strikes a balance between development interests and safeguarding the wellbeing of our community while ensuring that the site is developed responsibly. DISCUSSION: Councilor Hansen appreciated Mr. Thalden's comments. Housing was important for the city to help facilitate and he was eager to invite new neighbors into the city of Ashland. This was also an economic development he strongly supported. It was not something he wanted to compromise safety on. DEQ had listened to the community and stopped the cleanup due to truck traffic. Councilor Hyatt supported the motion for two reasons. Currently, they have been living under option one to do nothing for over a decade. This plan provides a level of protection, and no plan is perfect. This council has verbalized values of reducing greenhouse gas emissions and increasing housing and housing affordability. By making those eight acres available, we go directly to working those values. We can start to further address housing needs and affordability needs. She thanked Mr. Thalden for his testimony and supported the motion. Councilor DuQuenne supported the motion. Nothing had been done since 1993 and to prolong the situation was not in the city's best interest. This was buildable property in the urban growth boundary. They needed housing and needed to expand the tax base. She was eager to hear from the community and was glad they had until October 31, 2023, to comment. Councilor Kaplan clarified the motion should read 11.7 acres cleaned up to urban residential. Councilor Hansen confirmed he intended it to be 11.7 acres. Councilor Kaplan wanted to see high density development to meet several council objectives for

housing and cleaner infill. There was another 2.5 acres that could also be developed if the railroad wanted to sell it as well as other property. Councilor Dahle appreciated the comments. He was concerned there was no mechanism to force cleanup. He supported the motion. Mayor Graham wanted more time. Council lost nothing by waiting two more weeks. She recognized there was a lot of support for this but wanted more time with the issues and the conversation happening in the community. **Roll Call Vote: Councilor DuQuenne, Hansen, Hyatt, Kaplan, and Dahle, YES. Motion passed.**

2. City Staffing Update

Interim Human Resources Director Molly Taylor presented the 2023 survey results and a staffing update. She provided a presentation included in the council packet:

- Turnover Information
- Recruitment
- 58% Participation
- I believe the City respects, appreciates, and is genuinely concerned about the welfare of its employees.
- The people in my department work together as a team and make a significant contribution to the community.
- I have the appropriate tools and resources to provide the best service I can.
- I have the proper training to do my job well.
- I am informed about city news and developments in a timely manner.
- I receive recognition for the work I do.
- I believe employees are comfortable communicating with their supervisor and are taken seriously.
- I believe the city has worked to improve employee satisfaction in the last year.
- I am confident with the direction the city manager's office leading the city.
- General Themes: City Manager's Office
- General Themes: City Council
- General Themes: Human Resources
- Positive Comments
- Questions

As of June 2023, there were 238 full time employees. Council commented on the information. There was one suggestion to compare the survey with other cities.

VII. CITY MANAGER REPORT

1. City Manager's Report

City Manager Joe Lessard provided the manager's report and reviewed the Look Ahead.

2. Community Development Recognition for Ashland's Housing Production Strategy

Community Development Director Brandon Goldman noted his appreciation and named everyone that had worked on the housing production strategy. Mayor Graham extended a personal thank you from council to Mr. Goldman and his team.

VIII. PUBLIC FORUM

Kelly Marcoutulli/Ashland/Expressed disappointment that there was no clear direction on the wireless ordinance and wanted it to be a balanced consideration.

Paul Mozina/Ashland/Spoke on the right of way ordinance, how Carmel, CA, was treating their wireless ordinance and having a conference call with Mr. Campanelli.

Debbie Neisewander/Ashland/Spoke on the dusk to dawn camping site and asked for changes to the rules.

IX. CONSENT AGENDA

1. Liquor License Approval for Cru Siskiyou at 798 St. Andrews Circle

Councilor Hyatt/Kaplan m/s to approve the Consent Agenda. Roll Call Vote: Councilor Kaplan, Hyatt, DuQuenne, Dahle and Hansen, YES. Motion passed.

X. PUBLIC HEARINGS

1. Public Hearing and First Reading of LUBA remand for PA-T3-2022-00004 for the property at 1511 Hwy 99

Mayor Graham opened public hearing at 7:35 p.m.

Ex Parte Contact

Council declared no site visits or ex parte contacts on the matter.

Staff Report

Community Development Director Brandon Goldman explained the Planning Commission reviewed the item September 12, 2023, and had provided Findings for council consideration. Rogue Advocates had submitted public comments (see attached). Council would consider the findings made by the Planning Commission, the applicant, and the remand. Planning Manager Derek Severson provided a presentation (see attached):

- Grand Terrace Remand
- Grand Terrace Annexation (1511 Hwy 99N) – Remanded on Two Issues
- 1511 Highway 99N Site Design Review
- Site Design Review – Front/Rear Elevations
- Site Design Review - Side Elevations
- Site Review – Transit Supportive Plaza
- Site Design Review – Southern Driveway
- LUBA Remand Issues
- On-Street Parking Exception
- Affordable Unit Size Requirements
- One last note
- Any Questions?

Mr. Goldman explained LUBA was deciding whether to affirm, reverse or request additional information. Councilor Dahle asked if the city was within reason of authority regarding parking.

Mr. Goldman responded no. The Planning Commission had determined an exception was needed. It had gone to council who affirmed an exception to on-street parking.

Councilor Kaplan asked if this two-part process was unusual. Mr. Goldman replied it was common for a subdivision greater than three units. The applicants had not done all the final civil engineering showing where all the utility locates are and had not looked at all the dimensions of the property in detail. They wanted an approval for the outline plan which shows the dimensions of the lots. They will do all the engineering and come back to demonstrate that the final plan does not deviate from the outlines plans that were presented and approved. The final plan would be a Type I planning action that will include noticing the neighborhood to comment on any revisions made between the outline plan and the final plan.

Councilor Kaplan/DuQuenne m/s to continue the public hearing beyond 8:00 p.m.
Roll Call Vote: Councilor Kaplan, Hansen, Hyatt, Dahle and DuQuenne, YES. Motion passed.

Applicants Report

Robert Kendrick/Kendrick Enterprise/Casita Developments/Mr. Kendrick clarified the thirty 250 square foot (sf) units were supplementary to be affordable components of thirty-eight units. They were there to meet a market range that was below the affordable units they were required to build under the ordinance. They were never meant to be HUD compliant studio units. Staff made conditions of approval that they comply with HUD requirements of 350 sf. HUD compliant one-bedroom units are 500 sf. They left all the units noted at 499.9 sf because they did not know which buildings the units were going in. But they know they could push the threshold one inch for 500 sf. They were making the 350 sf units 499 sf and throwing in another thirty 250 sf units.

This was the third hearing. He described how the project was intended to meet the community's development and health. The 230 units proposed would pivot continued rent increases to lower rents. It would drive rents to normalcy. Typically, rents increase 9.6% every year. Last year, it was 16.9%. Rents had increased 60% since he submitted this project in 2019. There was no public good made by Rogue Advocates to our community by the constant appeals and delays of needed housing. The only benefits go to Craig Anderson and Rogue Advocates. Rogue Advocates was in Williams, OR They claim to protect farms, streams, and support housing. Before Grand Terrace, they were collecting less than $10,000 a year. Craig Anderson and Rogue Advocates attacks on Grand Terrace in 2021 made their revenue grow over 900% to $90,000. By the second application appealed in 2022, their revenue increased 130% and they received $134,000. He questioned where this money was coming from and where it was going. Craig Anderson's employment was exclusively spent on Grand Terrace, attacking him, the city, and its members on social media of being in bed with each other. It has nothing to do with farms, streams, or Grand Terrace. He thought it was about keeping money coming in from rents on property worth less, so rents are allowed to keep increasing. He supported the fee staff proposed tonight on another application. However, due to information from his attorney that night, and with respect to staff, he withdrew

the application. He thanked staff, the Planning Commission and Council for all their goals in supporting the needed housing. He would be back at another time.

Mr. Goldman explained they will ask Mr. Kendrick for written confirmation of withdrawal of the application. There was no need for further deliberation, or discussion.

Mayor Graham closed public hearing at 8:03 p.m.

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

1. City Council Standing Advisory Committees Workplans Review

Mayor Graham confirmed liaison appointments with council. The Ashland Senior Advisory Committee was moved from City Ad Hoc Committees to Commissions Standing Advisory Committees. Councilor Hansen recommended Councilor Bloom as second liaison to the Rogue Valley Transportation District. Mayor Graham noted she volunteered as a liaison with Neighborhood Group regarding the homeless shelter.

Councilor Kaplan/DuQuenne m/s accept Tables I and II for City Council liaison assignments for the next year. Roll Call Vote: Councilor Hansen, Dahle, DuQuenne, Hyatt, and Kaplan, YES. Motion passed.

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Contract with Grayback Forestry Inc. for prescribed burning for the Ashland Forest Resiliency All-Lands Restoration Project

Chris Chambers explained the contract would include prescribed burns in Lithia Park as well. The $700,000 cost for the contract was for four years. They had just over $400,000 and were waiting on grants and federal funding sources. He confirmed it was budgeted and appropriated.

Councilor Kaplan/Dahle m/s that the City Council, acting as local contract review board, approve this special procurement contract to Grayback Forestry, Inc not to exceed $700,000 through June 30, 2027, for forestry work critical to our watershed and community safety. DISCUSSION: Councilor Dahle expressed his thanks. Mayor Graham was hopeful Senator Merkley's legislation was successful. **Roll Call Vote: Councilor DuQuenne, Hyatt, Kaplan, Hansen, and Dahle, YES. Motion passed.**

2. Contract with Evan Brooks for Grant Application Services

Public Works Director Scott Fleury explained how this service would benefit the city. Evans Brooks was the highest graded proposal by the proposal team. They would support all departments for grants services. The Public Works Department and the Electric Department would contribute $50,000 each with another $50,000 coming from the general fund for the remaining

departments and divisions. The contract was for the biennium. Mr. Fleury planned to send Evan Brooks the CIP book so they could look for grants for the high priority projects.

Councilor Kaplan/Hansen m/s to approve a Legal Department approved professional services contract with Evan Brooks Associates Inc. for Grant Support Services in the amount of $150,000.
DISCUSSION: Councilor Kaplan thought this would create a better use of staff resources. Councilor Hansen agreed. It looked like a great organization with expertise and staff. Councilor DuQuenne had mixed feelings because it was not budgeted. She knew the grants were out there but was not comfortable supporting the motion. Mayor Graham commented on the difficulty of scanning the federal system looking for funding through hundreds of programs and writing grants. This was the best investment they could make. She was glad to see it in front of the council.
Roll Call Vote: Councilor Hansen, Dahle, Hyatt, and Kaplan, YES; Councilor DuQuenne, NO. Motion passed 4-1.

3. Approval of multiple Public Contracts for internet Bandwidth

IT Director Jason Wegner and AFN Operations Manager Chad Sobotka provided information on contracts expiring at the end of October 2023. Staff purchased bandwidth from organizations around Oregon to ensure carrier and path diversity. Mr. Sobotka provided a presentation included in the packet:

- Current Usage/Cost
- New Bandwidth Contract
- Internet Bandwidth Goals
- Questions?

Mr. Sobotka explained Cogent was a Tier I provider the city had partnered with in the past. He had talked to Hunter who was working on a path to San Jose. Once it was completed, he would research that for the city. He confirmed customer speeds would remain fast and these changes would not impact customer service.

Councilor Hyatt/Dahle m/s approval of bandwidth contracts, with the following providers: Hunter Communications, LS Networks and Cogent, for the term of November 1, 2023, through October 31, 2025 (including three 1-year options to extend after 10/31/2025) in the combined total of $180,552.
DISCUSSION: Councilor Hyatt thanked staff. Councilor Dahle added how path diversity was critical to network structure. **Roll Call Vote: Councilor Hyatt, Hansen, Dahle, DuQuenne and Kaplan, YES. Motion passed.**

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

Councilor Hansen shared information from the Transportation Advisory Committee's meeting on September 21, 2023. He went on to announce the Ashland Mountain Challenge would happen on September 30, 2023. They were expecting four hundred riders. Also, Mt. Ashland Ski was getting a new lift from a donation made by the DeBoer's.

Councilor Kaplan announced the Climate and Environment Policy Advisory Committee scheduled public hearings for October 18, 2023, and October 26, 2023, regarding greenhouse gas from burning methane gas and new residential construction. The Housing and Human Services Committee announced the annual rent burden forum November 9, 2023, at the Public Library.

Councilor DuQuenne announced they were short members on the Social Equity and Racial Justice Committee and invited people to apply. She welcomed Councilor Dahle as the second liaison on the committee. She announced the Chamber and Travel Ashland annual dinner Thursday, October 5, 2023, at the Ashland Hills Hotel.

Councilor Hyatt noted the Early Learning Ad Hoc Committee had two local preschool advisors attend a meeting on small scale models that typically provided for ten students or less.

Councilor Dahle announced the Historic Preservation Advisory Committee was updating their work plan, continuing a discussion on marking Ashland Places, and working on a plaque highlighting Siskiyou Boulevard.

XV. ADJOURNMENT OF BUSINESS MEETING

Councilor DuQuenne/Hyatt m/s to adjourn the meeting at 9:26 p.m. Voice Vote: ALL AYES. The meeting adjourned at 9:26 p.m.

Respectfully Submitted by:

Dana Smith

Clerk of the Council Pro Tem Dana Smith

Attest:

Tonya Graham

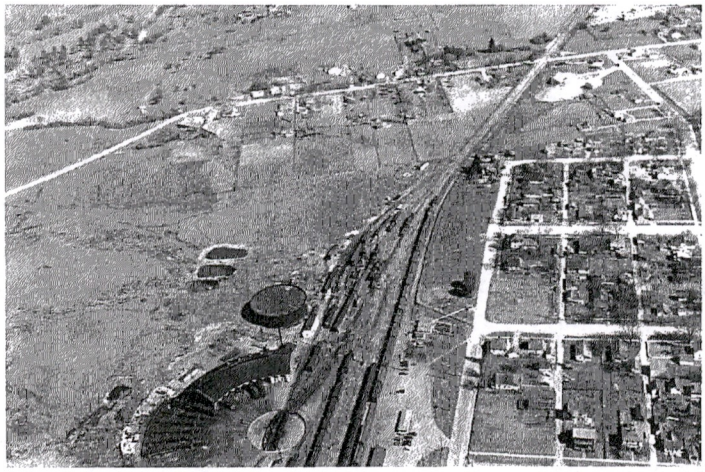
Mayor Tonya Graham

Site History and Revised Cleanup Plan

Union Pacific Railroad – Former Ashland Rail Yard

ECSI #1146

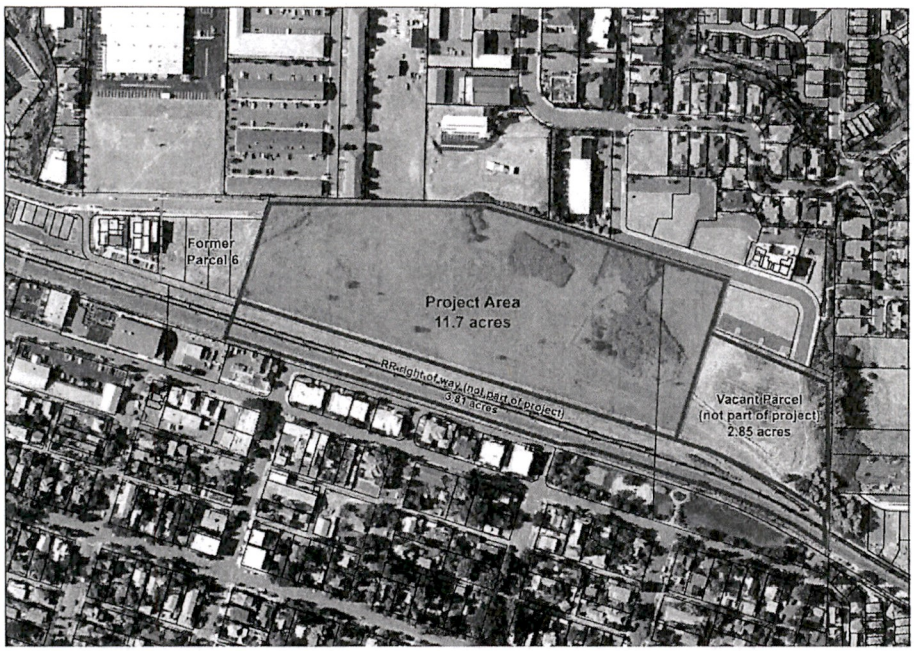
Ashland City Council Meeting
Oct. 3, 2023

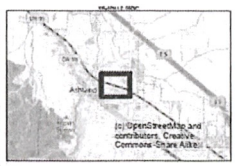


Outline

- Site background
  - Location
  - Photos
  - History
- New cleanup plan
  - Supplemental Remedial Investigation/Feasibility Study
  - Impacted Areas
  - Cleanup considerations
- Estimated project timeline
- Questions

Site vicinity map





LEGEND

- Previous Identified Property Boundary
- Property Boundary
- Parcels

Total historic Southern Pacific parcel was approximately 21 acres.

Former rail yard parcel is 11.7 acres.

0 200 400
Feet
1 inch = 200 feet

Photo of Site – Facing southeast from Clear Creek Drive

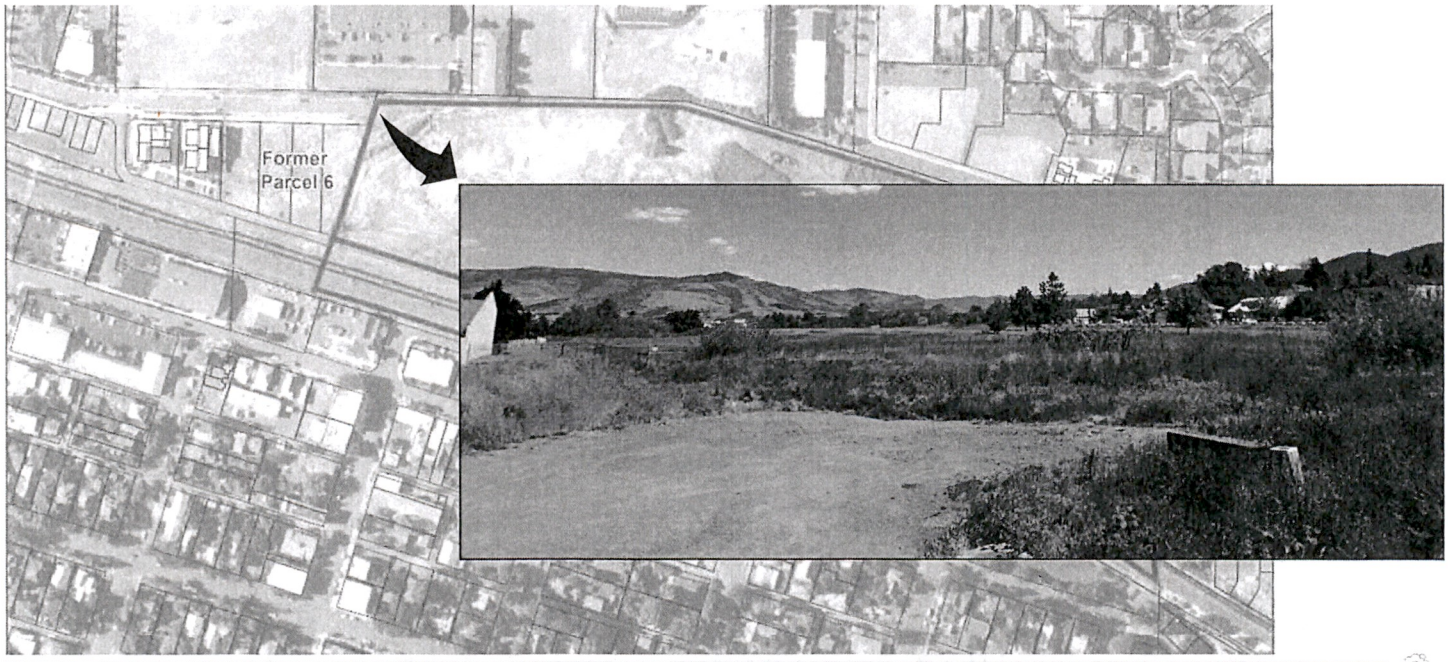


Photo of Clear Creek Drive – Facing east

Photo of Williamson Way – Facing west

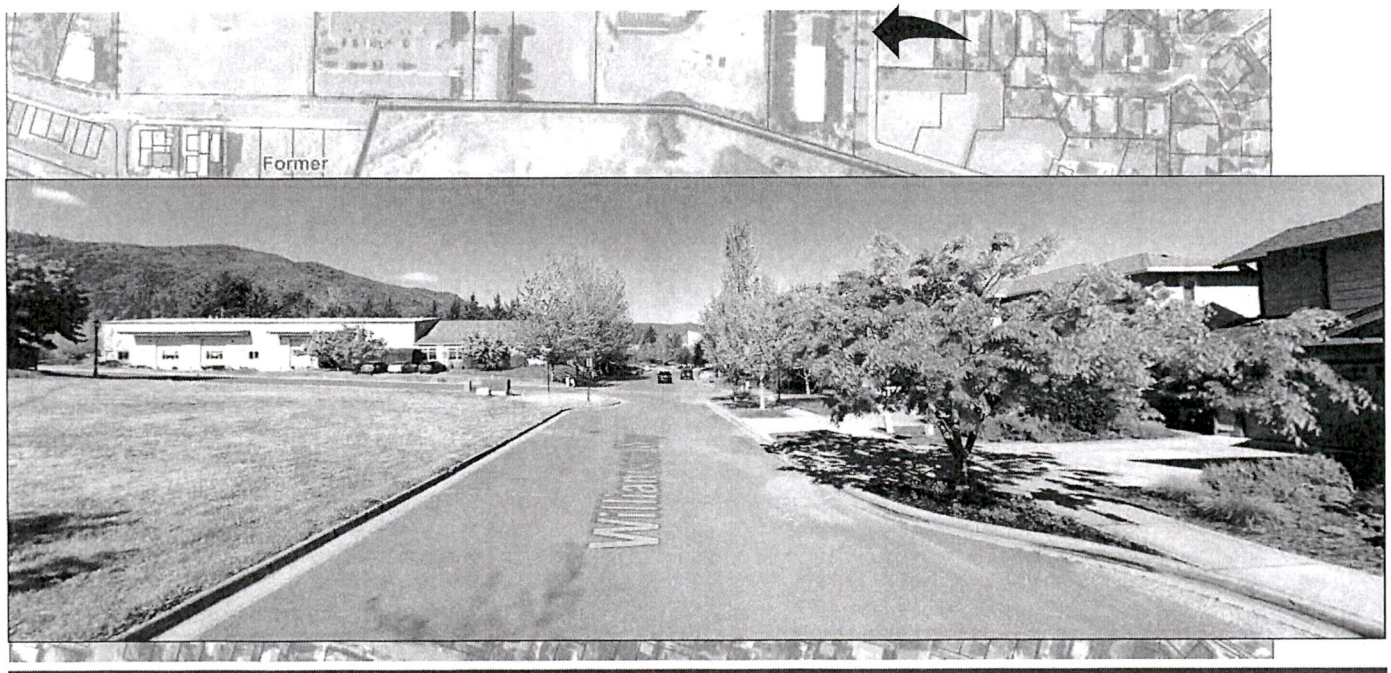
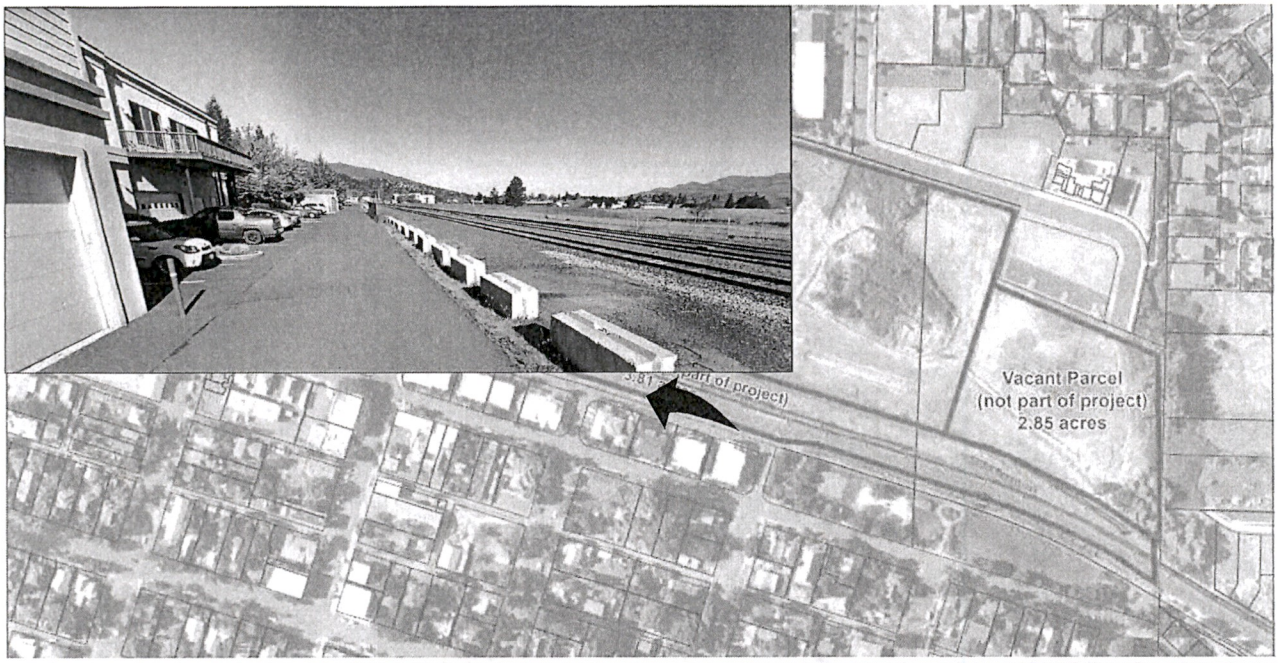
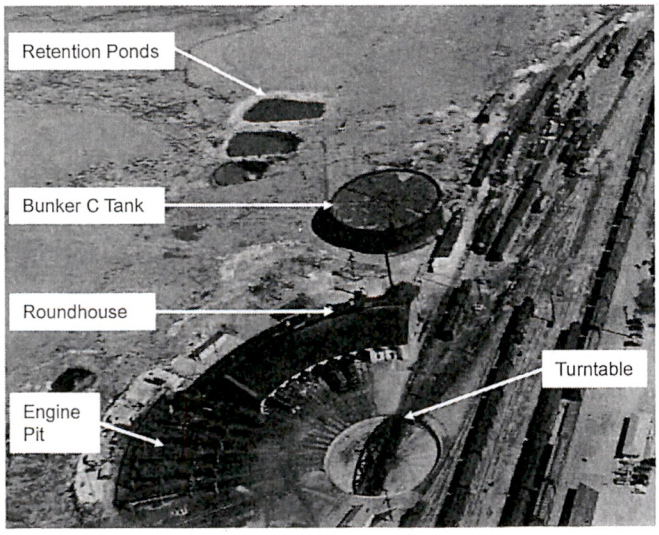


Photo North of A Street – Facing west-northwest



Site use



- 1887-1986 Locomotive fueling, maintenance, and railcar repair.
  - Petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs), metals
- 1980s Most buildings removed.
- Railroad is currently active but the rail yard is undeveloped and inactive.

DEQ Voluntary Cleanup Program

Releases

- Contaminants released and reported.
- Responsible party works under DEQ oversight.

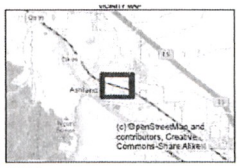
Exposure

- Extent of contamination is determined.
- Contaminants of concern are identified.
- Risks to human health and environment are evaluated.

Solutions

- Protective cleanup levels are determined.
- Cleanup plans are evaluated and selected.
- DEQ confirms when cleanup is complete.

Impacted areas



LEGEND

- Previous Identified Property Boundary
- Property Boundary
- Parcels

- Soil
  - Petroleum compounds from bunker C fuel and diesel
  - Lead and arsenic
  - PAHs
- Shallow groundwater
  - Petroleum compounds from bunker C fuel and diesel
  - arsenic

0 200 400
Feet
1 inch = 200 feet

Cleanup history

2001

Initial cleanup plan developed and Record of Decision.

2006

Initial cleanup plan not completed.

Community concern about excessive truck traffic.

2010-2013

Revised cleanup using railcars.

Not completed due to discrepancies in a property deed restriction.

2016-2018

Revised property deed restriction with City.

New federal cleanup standards set in 2018 and require less soil removal.

2018-present

New site data collected and evaluated.

Current revised cleanup plan is proposed.

Deed restriction modified.

2021 Supplemental Remedial Investigation/ Feasibility Study (RI/FS)

- Re-evaluated risks based on new site data, current toxicity values, and likely future exposure area settings.
- Defined areas where cleanup is required.
- Established objectives of the clean-up based on likely future use.
- Evaluated cleanup alternatives.
- Recommended a preferred cleanup alternative for the site.

Four cleanup plan options

Alternative 1 – No Action

- Required to consider by rule.
- No action to reduce contaminants.
- Not protective.

Alternative 2 - Excavation and Offsite Disposal of Shallow and Deep Soil

- Excavate and remove soil from entire 11.7 acres exceeding site-specific screening levels.
- Removal by rail car.
- No engineering controls.
- Deed restriction for single-family residential use.

Four cleanup plan options (cont'd)

Alternative 3 – Excavation and Offsite Disposal of Shallow Soil and institutional Controls

- Excavate and remove shallow soil from entire 11.7 acres exceeding site-specific screening levels.
- Deed restriction for site use.
- Deep impacted soil left on eastern 3 acres.
- Additional deed restrictions required on eastern 3 acres.

Alternative 4 – Excavation, Consolidation, Vegetated Soil Cap and Institutional Controls

- Shallow soil exceeding site-specific screening levels excavated from western 8.7 acres.
- Deed restriction for site use.
- Excavated soil placed in low areas on eastern 3 acres.
- Soil and vegetated cap on eastern 3 acres.
- Additional deed restrictions required on eastern 3 acres.

Evaluated 6 balancing factors

1) Effectiveness

- Alt. 2 – Shallow and deep soil removal - most effective at providing protection.
- However, all alternatives adequately manage risks.

2) Long-term reliability

- Alt. 2 is most reliable because less reliance on institutional controls.
- Alt. 4 – Excavation, consolidation, soil cap – relies more on engineering and institutional controls.
- However, these types of controls are common at former commercial sites.

3) Implementability

- Alt. 4 is easiest to implement.
- Requires less soil removal and no export off site.

DEQ

Evaluation of 6 balancing factors (cont'd)

4) Implementation Risks

- Alt. 2 and Alt. 3 (shallow soil excavation) have more short-term implementation risks than Alt. 4.
- Alt. 2 and Alt. 3 require construction of a new rail spur and transportation off site.
- Alt. 2 would require shoring for deep excavation.

5) Reasonableness of Cost

- Alt. 2 ~ $7,240,000
- Alt. 3 ~ $5,800,000
- Alt. 4 ~ $1,960,000

6) Sustainability/green remediation

- Alt. 4 would have the least amount of greenhouse gas emissions - reduced truck/locomotive exhaust and fuel burned
- No waste generated with Alt. 4.

DEQ

Cleanup considerations

Single-family residential development is not an option

- Current zoning is mixed commercial-residential.
- Surrounding development is all mixed commercial and high-density residential.
- City has indicated a preference for a mixed-use community.

Soil removal from eastern 3-acre area is not practical

- Large quantities of soil would need to be removed by truck or rail.
- High degree of uncertainty in soil volume and cost.
- Benefits of soil removal don't outweigh cost and implementation downsides.
- Protectiveness can be achieved by consolidation, capping and deed restrictions.

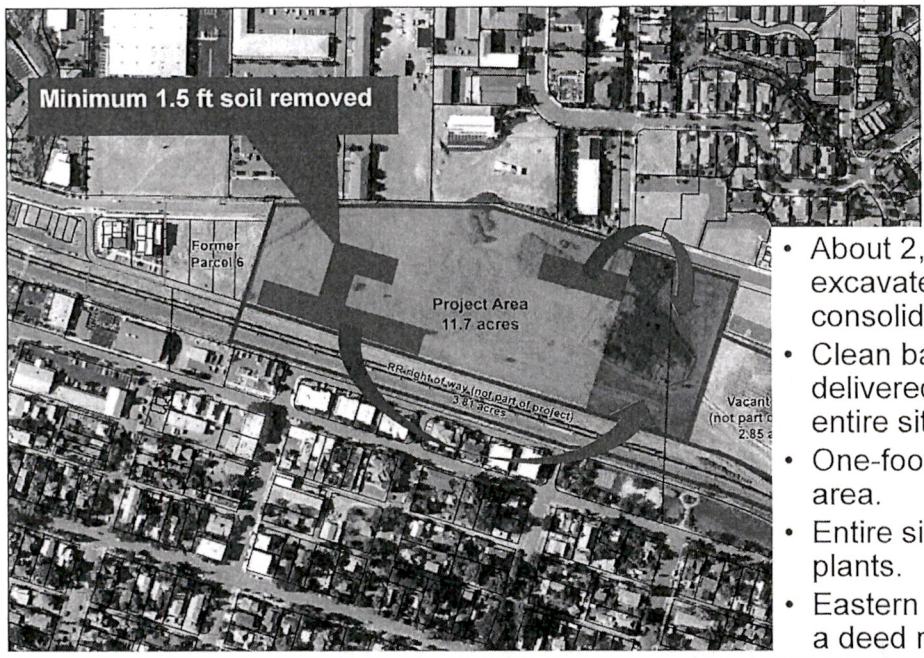
Most practical and focused cleanup scenario:

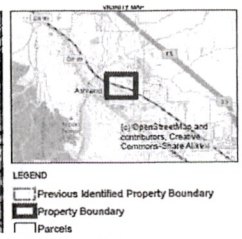
- Two separate exposure areas: **8.7 acres (west) and 3 acres (east).**
- Most likely future exposure scenario: **Urban residential.**
- Both areas cannot be subdivided or change use without DEQ approval.

DEQ review recommended alternative

- DEQ accepted the recommended Alternative 4 (excavation, consolidation and capping) and proposed cleanup plan in 2021.
- In 2022, DEQ prepared a recommendation for the current proposed cleanup plan in the Revised Recommended Remedial Action.
- Revised Recommended Remedial Action went out for public comment in October 2022.

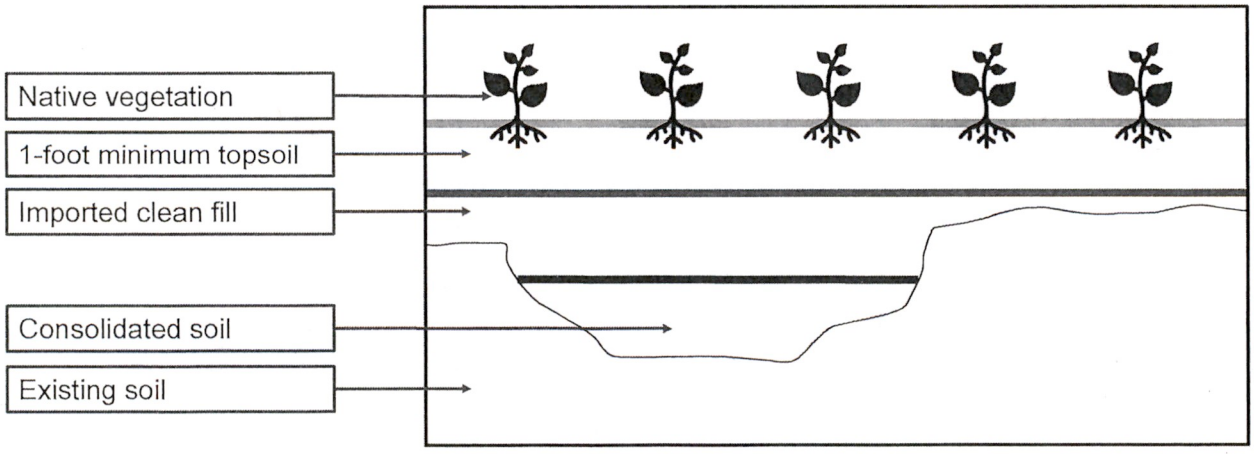
Cleanup plan





- About 2,700 cubic yards of soil excavated from western area and consolidated in eastern area.
- Clean backfill/topsoil for excavations delivered by side-dump railcars for entire site.
- One-foot clean soil cap on eastern area.
- Entire site hydroseeded with native plants.
- Eastern area will be fenced and have a deed restriction.

Conceptual vegetated soil cap



Institutional controls

For the entire 11.7 acres

- DEQ review and approve any request to subdivide or develop either the western 8.7-acres or the eastern 3-acres.
- Allow urban-residential/commercial site use.

For the capped 3 acres

- Site management plan for cap maintenance and guide future development.
- DEQ review and approve of proposed activities that would affect the cap.

Potential site use after cleanup

11.7 acres ready for urban-residential mixed use

- Living spaces may be on ground floor or higher.
- Commercial spaces may be on the ground floor.

More cleanup allowed if change in site use

- DEQ oversight if subdivided.
- More cleanup can happen if site use changes to single-family residential.

Examples of capped sites

Capped sites in Oregon

- Mill Casino in North Bend along Coos Bay;
- Portions of Riverfront City Park in Salem;
- Suburban park in Tigard;
- Bridgeport Village shopping center in Tigard; and
- A former lumber yard ready for re-development in Sweet Home.

Former UPRR sites with soil caps

- An abandoned right of way into a 74-mile-long bike trail for recreational use in northern Idaho;
- One property redeveloped with a manufacturing site, community visitor center and sheriff's office; and
- A soccer field complex.

Estimated timeline

Sept. – Oct. 2023
Public meeting to discuss proposed cleanup plan

Fall 2023
Sign Record of Decision

Winter 2023
Complete Remedial Action and Remedial Design Work Plan

Winter 2023-2024
Complete remedial design

Spring 2024
Solicit bids from contractors

Summer 2024
Commence cleanup activities

Fall 2024
Complete cleanup activities

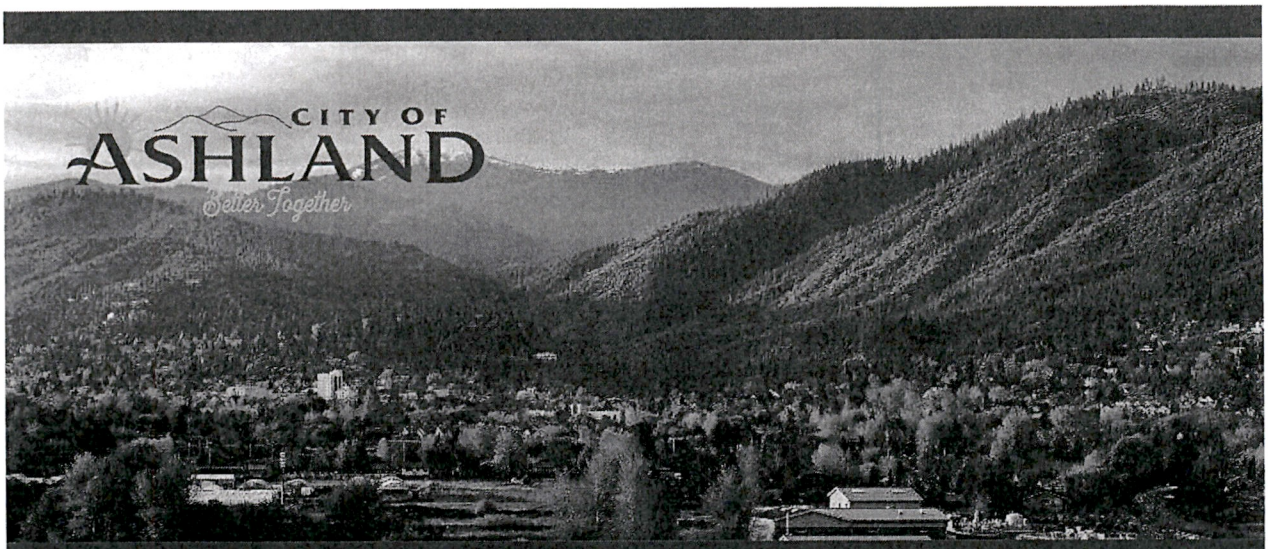
Questions

Visit the Ashland Railyard page for more information:

ordeq.org/AshlandRailYardInfo

Send questions or comments by 5 p.m. Oct. 31, 2023 to:

margaret.oscilia@deq.oregon.gov



Grand Terrace Remand

City Council
Limited Public Hearing
October 10, 2023

Grand Terrace Annexation (1511 Hwy 99N)

Annexation, Outline Plan Subdivision, Site Design Review & Exceptions to Street Standards

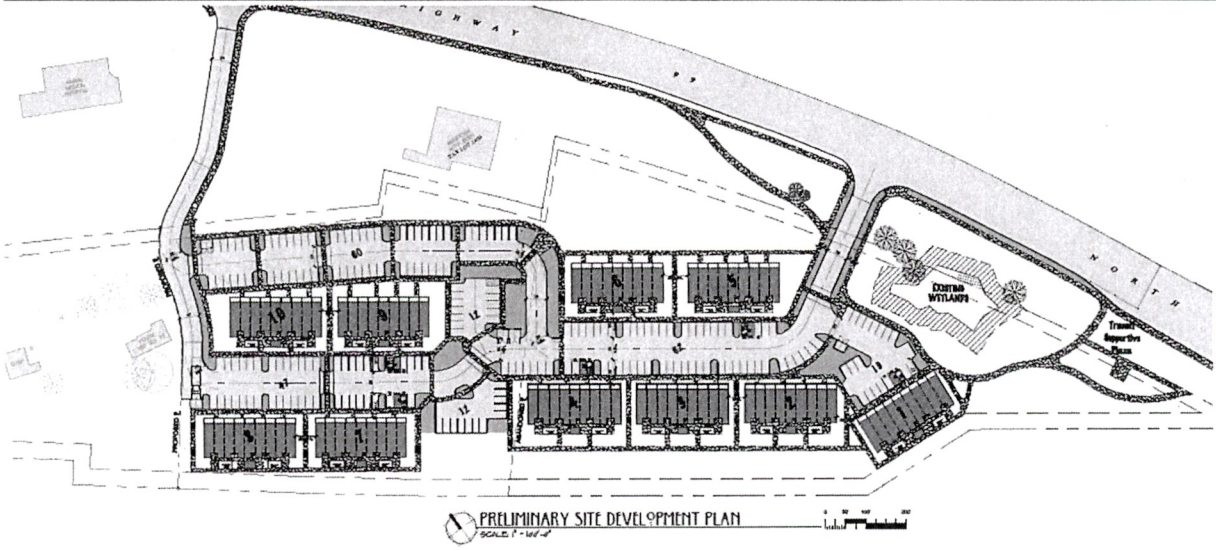
Remanded on Two Issues

On-Street Parking Exception & Affordable Unit Size Requirements

PA-T3-2019-00001 Annexation	LUBA Appeal 2021-009	PA-T3-2002-00004	LUBA Appeal 2023-007
Approved 12/20	*Reversed 5/21*	*Approved 12/22.*	*Remanded 5/23*

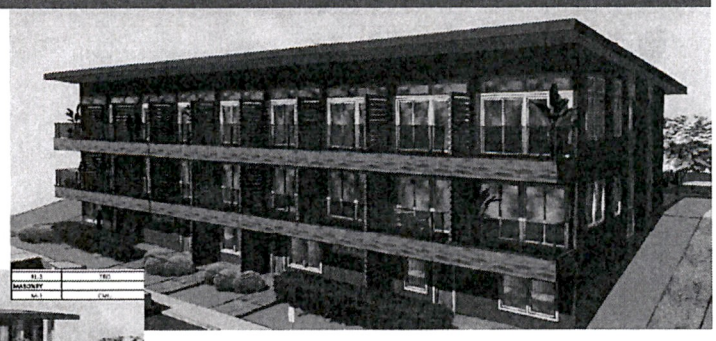
1511 Highway 99N
Site Design Review

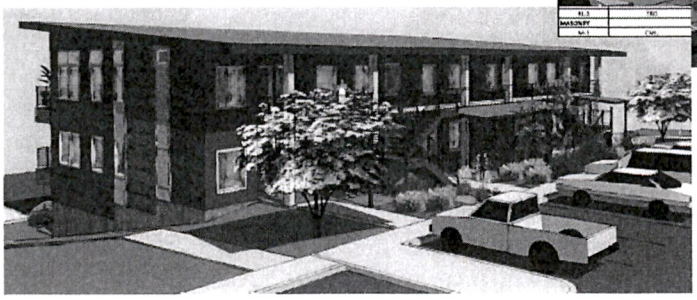
CITY OF ASHLAND



1511 Highway 99N
Site Design Review – Front/Rear Elevations

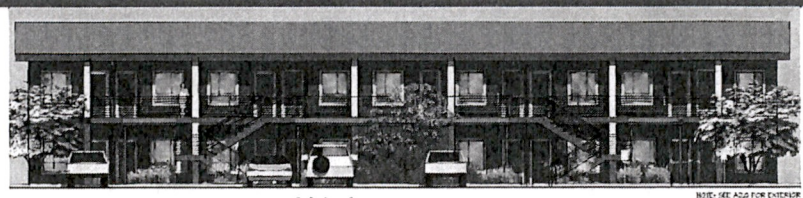
CITY OF ASHLAND



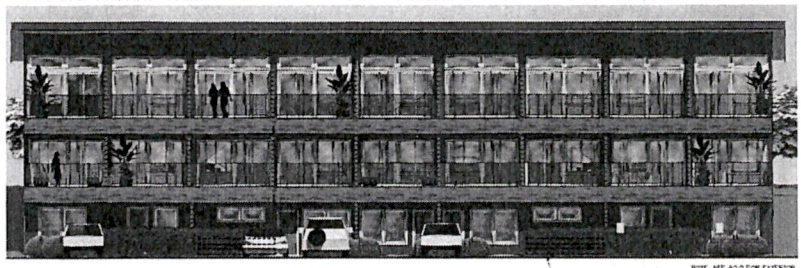


1511 Highway 99N
Site Design Review – Front/Rear Elevations

CITY OF ASHLAND



SOUTHWEST EXTERIOR ELEVATION

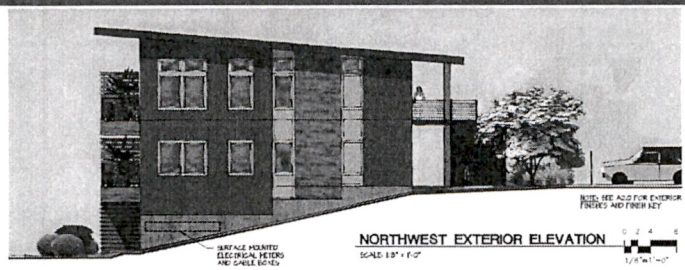


NORTHEAST EXTERIOR ELEVATION

HVAC COMPRESSOR BANKS CONCEALED BEHIND LANDSCAPING

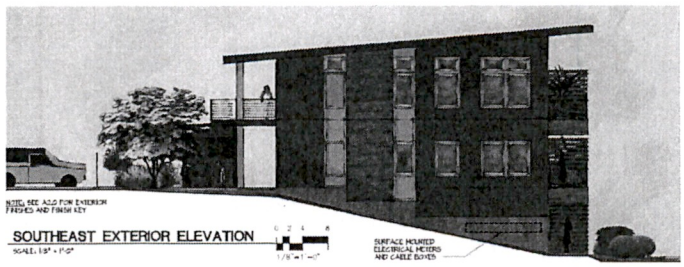
1511 Highway 99N
Site Design Review – Side Elevations

CITY OF ASHLAND



NORTHWEST EXTERIOR ELEVATION

SURFACE MOUNTED ELECTRICAL METERS AND CABLE BOXES



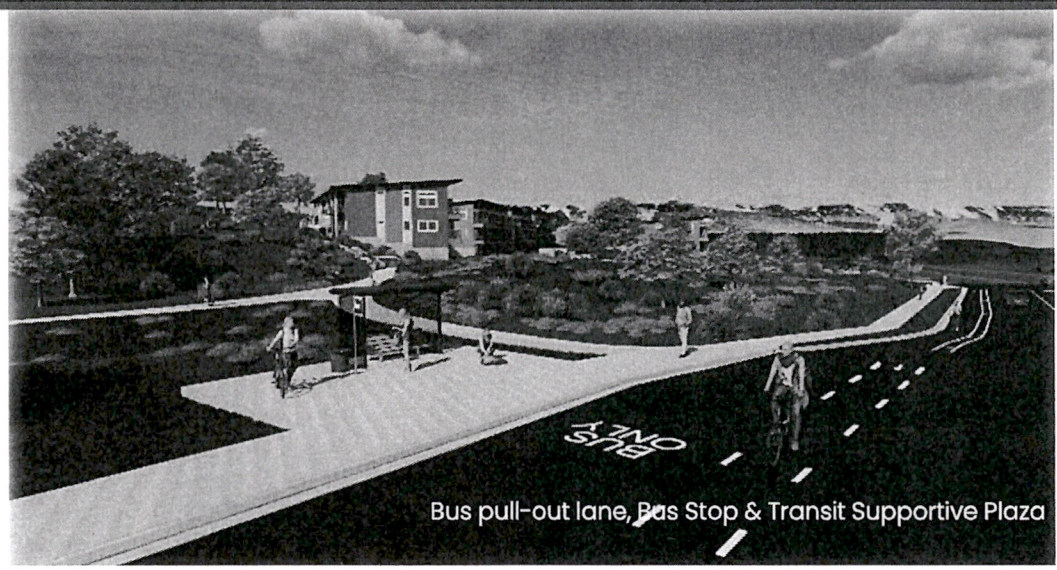
SOUTHEAST EXTERIOR ELEVATION

SURFACE MOUNTED ELECTRICAL METERS AND CABLE BOXES

1511 Highway 99N

CITY OF ASHLAND

Site Review – Transit Supportive Plaza



Bus pull-out lane, Bus Stop & Transit Supportive Plaza

1511 Highway 99N

CITY OF ASHLAND

Site Design Review – Southern Driveway

Grand Terrace Annexation

LUBA REMAND ISSUES

The city erred in approving an Exception to the on-street parking requirements in AMC 18.3.9.060

- ❑ Performance Standards require one on-street space/unit.
- ❑ Approval granted an Exception to this standard, where a Variance should have been required.

That the affordable unit sizes as approved do not comply with AMC 18.5.8.050.G.3

- ❑ Affordable studio-units are to be at least 350 square feet *(Studios proposed were 250 square feet.)*
- ❑ Affordable one-bedroom units are to be at least 500 square feet. *(One-bedrooms proposed were 499.5 square feet..)*

Better Together

REMAND ISSUE #1

On-Street Parking Exception

AMC 18.3.9.060 All development under this chapter shall conform to the following parking standards, which are in addition to the requirements of chapter 18.4.3, Parking, Access, and Circulation.

A. *On-Street Parking Required. At least one on-street parking space per dwelling unit shall be provided, in addition to the off-street parking requirements for all developments in an R-1 zone, with the exception of cottage housing developments, and for all developments in R-2 and R-3 zones that create or improve public streets.*

B. *On-Street Parking Standards. On-street parking spaces shall be immediately adjacent to the public right-of-way on publicly or association-owned land and be directly accessible from public right-of-way streets. On-street parking spaces shall be located within 200 feet of the dwelling that it is intended to serve. In addition, on-street public* parking may be provided pursuant to minimum criteria established under subsection 18.4.3.060.A.

Better Together

REMAND ISSUE #1

On-Street Parking Exception

- No Variance or Exception to the on-street requirement was requested as part of the application.
- Planning Commission determined that AMC 18.3.9.060 was applicable, that an Exception to the Street Design Standards was the appropriate procedure if on-street parking could not be provided, and that such an Exception was merited.
- New Climate-Friendly and Equitable Communities (CFEC) rules were adopted in July of 2022 by the Land Conservation and Development Commission (LCDC) in response to Executive Order #20-04 by Governor Kate Brown.
- These CFEC rules delineate how cities may regulate a variety of land use and transportation issues, including a number of changes to the ways cities may regulate parking, going forward.

Among the new CFEC rules:

REMAND ISSUE #1

On-Street Parking Exception

- After January 1, 2023, the Climate-Friendly & Equitable Communities rules prevent cities from enforcing existing *off-street* parking mandates within ½-mile of frequent transit.
- Cities may not require more than one parking space (on- or off-street) for multi-family residential units.
- **Cities may not require *parking* for units less than 750 square feet or for affordable units.**
- Cities are to implement the new CFEC parking rules for development applications submitted after December 31, 2022.
- Cities may modify ordinances or implement directly from the new rules. Pending ordinance modifications, Ashland is implementing directly from the new rules.

REMAND ISSUE #1

On-Street Parking Exception

- Grand Terrace application submitted July 8, 2022 but remains in process now, 15 months after submittal and ten months after new rules are in place.
- LUBA remand for further review now, before City decision is final, is occurring after the new regulations were implemented.
- Final Plan approval, the second step in the two-step development application process, is still required before site development occurs. At Final Plan, the applicant could apply to modify the approval by removing all parking, and under the CFEC rules there would be no basis by which the city could require parking.

REMAND ISSUE #1

On-Street Parking Exception

- ORS 197.307(4) requires local governments to adopt & apply only clear and objective standards, conditions *and procedures* in regulating housing, particularly **needed housing**.
- Planning Commission found that the parking rules having changed so that the applicant was subject to parking requirements for one part of a two-part application and no parking requirements for the second-part of the application process for the same needed housing project was not a clear and objective procedure.
- Similarly, the Planning Commission found that a city-imposed on-street parking requirement to install parking on a state facility *(which is outside the city's control)* where the state does not allow on-street parking creates a direct conflict that the applicant could not resolve without unreasonable cost or delay, and as such the on-street parking requirement should not be applied here.

REMAND ISSUE #2

Affordable Unit Size Requirements

- Original application identified each of the 10 identical buildings proposed as containing 20 one-bedroom units of 499.5 square feet each, and three studio units of 250 square feet each.
- Two of these ten buildings were to be relied on in meeting the affordability requirement that a total of 38 deed restricted affordable units be provided (assuming that the applicant either builds the units themselves or does so in cooperation with a non-profit affordable housing provider partner).
- AMC 18.5.8.050.G.3 requires that the minimum square footage for affordable one-bedroom units be 500 square feet, and that the minimum square footage for affordable studios be 350 square feet.

REMAND ISSUE #2

Affordable Unit Size Requirements

- The adopted conditions relating to affordability are:

  Condition #7e. *[That prior to final approval and annexation of the property, the applicant shall provide:]* A deed restriction agreement that development of the property **shall comply with the affordability requirements for annexations in AMC 18.5.8.050.G** including that where the required number of affordable units is fractional it shall be rounded up, and that should the applicant opt to dedicate land area to an affordable housing provider, it will require that the dedication comply with the requirements of AMC 18.5.8.050.G.2 and dedicate sufficient land area to accommodate 47 ownership units affordable at 100 percent AMI.

  Condition #10g. If the applicant opts to dedicate land area to a non-profit affordable housing developer, dedication shall occur in a manner consistent with AMC 18.5.8.050.G.2 and recording of deed restrictions guaranteed affordability described herein shall occur in conjunction with plat signature and recording.

REMAND ISSUE #2

Affordable Unit Size Requirements

The City's approval was remanded by LUBA on the basis "**That the affordable unit sizes as approved do not comply with AMC 18.5.8.050.G.3 which requires that affordable studios be a minimum of 350 square feet and that affordable one-bedroom units be a minimum of 500 square feet.**" In response to this issue, the applicant has provided a revised floor plan demonstrating how the one-bedroom units could be modified by reducing their recessed entry depth by 3-inches in order to achieve the required 500 square feet per affordable one-bedroom unit.

- **AS PROPOSED:** 12.5 x 42 = 525 square feet less 25.98 square feet for recessed entry = 499.02 square feet.
- **AS MODIFIED:** 12.5 x 42 = 525 square feet less 24.8975 feet for recessed entry = 500.1025 square feet.

In addition, the applicant notes that affordable basement level studios could be modified to be 499.5 square feet to significantly exceed the required 350 square feet per affordable studio unit requirement.

REMAND ISSUE #2

Affordable Unit Size Requirements

- Staff note that the affordability requirement for this project calls for 38 affordable units to be provided. Each building proposed has 20 one-bedroom units and 3 studios (i.e. 23 units).
- Assuming that two buildings will be developed by an affordable housing provider partner or the applicant themselves, the 38 required affordable units could be accommodated entirely with one-bedroom units, leaving one one-bedroom unit and three studios in each of the two buildings to be rented at market rate or provided as voluntarily affordable *(i.e. not deed-restricted and not subject to the square footage requirements of AMC 18.5.8.050.G.3.).*
- Staff believe that the second remand issue can be fully addressed by increasing the size of the one-bedroom units by a *de minimis* amount to comply with AMC 18.5.8.050.G.3 and making clear that as configured in the original proposal the studio units need not be considered among the required affordable units. If this approach is satisfactory to the Council, the Planning Commission has recommended that Condition #7e be slightly modified as follows:

REMAND ISSUE #2

Affordable Unit Size Requirements

Modified Condition #7e. *[That prior to final approval and annexation of the property, the applicant shall provide:]* A deed restriction agreement that development of the property shall comply with the affordability requirements for annexations in AMC 18.5.8.050.G including that**: 1)** where the required number of affordable units is fractional it shall be rounded up, **2) ~~and~~** that should the applicant opt to dedicate land area to an affordable housing provider, it will require that the dedication comply with the requirements of AMC 18.5.8.050.G.2 and dedicate sufficient land area to accommodate 47 ownership units affordable at 100 percent AMI**, and 3) that each of the required affordable units comply with the minimum affordable units size requirements of AMC 18.5.8.050.G.3, with one bedroom affordable units being a minimum of 500 square feet, and affordable studio units being a minimum of 350 square feet.**

If the Council accepts the approaches outlined above for both of the remand issues, the Planning Commission's findings could be adopted as draft findings and bring them back to the September meeting for adoption.

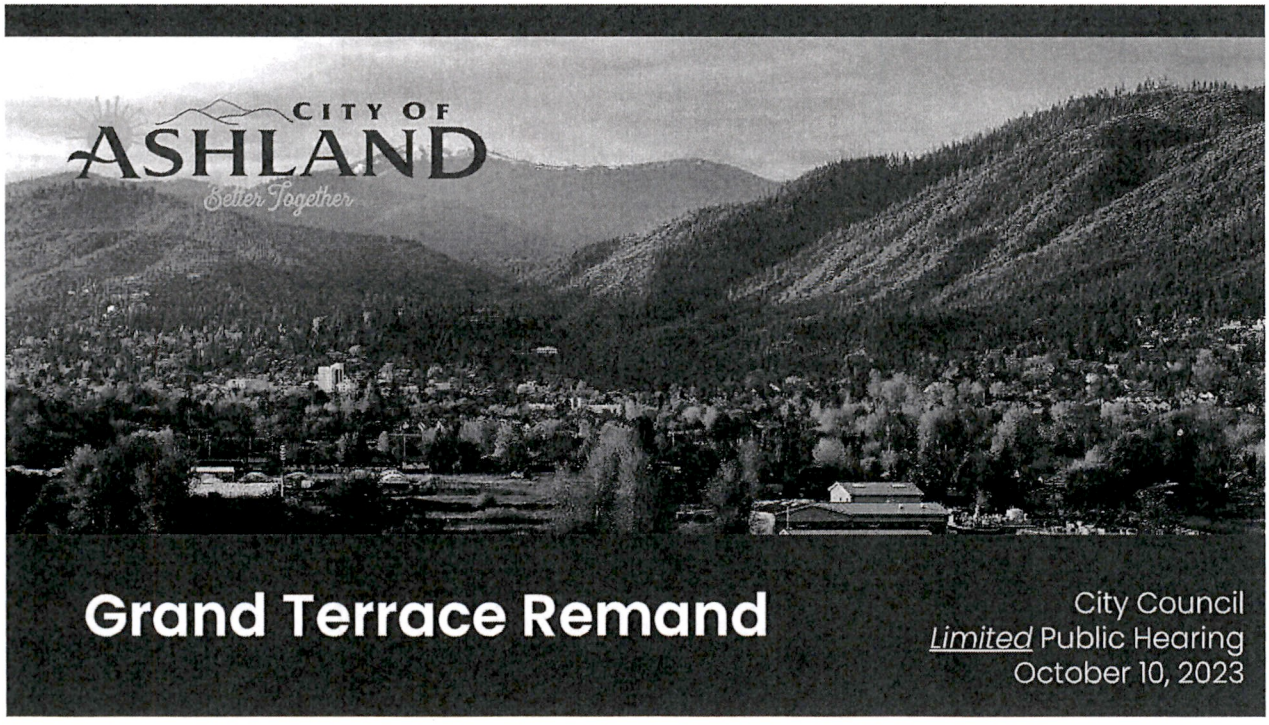
Better Together

One last note:

The applicant has asked that Council not consider any potential fee waiver at this time, and as such Councilors can disregard that request.

Better Together

ANY QUESTIONS?



Grand Terrace Remand

City Council
Limited Public Hearing
October 10, 2023

ROGUE ADVOCATES

Advocating for a livable and sustainable
Rogue Valley through responsible land use

October 3, 2023

Ashland City Council

Filed via email: council@ashland.or.us, derek.severson@ashland.or.us

RE: Land Use Board of Appeals (LUBA) Remand of PA-T3-2022-00004, 1511 Highway 99 North "Grand Terrace" Annexation Approval

Dear Ashland City Council,

Rogue Advocates is a land use advocacy organization with members in Ashland. We are supportive of Ashland's goal of increasing the availability of affordable housing as well as Ashland's longstanding efforts to accomplish their housing goals while emphasizing reduced dependency on the automobile and while improving conditions for walking, cycling and transit.

Rogue Advocates, as the petitioner in the appeal of Ashland's approval of Grand Terrace, submits the below comments for your consideration during these remand proceedings. The below comments are intended to supplement earlier comments made before the Planning Commission.

I. First Assignment of Error, Second Subassignment - AMC 18.3.9.060.A

Under petitioner's assignment of error here, LUBA found that:

> *The city does not dispute that the city council erred in approving an exception to the requirement for on-street parking in AMC 18.3.9.060(A). Instead, in the respondent's*

BOARD MEMBERS

Jamie Talarico Jimmy MacLeod Steve Rouse Hugo Hamblin-Agosto Pepper Trail Robin Elliott

RogueAdvocates.org * 541-846-1083 * PO Box 624 Ashland, OR 97520

> *brief the city argues that "under Oregon's Equitable Communities and Climate Friendly Act of 2023, as of January 1, 2023, cities within Oregon's [eight] Metropolitan Planning Organizations (MPOs), including the City of Ashland, can no longer require more tha[n] one parking space per multi-family unit."*

LUBA goes on to conclude that:

> *Because the challenged decision was made in December 2022, we agree with petitioner the legislation does not apply to Casita's application. The city may or may not be correct that the legislation prevents it from requiring more than one parking space per multi-family unit and that, on remand, it will be unable to apply the requirement for on-street parking in AMC 18.3.9.060(A). However, the city does not develop that argument sufficiently for our review in the respondent's brief. We will therefore not conclude that the issue of whether the city council improperly construed AMC 18.3.9.060(A) is moot.*

On remand, the city must show how the Climate-Friendly and Equitable Communities (CFEC) legislation prevents it from requiring more than one parking space per multi-family unit as per AMC 18.3.9.060.A.

The city states that OAR 660-012-0012(5)(e) requires cities and counties to *"implement the requirements of OAR 660-012-0430 and 660-012-0440 when reviewing development applications submitted after December 31, 2022."* The city then describes the Final Plan review process under the city's Performance Standards Option, asserting that (the December, 2022 Grand Terrace approval) *"remains in process... after these new CFEC rules have taken effect."* The city further asserts that *"prior to the physical development of the site, another development application for Final Plan approval will be required at which time the applicant will not be subject to (AMC 18.3.9.060.A) parking requirements"* and that *"the Planning Commission and Council have the discretion to assess the current request based on the new CFEC rules."*

We believe that the city's above claims are without merit. Firstly, the Grand Terrace annexation is not "in process." Final approval of the application occurred on December 20, 2022. The CFEC rules are applicable to applications submitted after December 31, 2022, not applications that have been approved before that date. Oregon law requires that "*approval or denial of the application shall be based upon the standards and criteria that were applicable at the time the application was first submitted.*" [ORS 227.178(3)(a)] The plain language of the CFEC legislation [OAR 660-012-0012(5)(e)] renders the CFEC rules inapplicable to the city's December, 2022 approval.

Secondly, AMC 18.3.9.060.A is not rendered "moot" through the Final Plan approval process, which serves only to verify "substantial conformance with the outline plan." [AMC 18.3.9.040.B.5] There is nothing within the final plan approval criteria that requires a reevaluation of Outline Plan criteria under AMC 18.3.9.060.

The city has failed to show how AMC 18.3.9.060.A is rendered "moot" by legislation that went into effect after the city's approval (as instructed through LUBA's remand) and the city's approval of an exception to the parking standards under AMC 18.3.9.060.A was therefore unlawful.

II. Fourth Assignment of Error, Second Subassignment - AMC 18.5.8.050.G.3

In response to Rogue Advocates argument under this assignment of error, the city argued the following in their response brief:

> *Petitioner argues Applicant failed to meet the minimum square footage required for affordable housing units, as established by the table provided in Respondent's AMC 18.5.8.050.G.3 (500 square feet for one bedroom units; and 350 square feet for studio units).*

> *At the time Applicant submits its Final Plan application for review and approval by Respondent, Applicant will be required to comply with the 500 sq. ft. minimum floor area for one-bedroom units, and the 350 sq. ft. minimum floor area for studio units. In adopting its findings for Planning Action PA-T-3-2022-00004, the Council approved Applicant's initial Outline Plan. Applicant's Final Plan application submitted to Respondent will be required to meet the conditions of approval included in the final decision of Respondent's Council with respect to the minimum square footage required by Respondent's code.*
>
> *Applicant's Final Plan submittal will be required to demonstrate that the affordable housing units meet the units sizes required by 18.5.6.050.G* (sic). *The 499 square foot units proposed in the Application can readily be enlarged to 500 square feet within the proposed building floor areas, and Respondent anticipates Applicant can easily make the required adjustments which, like other relevant conditions will be required to comply with City's code at the time of Final Plan approval.*

The city's above argument was reiterated at oral argument before LUBA; i.e.:

> *"The Final Plan application must comply with the minimum square footage requirements established by the Respondent's AMC 18.5.8.050.G."*

The city's above position with respect to Final Plan approval served as the basis for remand under this assignment of error. LUBA's remand gave the city an opportunity to identify a provision (or a condition of approval) that requires Applicant to demonstrate compliance with AMC 18.5.8.050.G.3 at the Final Plan approval stage. The identification of such a provision is necessary under remand because, as stated by LUBA: "We are aware of none."

The city has identified no such provision or condition of approval. Rather, the city now seeks to impermissibly alter their final approval by approving a different application.

OAR 661-010-0071 requires reversal of a decision that violates a provision of applicable law. The city's December, 2022 final decision - the subject of these remand proceedings - violated AMC 18.5.8.050.G.3 because the Applicant's Outline Plan did not comply with the minimum square footage requirements therein. And, contrary to the city's arguments before LUBA, there are no provisions - within Final Plan approval criteria or otherwise - that force such compliance.

Respectfully submitted,

Craig Anderson
Member, Rogue Advocates

575 Elizabeth Ave.
Ashland, OR 97520
craig.ashland@gmail.com

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 10/3/23
Name Kelly Marcotte
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) Telecomm Ordinance

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

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Tonight's Meeting Date 10/3/23
Name PAUL MOZINA
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) ROW Ordinance

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date Oct 3

Name Jessie Neiselwander

[redacted]

Phone_____ Email_____

Regular Meeting

Agenda topic/item number_____ OR

Topic for public forum (non agenda item) Dusk to Dawn Site

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date OCT 3

Name BARRY THALDEN

[redacted]

Regular Meeting

Agenda topic/item number VI OR DEQ Railyard

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge:_____

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Council Business Meeting

October 17, 2023

Agenda Item	DEQ Presentation on Railyard Cleanup Plan	
From	Brandon Goldman Derek Severson	Community Development Director Planning Manager
Contact	Brandon.goldman@ashland.or.us Derek.Severson@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☒	

SUMMARY

The City of Ashland is required to update its Parking Ordinance by December 31, 2024, in compliance with state mandates stemming from the Climate-Friendly and Equitable Communities (CFEC) rules adopted by the Land Conservation and Development Commission in July 2022. These State rules, which took effect on January 1, 2023, significantly change how parking can be regulated, eliminating mandates for off-street parking near frequent transit and for specific types of housing and facilities.

POLICIES, PLANS & GOALS SUPPORTED

The proposed elimination of minimum parking requirements in the City of Ashland aligns with several policies and goals that the city may aim to achieve:

- **Compliance with State Mandates**: The proposed changes are necessary to comply with state mandates, such as the Climate-Friendly and Equitable Communities rules. Ensuring compliance with state regulations is a fundamental policy goal.
- **Sustainability and Environmental Goals:** By eliminating parking mandates, the city can encourage alternative transportation options, such as walking, cycling, and public transit. This reduction in car usage can contribute to lower greenhouse gas emissions and align with sustainability and climate action goals. The retention of Bike Parking requirements further promotes use of alternative transportation.
- **Urban Density and Walkability:** Eliminating parking mandates can promote urban density and walkability by reducing the emphasis on car-centric planning. This supports goals related to creating more walkable and vibrant urban areas.
- **Economic Development:** Eliminating parking mandates can reduce development costs and regulatory burdens, which may attract businesses and developers, potentially spurring economic development and job growth in the city.
- **Housing affordability:** By eliminating minimum parking requirements for residential units, the city can reduce housing development costs, enabling more affordable housing options and higher-density housing, aligning with affordability goals.
- **Accessibility and Inclusion:** Focusing on accessible parking provisions for individuals with disabilities, even when there is no parking minimum requirement, demonstrates the city's commitment to accessibility and inclusion. This aligns with goals related to creating an inclusive and accessible environment for all residents.

Better Together

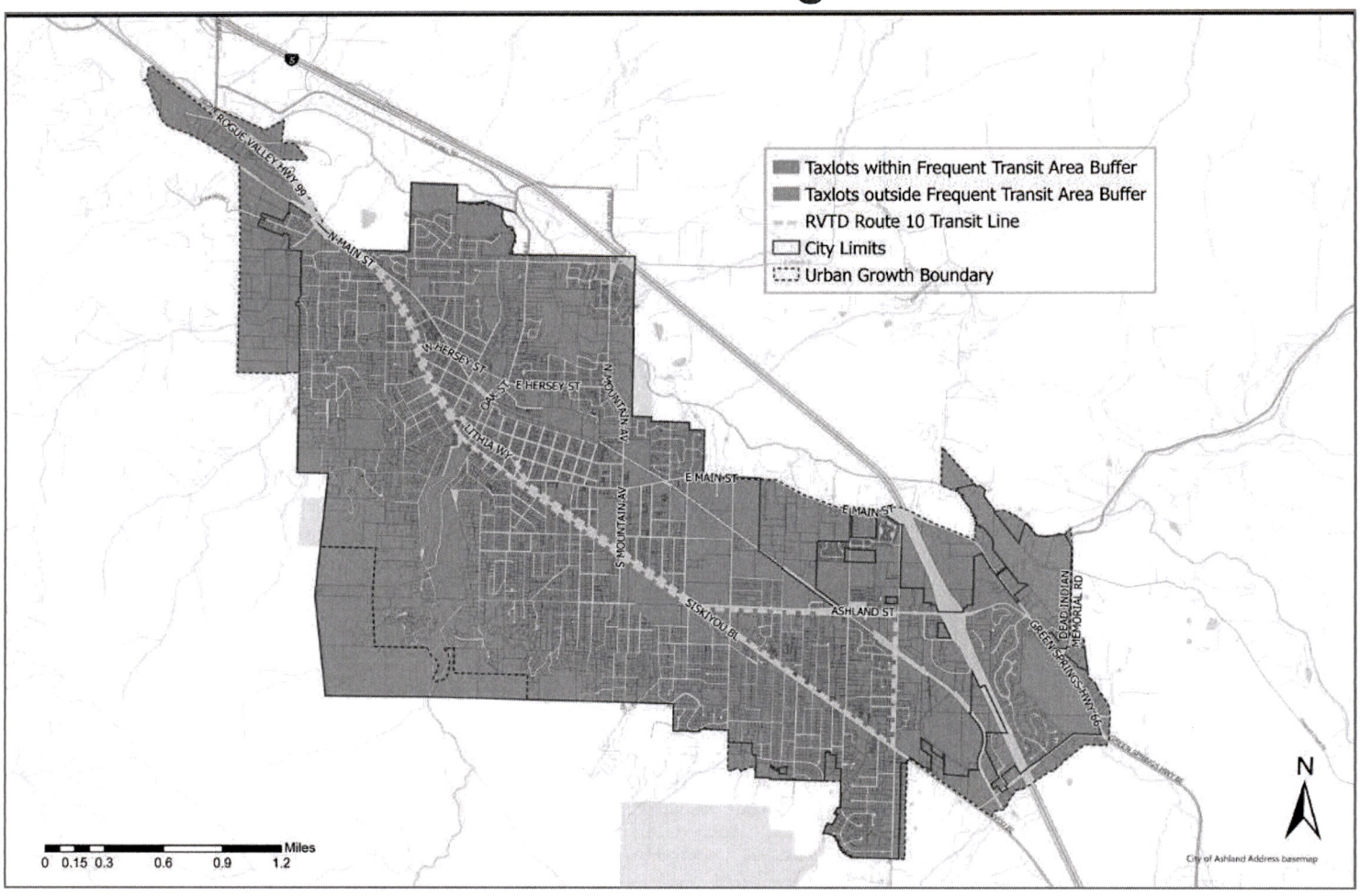
In summary, the proposed elimination of minimum parking requirements in the City of Ashland supports a range of policies and goals, including sustainability, affordability, accessibility, urban planning, economic development, and compliance with state regulations. It reflects a shift toward more sustainable and inclusive urban development practices.

BACKGROUND AND ADDITIONAL INFORMATION

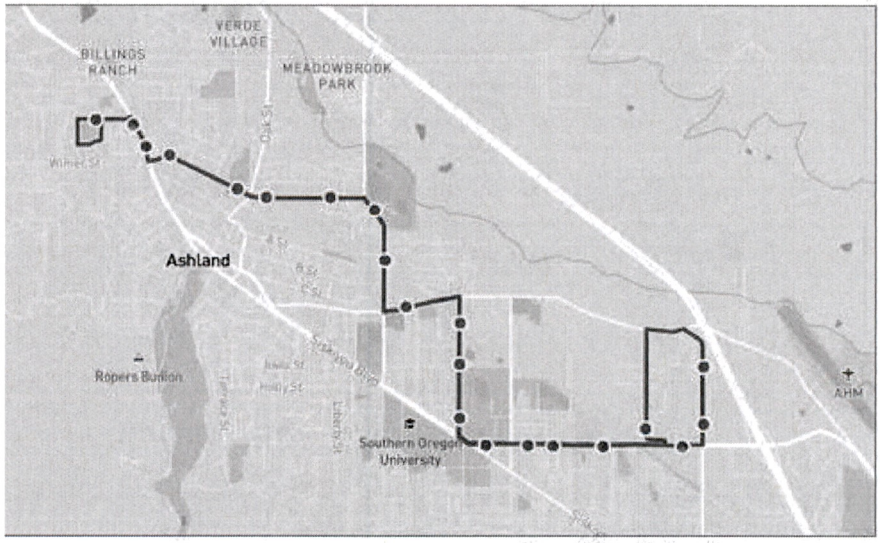
The Climate-Friendly and Equitable Communities (CFEC) rules, initially adopted by the Land Conservation and Development Commission (LCDC) in July of 2022, included substantial changes to the ways that cities can regulate parking. With the first tier of these new rules, which took effect January 1st, cities are no longer allowed to mandate off-street parking within ½-mile of frequent transit. In addition, cities can no longer mandate parking (on- or off-street) for small units (<750 s.f.), affordable housing, single room occupancy housing, shelters, childcare facilities, or facilities for people with disabilities. Additionally, cities can no longer require more than one parking space per dwelling unit for residential developments with more than one dwelling unit. Assuming there would not be time between these new rules being adopted and taking effect on January 1, 2023, cities were directed to implement these new requirements directly from the rules *(i.e. to ignore locally-adopted regulations which can no longer be applied under the new state rules)*.

The map on the following page illustrates the areas within ½-mile of frequent transit in Ashland in green where parking mandates were no longer allowed as of January 1, 2023. The yellow line is the Rogue Valley Transportation District's Route 10 which follows North Main/East Main to Siskiyou Boulevard to Ashland Street to Tolman Creek Road and back to Siskiyou Boulevard. Route 10s stops at Ashland locations at roughly 20-minute intervals between 5:30am and 8:30pm (Ashland Plaza stop).

Under this first tier of CFEC parking rules, 79.4 percent of tax lots within the city's Urban Growth Boundary (UGB) and 69 percent of the land within the UGB are no longer subject to parking mandates. Much of the remaining land outside the ½-mile buffer is constrained from further development by existing development including the airport and golf course and by hillside lands, water resource protection zones and floodplain corridors.



Additionally RVTD recently established a new route within Ashland, Route 17 – Ashland Circulator – which expands the area served by transit. This route presently has hourly service running between 9:00am and 4:00pm.



RVTD Route 17 Ashland Circulator

A second tier of new rules requires that cities either eliminate all minimum parking requirements citywide ("**Option 1**") or select from a menu of additional requirements. This second tier of new rules was to have taken effect on June 30, 2023, however Ashland requested and received an extension from the state. As extended, Ashland must select one of the three options in the chart below and adopt the necessary code amendments by December 31, 2023.

Parking Mandate Reform
Effective date June 30, 2023 per OAR 660-012-0012(4)(f)

<table>
<tr><th>Option 1
OAR 660-012-0420</th><th colspan="2">Options 2 and 3
OAR 660-012-0425 through 0450</th></tr>
<tr><td rowspan="6">Repeal all parking mandates within the jurisdiction</td><td colspan="2">Reduce parking burdens – adopt eight land use regulations related to reduced mandates based on factors such as shared parking, solar panels, parking space accessibility, on-street parking; unbundling of parking from rent for multifamily units near transit (OAR 660-012-0425)</td></tr>
<tr><td colspan="2">Cities with populations 100,000+ adopt on-street parking prices equivalent to at least 50¢/day per spot for 5%/10% of total on-street parking supply by September 30, 2023/2025 (OAR 660-012-0450; effective dates per OAR 660-012-0012(4)(g))</td></tr>
<tr><td colspan="2">Parking Reform Approaches
Choose ONE of the following (option 2 -or- option 3)

Policies to take effect no later than June 30, 2023
(effective date per OAR 660-012-0012(4)(f))</td></tr>
<tr><td>Option 2
OAR 660-012-0445(1)(a) -
Adopt at least 3 of 5 policies below</td><td>Option 3
OAR 660-012-0445(1)(b) - Adopt regulations minimizing or exempting required parking for 15 development types (summarized below)</td></tr>
<tr><td rowspan="2">no additional action needed</td><td>1. Unbundle parking for residential units
2. Unbundle leased commercial parking
3. Flexible commute benefit for businesses with more than 50 employees
4. Tax on parking lot revenue
5. No more than ½ space/unit mandated for multifamily development</td><td>No mandates for a variety of specific uses, small sites, vacant buildings, studio/one bedrooms, historic properties, LEED or Oregon Reach Code developments, etc.

No additional parking for redevelopments/additions.

Adopt parking maximums.

No parking mandates within ½ mile walking distance of Climate-Friendly Areas.

Designate district to manage on-street residential parking.</td></tr>
</table>

Option 1 eliminates all parking mandates citywide. This is by far the simplest option and requires no additional action on the part of the city after the initial code amendments. Several other cities have already selected Option 1 including Portland, Salem, Corvallis, Tigard, Bend, Albany and Central Point. Option 1 does not eliminate parking; it simply allows the number of parking spaces associated with any

development to be market-driven rather than a mandate imposed and enforced by the city. Although under this option the City cannot mandate minimum parking requirements, a city can maintain or establish parking design standards, and limits on the maximum number of parking spaces permitted, when parking is voluntarily provided.

Option 2 requires that, if the city opts to retain parking mandates in the roughly 30 percent of the city that is more than ½-mile from frequent transit, parking mandates be further reduced by adopting new land use regulations based on factors such as shared parking, solar panels, parking space accessibility and on street parking; that parking be unbundled from rent for multi-family units near transit; and that 3 of the 5 policies below be adopted as well:

1. Unbundle parking for all residential units.
2. Unbundle leased commercial parking.
3. Provide a flexible commute benefit for businesses with more than 50 employees.
4. Impose a tax on parking lot revenues.
5. Mandate no more than ½-space/unit for multi-family development.

As with Option 2, **Option 3** requires that, if the city opts to retain parking mandates in the roughly 30 percent of the city that is more than ½-mile from frequent transit, those mandates must be further reduced by adopting new land use regulations based on factors such as shared parking, solar panels, parking space accessibility and on street parking; that parking be unbundled from rent for multi-family units near transit; and that regulations be adopted to minimize or exempt parking requirements for 15 development types including no mandates for a variety of specific uses, small sites, vacant buildings, studio/one bedrooms, historic properties, LEED or Oregon Reach Code developments, etc.; no additional parking for redevelopments/additions; no parking mandates within ½-mile walking distance of Climate-Friendly Areas (CFAs); adopting parking maximums and designating a district to manage on-street residential parking.

The Land Conservation and Development Commission (LCDC) initiated the rulemaking process for the Climate-Friendly and Equitable Communities (CFEC) program on April 20, 2023, and initially adopted rules in July 2023. Since then, LCDC has been actively working on making corrections, providing clarifications, and amending these rules. The latest amendments are expected to be adopted during the November 2-3, 2023 commission meeting. It's essential to understand that the CFEC rules mandated by the state, which include guidance on parking, notably bicycle parking requirements, could undergo further changes as part of this ongoing rulemaking process. However, due to the state deadline for local implementation by December 31, 2023, the City is compelled to proceed with its local adoption process, including the necessary public hearings and the first and second readings of an ordinance as required by state laws. The draft ordinance currently incorporates LCDC's guidance, but it remains subject to potential amendments if the final rule changes necessitate adjustments.

FISCAL IMPACTS

There are no direct fiscal impacts for the City resulting from the adoption of the proposed land use amendments to the parking standards.

Although not a direct impact of the legislation under consideration, eliminating parking mandates has the potential to positively impact a city's finances by fostering growth, increasing tax revenue, and reducing certain infrastructure costs.

STAFF RECOMMENDATION

Considering the relatively confined area where parking mandates might be retained, along with the presence of constraints such as existing development, the airport, the golf course, hillsides, floodplains, and water resource lands that limit further development, Option 1 emerges as the most efficient and comprehensible choice for both city administration and the public. Therefore, Staff recommends that the Planning Commission and Council select Option #1 and instruct staff to make the necessary changes to the land use ordinance. We also suggest retaining existing parking maximums and applying current requirements, including space dimensions, circulation, parking lot landscaping, and screening, when parking is voluntarily provided. Additionally, bicycle parking requirements will need to be updated to align with the Climate-Friendly and Equitable Communities (CFEC) rules. Since parking regulations are interconnected with various sections of the Ashland Municipal Code (AMC), even the simplest option presented will necessitate modifications across multiple AMC chapters.

COMMISSION RECOMMENDATIONS

The Planning Commission conducted a review of the initial draft ordinance changes during a study session held on September 12th, 2023. While they have not yet completed their formal recommendation to the City Council, during the session, the Commission expressed a keen interest in proceeding with Option #1. Additionally, they discussed removing references in the draft code to the Climate Friendly and Equitable Communities Act; the exploration of options that would allow applicants to exceed the maximum allowable parking under specific conditions, as well as the importance of ensuring accessible parking provisions for individuals with disabilities in commercial developments, even in cases where there is no parking minimum requirement. These critical considerations have been incorporated into the draft presented for discussion during tonight's City Council meeting.

The Transportation Advisory Committee is scheduled discuss the Climate Friendly and Equitable Communities rulemaking on October 19, 2023.

The Climate Policy committee is scheduled to discuss the Climate Friendly and Equitable Communities rulemaking on October 11, 2023.

The Planning Commission is scheduled hold a public hearing to review the proposed parking ordinance amendments on November 14, 2023.

Recommendations from the Planning Commission following their public hearing will be presented to the City Council on December 5th, 2023 when the Council is scheduled to hold a public hearing and first reading of the ordinance.

DISCUSSION QUESTIONS

City Council members are encouraged to provide questions, comments, and direction to staff concerning the proposed ordinance amendment. It's important to note that no formal motion is required during this discussion phase. The City Council will hold a public hearing and First Reading on the proposed ordinance changes on December 5, 2023.

REFERENCES & ATTACHMENTS

Attachment #1: Draft Amendments to 18.4.3 Parking, Access, and Circulation (dated 10/17/2023)
Attachment #2: Draft Additional Parking Code Amendments (dated 10/17/2023)

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

The proposed amendments to the parking ordinance, Chapter 18.4.3, outlined below, are designed to address key aspects related to parking regulations in the City of Ashland. These changes aim to eliminate automobile parking minimums, establish parking maximums, and accommodate bike parking requirements in alignment with the Climate Friendly and Equitable Rulemaking mandated by the State LCDC. While Chapter 18.4.3, focusing on Parking, Parking Access, and Circulation, is a pivotal part of these amendments, it's important to recognize that various other sections of the land use ordinance will also require adjustments to effectively address the elimination of minimum parking requirements. These additional amendments are shown in Attachment #2.

Sections which are shown as ~~**Bold Strikethrough**~~ are to be removed.

Bold Underlined sections are to be added

Chapter 18.4.3

PARKING, ACCESS, AND CIRCULATION

Sections:

18.4.3.010	Purpose.
18.4.3.020	Applicability.
18.4.3.030	General Automobile Parking Requirements and Exceptions.
18.4.3.040	Parking Ratios.
18.4.3.050	Accessible Parking Spaces.
18.4.3.060	Parking Management Strategies.
18.4.3.070	Bicycle Parking.
18.4.3.080	Vehicle Area Design.
18.4.3.090	Pedestrian Access and Circulation.
18.4.3.100	Construction.
18.4.3.110	Availability of Facilities.

18.4.3.010 Purpose

Where automobile parking is voluntarily provided, it must meet the requirements of Chapter 18.4.3 **which also** contains requirements for ~~**automobile and**~~ bicycle parking**,** ~~**and**~~ vehicular and pedestrian access, circulation, and connectivity. The purpose **of this chapter** is to provide safe and effective access and circulation for pedestrians, bicyclists, and vehicles. For transportation improvement requirements, refer to chapter 18.4.6 Public Facilities**. While off-street parking is not required, access for emergency vehicles must be retained, and adequate accessible parking spaces ,loading areas, delivery areas, pick-up/drop-off areas should be considered.**

18.4.3.020 Applicability

A. The requirements of this chapter apply to parking, access, and circulation facilities in all zones, except those specifically exempted, whenever any building is erected or enlarged, parking, access or circulation is expanded or reconfigured, or the use is changed.

~~**B. The City may require a study prepared by a qualified professional to determine offsets in parking demand, access, circulation, and other transportation impacts, pursuant to this section.**~~

~~**C. All required parking, access, and circulation facilities shall be constructed when a use is intensified by the addition of floor space, seating capacity, or change in use, or when an existing building or dwelling is altered or enlarged by the addition or creation of dwelling units or guest rooms.**~~

B~~**D**~~**. Exceptions and Variances.** Requests to depart from the requirements of this chapter are subject to chapter 18.5.5 Variances, except that deviations from the standards in subsections 18.4.3.080.B.4 and **B.**5 and section 18.4.3.090 Pedestrian Access and Circulation are subject to 18.5.2.050.E Exception to the Site Development and Design Standards.

~~E. Variance to Parking Standard for Commercial Buildings in the Historic District. In order to preserve existing structures within the Historic District overlay while permitting the redevelopment of property to its highest commercial use, the Staff Advisor, through a Type I procedure and pursuant to section 18.5.1.050, may grant a Variance to the parking standards of section 18.4.3.040 by up to 50 percent for commercial uses within the Historic District overlay. The intent of this provision is to provide as much off-street parking as practical while preserving existing structures and allowing them to develop to their full commercial potential. The City, through this ordinance provision, finds that reuse of the building stock within the Historic District overlay is an exceptional circumstance and an unusual hardship for the purposes of granting a variance.~~

18.4.3.030 General Automobile Parking Requirements and Exceptions

~~A. Minimum Number of Off-Street Automobile Parking Spaces. Off-street parking shall be provided pursuant to one of the following three methods and shall include required Disabled Person Parking.~~

~~1. Standard Ratios for Automobile Parking. The standards in Table 18.4.3.040.~~

~~2. Unspecified Use. Where automobile parking requirements for any use are not specifically listed in Table 18.4.3.040, such requirements shall be determined by the Staff Advisor based upon the most comparable use specified in this section, and other available data.~~

~~3. Parking Demand Analysis. The approval authority through a discretionary review may approve a parking standard that is different than the standards under subsections 18.4.3.030.A.1 and 18.4.3.030.A.2, above, as follows:~~

~~a. The applicant submits a parking demand analysis with supporting data prepared by a professional engineer, planner, architect, landscape architect, or other qualified professional;~~

~~b. The parking analysis, at a minimum, shall assess the average parking demand and available supply for existing and proposed uses on the subject site; opportunities for shared parking with other uses in the vicinity; existing public parking in the vicinity; transportation options existing or planned near the site, such as frequent bus service, carpools, or private shuttles; and other relevant factors. The parking demand analysis option may be used in conjunction with, or independent of, the options provided under section 18.4.3.060, Parking Management Strategies.~~

~~c. The review procedure shall be the same as for the main project application.~~

B. Maximum Number of Off-Street Automobile Parking Spaces. ~~The number of spaces provided by any particular use in ground surface lots shall not exceed the number of spaces required by this chapter by more than ten percent.~~ Voluntarily provided off-street automobile parking spaces shall not exceed the maximum number of spaces listed in Table 18.4.3.040 'Parking Spaces by Use'.

1. Automobile ~~S~~spaces provided on-street, or within the ~~building~~ footprint of structures, such as in rooftop parking or under-structure parking, or in multi-level parking above or below surface lots, shall not apply towards the maximum number of allowable spaces.

2. Construction of off-street parking spaces in excess of the maximum parking spaces established by use, as specified in Table 18.4.3.040 ,requires approval of a Conditional Use Permit under chapter 18.5.4.

~~C. Commercial Downtown Zone. All uses within the C-1-D zone, except for hotel, motel, and hostel uses, are exempt from the off-street parking requirements of this section.~~

~~D. North Mountain Plan District. Within the Neighborhood Central zone of the North Mountain (NM) Neighborhood Plan district, all uses are exempt from the off-street~~

~~parking requirements of this section, except that residential uses are required to provide a minimum of one parking space per residential unit. (Ord. 3167 § 11, amended, 12/18/2018)~~

18.4.3.040 ~~Parking Ratios~~ Vehicle and Bicycle Quantity Standards

Except as provided by section 18.4.3.030, the standard ratios required for ~~automobile~~ parking are as follows, **as are the maximum allowances for voluntarily provided off-street automobile spaces.** Fractional spaces shall be rounded up to the next whole number. See also accessible parking space requirements in section 18.4.3.050.

[Existing Table (18.4.3.040) below to be Removed and Replaced]

~~Table 18.4.3.040. Parking Spaces by Use~~

~~Use Categories~~	~~Minimum Number of Parking Spaces per Land Use (Based on Gross Floor Area; fractional spaces are rounded up to next whole number.)~~
~~Residential Categories~~	~~See definition of dwelling types in section 18.6.1.030.~~
~~Single-Family Dwellings~~	~~2 spaces for detached dwelling units and the following for attached dwelling units:~~ ~~a. Studio units or 1-bedroom units less than 500 sq. ft. – 1 space/unit.~~ ~~b. 1-bedroom units 500 sq. ft. or larger – 1.50 spaces/unit.~~ ~~c. 2-bedroom units – 1.75 spaces/unit.~~ ~~d. 3-bedroom or greater units – 2.00 spaces/unit.~~
~~Accessory Residential Unit~~	~~No additional parking spaces required. See definition of accessory residential unit in section 18.6.1.030.~~
~~Duplex~~	~~a. 2 spaces per duplex meeting the standards in section 18.2.3.110. See definition of duplex in section 18.6.1.030.~~ ~~b. Use multifamily dwelling parking ratio for duplex not meeting the standards of section 18.2.3.110. See definition of duplex in section 18.6.1.030.~~
~~Multifamily Dwellings~~	~~a. Studio units or 1-bedroom units less than 500 sq. ft. – 1 space/unit.~~ ~~b. 1-bedroom units 500 sq. ft. or larger – 1.50 spaces/unit.~~

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

~~Use Categories~~	~~Minimum Number of Parking Spaces per Land Use (Based on Gross Floor Area; fractional spaces are rounded up to next whole number.)~~
	~~c. 2-bedroom units – 1.75 spaces/unit.~~ ~~d. 3-bedroom or greater units – 2.00 spaces/unit.~~ ~~e. Retirement complexes for seniors 55 years or greater – 1 space per unit.~~ ~~f. Transit Triangle (TT) overlay option developments, see chapter 18.3.14.~~
~~Cottage Housing~~	~~a. Units less than 800 sq. ft. – 1 space/unit.~~ ~~b. Units greater than 800 sq. ft. and less than 1,000 sq. ft. – 1.5 spaces/unit.~~ ~~c. Units greater than 1,000 sq. ft. – 2.00 spaces/unit.~~ ~~d. Retirement complexes for seniors 55 years or greater – 1 space per unit.~~
~~Manufactured Housing~~	~~Parking for a manufactured home on a single-family lot is same as a single-family dwelling; for manufactured housing developments, see sections 18.2.3.170 and 18.2.3.180.~~
~~Performance Standards Developments~~	~~See chapter 18.3.9.~~
~~Commercial Categories~~	
~~Auto, boat or trailer sales, retail nurseries and other outdoor retail uses~~	~~1 space per 1,000 sq. ft. of the first 10,000 sq. ft. of gross land area; plus 1 space per 5,000 sq. ft. for the excess over 10,000 sq. ft. of gross land area; and 1 space per 2 employees.~~
~~Bowling Alleys~~	~~3 spaces per alley, plus 1 space for auxiliary activities set forth in this section.~~
~~Chapels and Mortuaries~~	~~1 space per 4 fixed seats in the main chapel.~~
~~Hotels~~	~~1 space per guest room, plus 1 space for the owner or manager; see also, requirements for associated uses, such as restaurants, entertainment uses, drinking establishments, assembly facilities.~~
~~Offices~~	~~General Office: 1 space per 500 sq. ft. floor area.~~
	~~Medical/Dental Office: 1 space per 350 sq. ft. floor area.~~
~~Restaurants, Bars, Ice Cream Parlors, Similar Uses~~	~~1 space per 4 seats or 1 space per 100 sq. ft. of gross floor area, whichever is less.~~
~~Retail Sales and Services~~	~~General: 1 space per 350 sq. ft. floor area.~~

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

~~Use Categories~~	~~Minimum Number of Parking Spaces per Land Use (Based on Gross Floor Area; fractional spaces are rounded up to next whole number.)~~
	~~Furniture and Appliances: 1 space per 750 sq. ft. floor area.~~
~~Skating Rinks~~	~~1 space per 350 sq. ft. of gross floor area.~~
~~Theaters, Auditoriums, Stadiums, Gymnasiums and Similar Uses~~	~~1 space per 4 seats.~~
~~Travelers' Accommodations~~	~~1 space per guest room, plus 2 spaces for the owner or manager.~~
~~Industrial Categories~~	
~~Industrial, Manufacturing and Production, Warehousing and Freight~~	~~1 space per 1,000 sq. ft. of gross floor area, or 1 space for each 2 employees, whichever is less, plus 1 space per company vehicle.~~
~~Institutional and Public Categories~~	
~~Aircraft Hangar – Ashland Municipal Airport~~	~~1 space per hangar or 1 space per 4 aircraft occupying a hangar, whichever is greater. Parking spaces shall be provided within the hangar or within designated vehicle parking areas identified in the adopted Ashland Municipal Airport Master Plan.~~
~~Clubs, Fraternity and Sorority Houses; Rooming and Boarding Houses; Dormitories~~	~~2 spaces for each 3 guest rooms; in dormitories, 100 sq. ft. shall be equivalent to a guest room.~~
~~Daycare~~	~~1 space per 2 employees; a minimum of 2 spaces is required.~~
~~Golf Courses~~	~~Regular: 8 spaces per hole, plus additional spaces for auxiliary uses.~~
	~~Miniature: 4 spaces per hole.~~
~~Hospital~~	~~2 spaces per patient bed.~~
~~Nursing and Convalescent Homes~~	~~1 space per 3 patient beds.~~
~~Public Assembly~~	~~1 space per 4 seats.~~
~~Religious Institutions and Houses of Worship~~	~~1 space per 4 seats.~~
~~Rest Homes, Homes for the Aged, or Assisted Living~~	~~1 space per 2 patient beds or 1 space per apartment unit.~~
~~Schools~~	~~Elementary and Junior High: 1.5 spaces per classroom, or 1 space per 75 sq. ft. of public assembly area, whichever is greater.~~
	~~High Schools: 1.5 spaces per classroom, plus 1 space per 10 students the school is designed to accommodate; or the requirements for public assembly area, whichever is greater.~~

~~Use Categories~~	~~Minimum Number of Parking Spaces per Land Use (Based on Gross Floor Area; fractional spaces are rounded up to next whole number.)~~
	~~Colleges, Universities and Trade Schools: 1.5 spaces per classroom, plus 1 space per 5 students the school is designed to accommodate, plus requirements for on-campus student housing.~~
~~Other Categories~~	
~~Temporary Uses~~	~~Parking standards for temporary uses are the same as for primary uses, except that the City decision-making body may reduce or waive certain development and design standards for temporary uses.~~

[Replacement Table below changing to a Maximum Automobile Parking and incorporating Bile Parking requirements]

Table 18.4.3.040. Automobile and Bike Parking Spaces by Use

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
Residential Categories	See definition of dwelling types in section 18.6.1.030.	
Single-Family Dwellings, Accessory Residential Units and Duplexes	No maximum.	No bike parking requirements.
Multifamily Dwellings	A maximum of 2 spaces per multifamily dwelling unit.	a. Dwellings with an individual garage are not required to provide bike parking.

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
		b. 1 sheltered space per studio/1 bedroom c. 1.5 sheltered spaces per 2 bedrooms d. 2 sheltered spaces per 3 bedrooms e. Senior housing. 1 sheltered space per 8 dwelling units
Cottage Housing	A maximum of 1.5 spaces per cottage.	1 sheltered space per cottage.
Manufactured Housing	A maximum of 2 spaces.	2 sheltered spaces per manufactured dwelling without a garage.
Performance Standards Developments	See chapter 18.3.9.	
Commercial Categories		
Auto, boat or trailer sales, retail nurseries and other outdoor retail uses	A maximum of 1 space per 1,000 sq. ft. of the first 10,000 sq. ft. of gross land area; plus 1 space per 5,000 sq. ft. for the excess over 10,000 sq. ft. of gross land area; and a maximum of 1 space per 2 employees.	1 per 5,000 sq. ft. of sales area
Bowling Alleys	A maximum of 3 spaces per alley, plus additional spaces for auxiliary	1 per 2 per alleys

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
	uses.	
Chapels and Mortuaries	A maximum of 1 space per 4 fixed seats in the main chapel.	1 per 20 seats
Hotels	A maximum of 1 space per guest room, plus 1 space for the owner or manager; see also, requirements for associated uses, such as restaurants, entertainment uses, drinking establishments, assembly facilities.	1 per 5 guest rooms
Offices	General Office: A maximum of 1 space per 500 sq. ft. floor area.	1 per 2,500 sq. ft. office
	Medical/Dental Office: A maximum of 1 space per 350 sq. ft. floor area.	1 per 1,750 sq. ft. office
Restaurants, Bars, Ice Cream Parlors, Similar Uses	A maximum of 1 space per 4 seats or 1 space per 100 sq. ft. of gross floor area, whichever is more	1 per 20 seats or 1 per 500 sq. ft. of gross floor area, whichever is less.
Retail Sales and Services	General: A maximum of 1 space per 350 sq. ft. floor area.	1 per 1,000 sq. ft. floor area
	Furniture and Appliances: A maximum of 1 space per 750 sq. ft. floor area.	1 per 2,500 sq. ft. floor area
Skating Rinks	A maximum of 1 space per 350 sq. ft. of gross floor area.	1 per 1,000 sq. ft. floor area
Theaters, Auditoriums, Stadiums, Gymnasiums and Similar Uses	A maximum of 1 space per 4 seats.	1 per 10 seats
Travelers' Accommodations	A maximum of 1 space per guest room, plus 2 spaces for the owner or manager.	1 per 10 guest rooms

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
Industrial Categories		
Industrial, Manufacturing and Production, Warehousing and Freight	A maximum of 1 space per 1,000 sq. ft. of gross floor area, or 1 space for each 2 employees, whichever is more , plus 1 space per company vehicle.	1 per 5,000 sq. ft. floor area
Institutional and Public Categories		
Aircraft Hangar – Ashland Municipal Airport	Parking spaces shall be provided within the hangar or within designated vehicle parking areas identified in the adopted Ashland Municipal Airport Master Plan.	Parking spaces shall be provided within the hangar or within designated vehicle parking areas identified in the adopted Ashland Municipal Airport Master Plan.
Clubs, Fraternity and Sorority Houses; Rooming and Boarding Houses; Dormitories	A maximum of 2 spaces for each 3 guest rooms; in dormitories, 100 sq. ft. shall be equivalent to a guest room.	1 per 5 guest rooms
Daycare	A maximum of 1 space per 2 employees;	Home: None Commercial: 1 per classroom
Golf Courses	Regular: A maximum of 8 spaces per hole, plus additional spaces for auxiliary uses.	0.5 per hole
	Miniature: A maximum of 4 spaces per hole.	1 per hole
Hospital	A maximum of 2 spaces per patient bed.	1 per 2,000 sq. ft.
Nursing and Convalescent Homes	A maximum of 1 space per 3 patient beds.	1 per 5 employees
Public Assembly	A maximum of 1 space per 4 seats.	1 per 20 seats

Attachment #1

DRAFT Parking Code Amendments Chapter 18.4.3 (dated 10/17/2023)

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
Religious Institutions and Houses of Worship	A maximum of 1 space per 4 seats.	1 per 20 seats in main assembly area
Rest Homes, Homes for the Aged, or Assisted Living	A maximum of 1 space per 2 patient beds or 1 space per apartment unit.	1 per 5 employees
Schools	Elementary and Junior High: A maximum of 1.5 spaces per classroom, or 1 space per 75 sq. ft. of public assembly area, whichever is greater.	Preschool: 1 per classroom Elementary and Junior High: 6 per classroom
	High Schools: A maximum of 1.5 spaces per classroom, plus 1 space per 10 students the school is designed to accommodate; or the requirements for public assembly area, whichever is greater.	High school: 6 per classroom
	Colleges, Universities and Trade Schools: A maximum of 1.5 spaces per classroom, plus 1 space per 5 students the school is designed to accommodate, plus requirements for on-campus student housing.	1 per 3 students/staff
Other Categories		
Temporary Uses	Parking standards for temporary uses are the same as for primary uses, except that the City decision-making body may reduce or waive certain development and design standards for temporary uses.	Bike parking standards will be determined the same as primary uses, except that the City decision-making body may reduce or waive certain development and design standards for temporary uses.

Use Categories	Maximum Number of Voluntarily-Provided Off-Street Automobile Parking Spaces (fractional spaces shall be rounded up to next whole number)	Minimum Number of Bike Parking Spaces per Land Use (fractional spaces shall be rounded up to next whole number)
Transit Station	Automobile parking maximums are determined through the discretion of the City decision-making body.	4 per 10 automobile parking spaces
Park and Ride	Automobile parking maximums are determined through the discretion of the City decision-making body.	4 per 10 automobile parking spaces

(**Ord__, amended 12/19/2023;** Ord. 3199 § 21, amended, 06/15/2021; Ord. 3191 § 23, amended, 11/17/2020; Ord. 3167 § 12, amended, 12/18/2018; Ord. 3155 § 9, amended, 07/17/2018; Ord. 3147 § 7, amended, 11/21/2017)

18.4.3.050 Accessible Parking Spaces

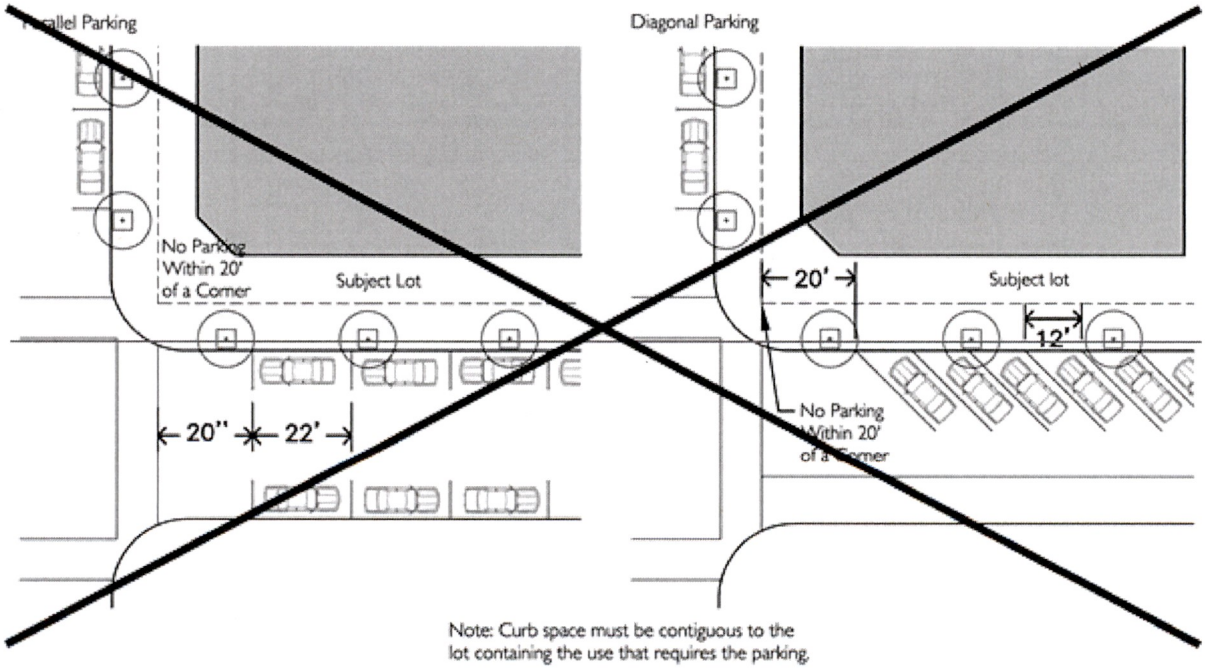
Accessible parking shall be provided consistent with the requirements of the building code, including but not limited to the minimum number of spaces for automobiles, van-accessible spaces, location of spaces relative to building entrances, accessible routes between parking areas and building entrances, identification signs, lighting, and other design and construction requirements. Accessible parking shall be included and identified on the planning application submittals. **Where off-street vehicle parking is provided, it must include the required number of accessible vehicle parking spaces as specified by the state building code and federal standards. Such parking spaces must be sized, signed, and marked as required by these regulations and in compliance with ORS 447.**

~~18.4.3.060 Parking Management Strategies~~

~~Except for detached single-family dwellings and duplexes, the off-street parking spaces may be reduced through the application of the following credits. The total maximum reduction in off-street parking spaces is 50 percent, except as allowed for off-site shared parking credits in subsection 18.4.3.060.E, below. The approval authority shall have the discretion to adjust the proposed off-street parking reduction based upon site specific evidence and testimony, and may require a parking analysis prepared by a qualified professional. See subsection 18.4.3.030.A.3 for parking analysis requirements.~~

~~A. On-Street Parking Credit. Credit for on-street parking spaces may reduce the required off-street parking spaces up to 50 percent, as follows.~~

~~1. Credit. One off-street parking space credit for one on-street parking space meeting the standards of subsections 2-4, below. See Figure 18.4.3.060.A.1.~~



~~Figure 18.4.3.060.A.1. On-Street Parking Credit~~

2. ~~Dimensions. On-street parking shall follow the established configuration of existing on-street parking, except that 45-degree diagonal parking may be allowed with the approval of the Public Works Director, taking into account traffic flows and street design, with the parking spaces designed in accord with the standards on file with the Public Works Department.~~

   ~~a. Parallel parking, each 22 feet of uninterrupted curb.~~

   ~~b. 45-degree diagonal, each 12 feet of uninterrupted curb.~~

3. ~~Location.~~

   ~~a. Curb space must be contiguous to the lot containing the use that requires the parking.~~

   ~~b. Parking spaces may not be counted that are within 20 feet measured along the curb of any corner or intersection of an alley or street, nor any other parking configuration that violates any law or standard of the City or State.~~

   ~~c. Parking spaces located on arterials and collectors may only receive credit if the arterial or collector is greater in width than the minimums established by the street standards in section 18.4.6.040.~~

   ~~d. Parking spaces may not be counted that are within 200 feet of a C-1-D or SOU zone.~~

   ~~e. Parking spaces may not be counted that are required as on-street parking in accordance with section 18.3.9.060 in a development under the Performance Standards Option.~~

4. ~~Availability. On-street parking spaces credited for a specific use shall not be used exclusively by that use, but shall be available for general public use at all times. No signage or actions limiting general public use of on-street spaces shall be permitted.~~

~~B. Alternative Vehicle Parking. Alternative vehicle parking facilities may reduce the required off-street parking spaces up to 25 percent, as follows:~~

1. ~~Motorcycle or scooter parking. One off-street parking space credit for four motorcycle or scooter parking spaces.~~

2. ~~Bicycle parking. One off-street parking space credit for five additional, non-required bicycle parking spaces.~~

3. ~~Microcar parking. One off-street parking space credit for two microcar parking spaces. Microcar spaces shall be designed so that one full-size automobile can use two microcar spaces, and the microcar spaces shall not be limited in use by hours or type of vehicle through signage or other legal instrument.~~

~~C. Mixed Uses. In the event that several users occupy a single structure or parcel of land, the total requirements for off-street automobile parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, in which case the mixed-use credit may reduce the off-street parking requirement by a percentage equal to the reduced parking demand. A mixed-use parking credit may reduce the required off-street parking spaces up to 50 percent.~~

~~D. Joint Use of Facilities. Required parking facilities of two or more uses, structures, or parcels of land may be satisfied by the same parking facilities used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap (e.g., uses primarily of a daytime vs. nighttime nature) and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing such joint use. Jointly used parking facilities may reduce the required off-street parking spaces up to 50 percent.~~

~~E. Off-Site Shared Parking. One off-street parking space credit for every one parking space constructed in designated off-site shared parking areas, or through payment of in-lieu-of-parking fees for a common parking. Off-site shared parking facilities may reduce the required off-street parking spaces up to 100 percent.~~

~~F. TDM Plan Credit. Through implementation of an individual Transportation Demand Management (TDM) plan that demonstrates a reduction of long-term parking demand by~~

~~a percentage equal to the credit requested. A TDM plan may reduce the required off-street parking spaces up to 50 percent.~~

~~G. Transit Facilities Credit. Sites where at least 20 spaces are required and where at least one lot line abuts a street with transit service may substitute transit-supportive plazas as follows. A Transit Facilities Credit may reduce the required off-street parking spaces up to 50 percent.~~

~~1. Pedestrian and transit supportive plazas may be substituted for up to ten percent of the required parking spaces on site.~~

~~2. A street with transit service shall have a minimum of 30-minute peak period transit service frequency.~~

~~3. Existing parking areas may be converted to take advantage of these provisions.~~

~~4. The plaza must be adjacent to and visible from the transit street. If there is a bus stop along the site's frontage, the plaza must be adjacent to the bus stop.~~

~~5. The plaza must be at least 300 square feet in area and be shaped so that a ten-foot by ten-foot (10 feet X 10 feet) square will fit entirely in the plaza.~~

~~6. The plaza must include all of the following elements:~~

~~a. A plaza that is open to the public. The owner must record a public access easement that allows public access to the plaza.~~

~~b. A bench or other sitting area with at least five linear feet of seating.~~

~~c. A shelter or other weather protection. The shelter must cover at least 20 square feet and the plaza must be landscaped. This landscaping is in addition to any other landscaping or screening required for parking areas by this ordinance.~~ ~~(Ord. 3199 § 22, amended, 06/15/2021; Ord. 3167 § 13, amended, 12/18/2018; Ord. 3155 § 10, amended, 07/17/2018)~~

18.4.3.070 Bicycle Parking Standards

A. **Applicability and Minimum Requirement.** All uses, with the exception of ~~residential units~~ **single family residences, accessory residential units and duplexes** ~~with a garage~~ and uses in the C-1-D zone, are required to provide ~~a~~ **the** minimum ~~of two sheltered~~ bike parking spaces **required in Table 18.4.3.030.** ~~pursuant to this section.~~ The required bicycle parking shall be constructed when an existing residential building or dwelling is altered or enlarged by the addition or creation of dwelling units, or when a non-residential use is intensified by the addition of floor space, seating capacity, or change in use.

~~B. Calculation. Fractional spaces shall be rounded up to the next whole space.~~

~~C. Bicycle Parking for Residential Uses. Every residential use of two or more dwelling units per structure and not containing a garage for each dwelling shall provide bicycle parking spaces as follows.~~

~~1. Multi-Family Residential. One sheltered space per studio unit or one-bedroom unit; 1.5 sheltered spaces per two-bedroom unit; and two sheltered spaces per three-bedroom unit.~~

~~2. Senior Housing. One sheltered space per eight dwelling units where 80 percent of the occupants are 55 or older.~~

~~D. Bicycle Parking for Non-Residential Uses. Uses required to provide off street parking, except as specifically noted, shall provide two spaces per primary use, or one bicycle parking space for every five required automobile parking spaces, whichever is greater. Fifty percent of the bicycle parking spaces required shall be sheltered from the weather. All spaces shall be located in proximity to the uses they are intended to serve.~~

~~E. Bicycle Parking for Parking Lots and Structures. All public parking lots and structures shall provide two spaces per primary use, or one bicycle parking space for every five automobile parking spaces, of which 50 percent shall be sheltered.~~

~~F. Primary and Secondary Schools. Elementary, Junior High, Middle, and High Schools shall provide one sheltered bicycle parking space for every five students.~~

~~G. Colleges, Universities, and Trade Schools. Colleges, universities, and trade schools shall provide one bicycle parking space for every five required automobile parking spaces, of which 50 percent shall be sheltered.~~

~~H. No Fee for Use. No bicycle parking spaces required by this standard shall be rented or leased, however, a refundable deposit fee may be charged. This does not preclude a bike parking rental business.~~

~~I.~~C. Bicycle Parking Design Standards.

1. Bicycle parking shall be located so that it is visible to and conveniently accessed by cyclists, and promotes security from theft and damage.

2. Bicycle parking requirements, pursuant to this section, can be met in any of the following ways.

   a. Providing bicycle racks or lockers outside the main building, underneath an awning or marquee, or in an accessory parking structure.

   b. Providing a bicycle storage room, bicycle lockers, or racks inside the building.

   c. Providing bicycle racks on the public right of way, subject to review and approval by the Staff Advisor.

3. All required exterior bicycle parking shall be located on-site and within 50 feet of a regularly used building entrance and not farther from the entrance than the closest motor vehicle parking space. Bicycle parking shall have direct access to both the public right-of-way and to the main entrance of the principal use. For facilities with multiple buildings, building entrances or parking lots (such as a college), exterior bicycle parking shall be located in areas of greatest use and convenience for bicyclists.

4. Required bicycle parking spaces located out of doors shall be visible enough to provide security. Lighting shall be provided in a bicycle parking area so that all facilities are

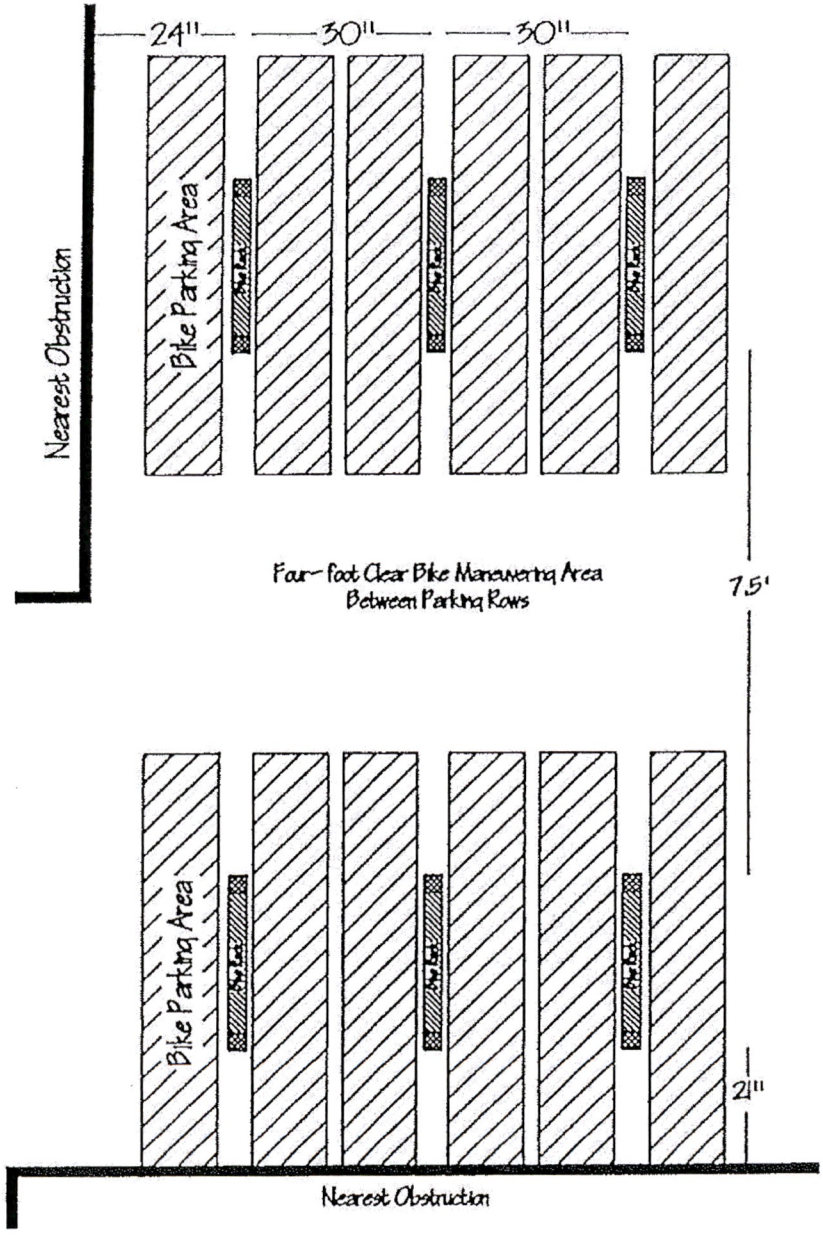
thoroughly illuminated**, well-lit,** and visible from adjacent walkways or motor vehicle parking lots during all hours of use. ~~**Bicycle parking shall be at least as well lit as automobile parking.**~~

5. Paving and Surfacing. Outdoor bicycle parking facilities shall be surfaced in the same manner as the automobile parking area or with a minimum of two inch thickness of hard surfacing (i.e., asphalt, concrete, pavers, or similar material) and shall be relatively level. This surface will be maintained in a smooth, durable, and well-drained condition

6. Bicycle parking located outside the building shall provide and maintain an aisle for bicycle maneuvering between each row of bicycle parking. Bicycle parking including rack installations shall conform to the minimum clearance standards as illustrated in Figure ~~18.4.3.070.I.6~~.**18.4.3.070.C.6**

a. Bicycle parking must be installed in a manner to allow space for the bicycle to be maneuvered to a position where it may be secured without conflicts from other parked bicycles, walls, or other obstructions.

b. Bicycle parking should include sufficient bicycle parking spaces to accommodate large bicycles, including family and cargo bicycles.



[FIGURE GRAPHICS TO CHANGE – in process* with more complete dimensions, verifying will accommodate cargo bikes & longtails.*]

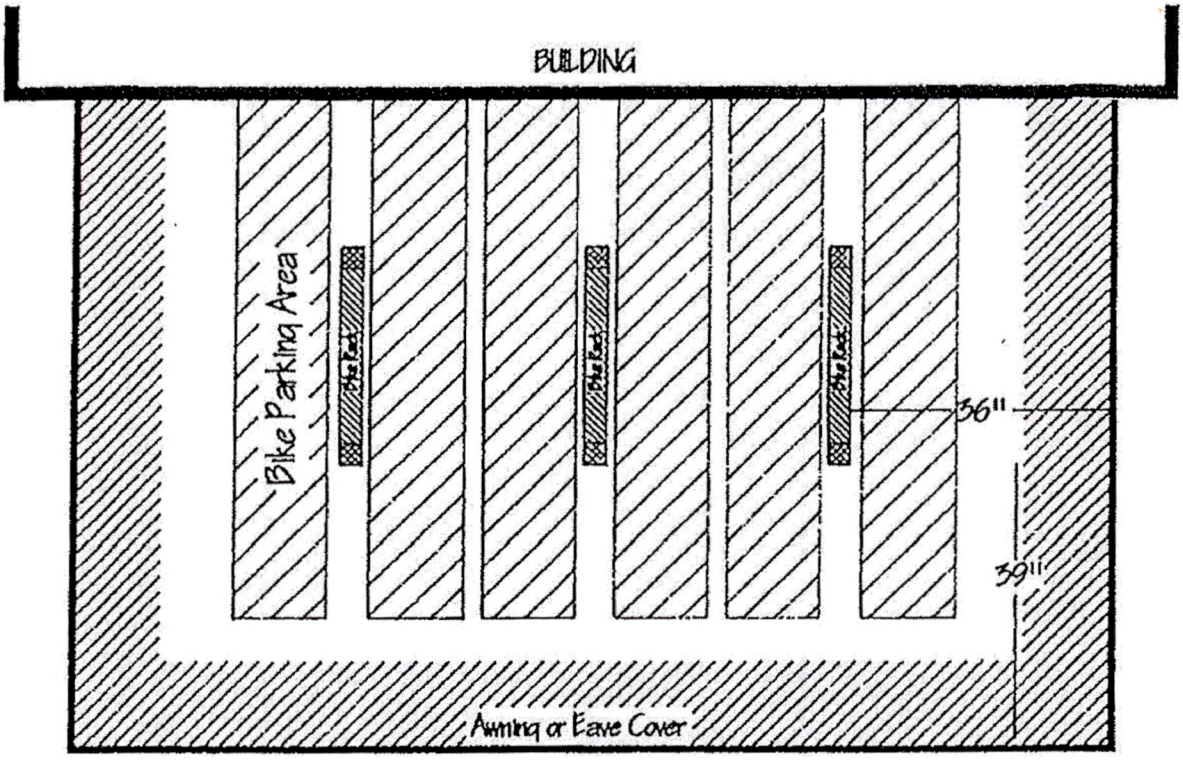
Figure ~~18.4.3.070.I.6.~~ 18.4.3.070.C.6 Bike Parking Layout

7. A bicycle parking space located inside of a building for employee bike parking shall be a minimum of six feet long by three feet wide by four feet high.

8. Each required bicycle parking space shall be accessible without moving another bicycle.

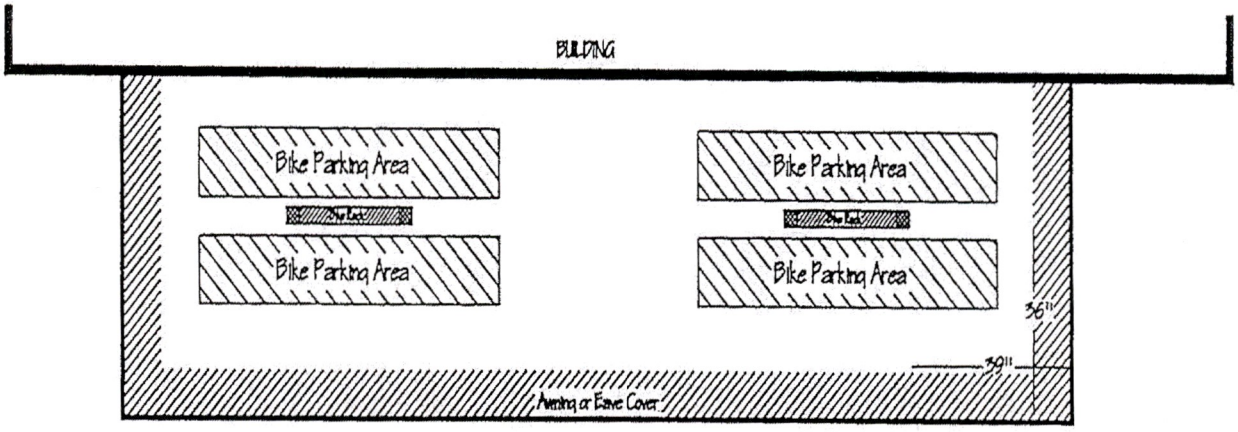
9. Areas set aside for required bicycle parking shall be clearly marked and reserved for bicycle parking only.

10. Sheltered parking shall mean protected from all precipitation and must include the minimum protection coverages as illustrated in Figure 18.4.3.070.I.10.



[FIGURE GRAPHICS TO CHANGE – in process* with more complete dimensions, verifying will accommodate cargo bikes & longtails.*]

Figure ~~18.4.3.070.I.10.a~~. 18.4.3.070.C.10.a. Covered Bike Parking Layout



[FIGURE GRAPHICS TO CHANGE – in process* with more complete dimensions, verifying will accommodate cargo bikes & longtails.*]

Figure ~~18.4.3.070.I.10.b.~~18.4.3.070.C.10.b. Covered Bike Parking Layout

11. Bicycle parking shall be located to minimize the possibility of accidental damage to either bicycles or racks. Where needed, barriers shall be installed.

12. Bicycle parking shall not impede or create a hazard to pedestrians. They shall not be located so as to violate the vision clearance standards of section 18.2.4.050. Bicycle parking facilities should be harmonious with their environment both in color and design. Facilities should be incorporated whenever possible into building design or street furniture.

~~J~~D. **Bicycle Parking Rack Standards.** The intent of the following standards is to ensure that required bicycle racks are designed so that bicycles may be securely locked to them without undue inconvenience and will be reasonably safeguarded from intentional or accidental damage.

1. Bicycle parking racks shall consist of staple-design or inverted-u steel racks meeting the individual rack specifications as illustrated in Figure ~~18.4.3.070.J.~~1 18.4.3.070.D.1. The Staff Advisor, **in consultation with the Public Works Director,** ~~following review by the Transportation Commission,~~ may approve alternatives to the above standards. Alternatives shall conform to all other applicable standards of this section **including**

accommodating large bicycles, family bicycles, or cargo bicycles so they may be secured by at least two points, and providing adequate shelter and lighting.

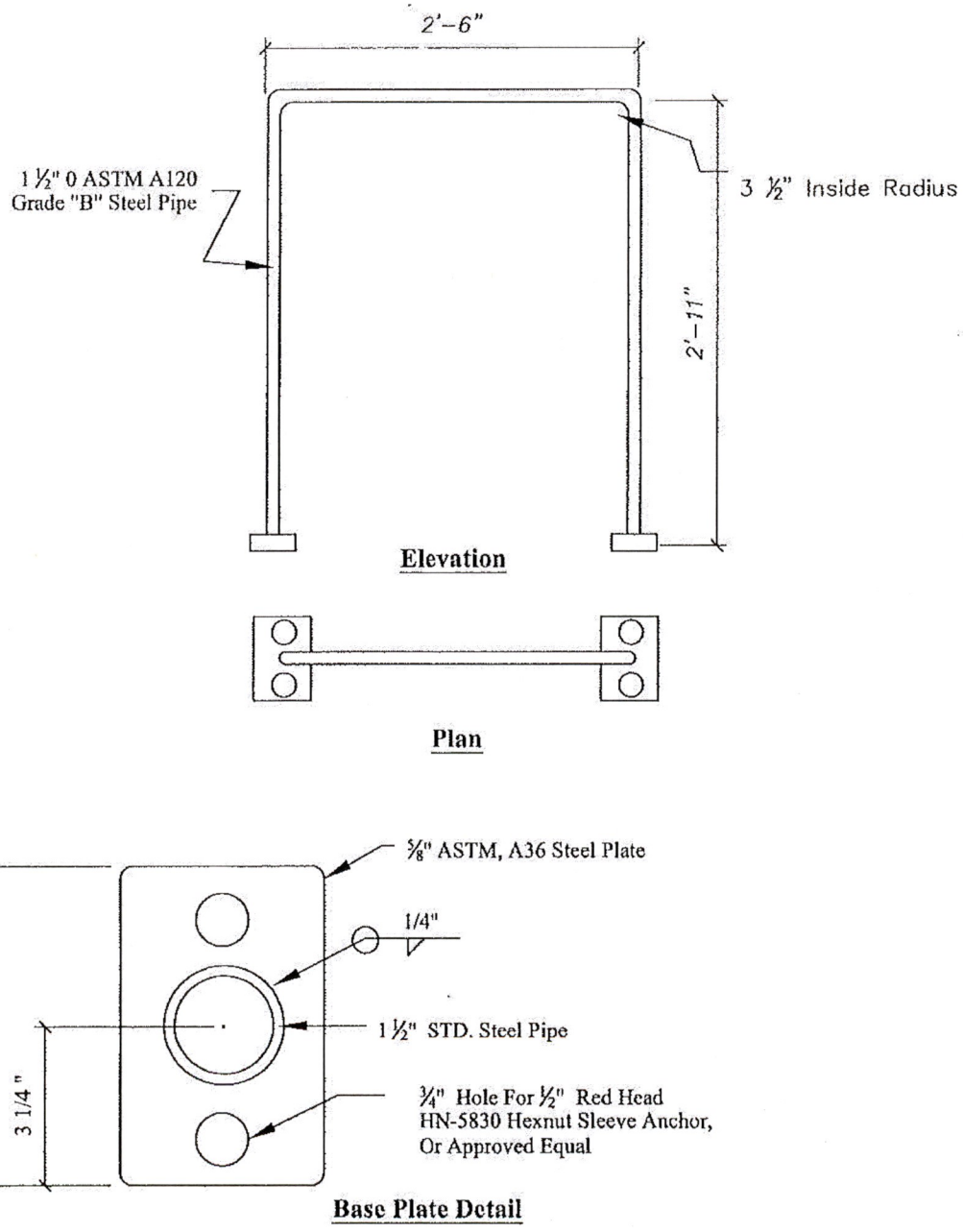


Figure ~~18.4.3.070.J.~~1 18.4.3.070.D.1. Bicycle Parking Rack

2. Commercial bike lockers are acceptable according to manufacturer's specifications.

3. Bicycle parking racks or lockers shall be anchored securely.

4. Bicycle racks shall hold bicycles securely by means of the frame. The frame shall be supported so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels. Bicycle racks shall accommodate all of the following.

   a. Locking the frame and both wheels to the rack with a high-security U-shaped shackle lock, if the bicyclist removes the front wheel.

   b. Locking the frame and one wheel to the rack with a high-security U-shaped shackle lock, if the bicyclist leaves both wheels on the bicycle.

   c. Locking the frame and both wheels to the rack with a chain or cable not longer than six feet without removal of the front wheel.

18.4.3.080 Vehicle Area Design

A. Parking Location.

~~1. Except for single-family dwellings and duplexes, required automobile parking facilities may be located on another parcel of land, provided said parcel is within 200 feet of the use it is intended to serve. The distance from the parking lot to the use shall be measured in walking distance from the nearest parking space to an access to the building housing the use, along a sidewalk or other pedestrian path separated from street traffic. Such right to use the off-site parking must be evidenced by a deed, lease, easement, or similar written instrument establishing such use, for the duration of the use.~~

~~2.~~1. Except as allowed in the subsection below, automobile parking shall not be located in a required front and side yard setback area abutting a public street, except alleys.

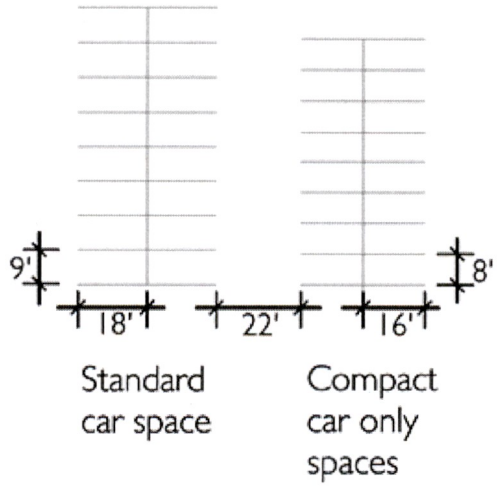
~~3.~~ 2. In all residential zones, off-street parking in a front yard for all vehicles, including trailers and recreational vehicles, is limited to a contiguous area no more than 25 percent of the area of the front yard, or a contiguous area 25 feet wide and the depth of the front yard, whichever is greater. Since parking in violation of this section is occasional in nature, and is incidental to the primary use of the site, no vested rights are deemed to exist and violations of this section are not subject to the protection of the nonconforming use sections of this code.

B. Parking Area Design. ~~**Required**~~ **Voluntarily provided** parking areas **and parking spaces** shall be designed in accordance with the following standards and dimensions as illustrated in Figure 18.4.3.080.B. See also accessible parking space requirements in section 18.4.3.050 and parking lot and screening standards in subsection 18.4.4.030.F.

1. Parking spaces shall be a minimum of 9 feet by 18 feet.

2. ~~**Up to 50 percent of the total automobile parking spaces in a parking lot**~~ **Parking spaces** may be designated for compact cars. Minimum dimensions for compact spaces shall be 8 feet by 16 feet. Such spaces shall be signed or the space painted with the words "Compact Car Only."

3. Parking spaces shall have a back-up maneuvering space not less than 22 feet, except where parking is angled, and which does not necessitate moving of other vehicles.



~~**Note: Up to 50% of the total of all parking spaces in a parking lot may be designed for compact cars.**~~

Figure 18.4.3.080.B. Parking Area Dimensions

4. Parking lots with 50 or more parking spaces, and parking lots where pedestrians must traverse more than 150 feet of parking area, as measured as an average width or depth, shall be divided into separate areas by one or more of the following means: a building or group of buildings; plaza landscape areas with walkways at least five feet in width; streets; or driveways with street-like features as illustrated in Figure 18.4.3.080.B.4. "Street-like features," for the purpose of this section, means a raised sidewalk of at least five feet in width, with six-inch curb, accessible curb ramps, street trees in planters or tree wells and pedestrian-oriented lighting (i.e., not exceeding 14 feet typical height).

a. **New parking areas of one-half acre or larger shall include street trees in planters or tree wells along all driveways or otherwise demonstrate that 30 percent tree canopy coverage over the parking area will be achieved within five years of occupancy.**

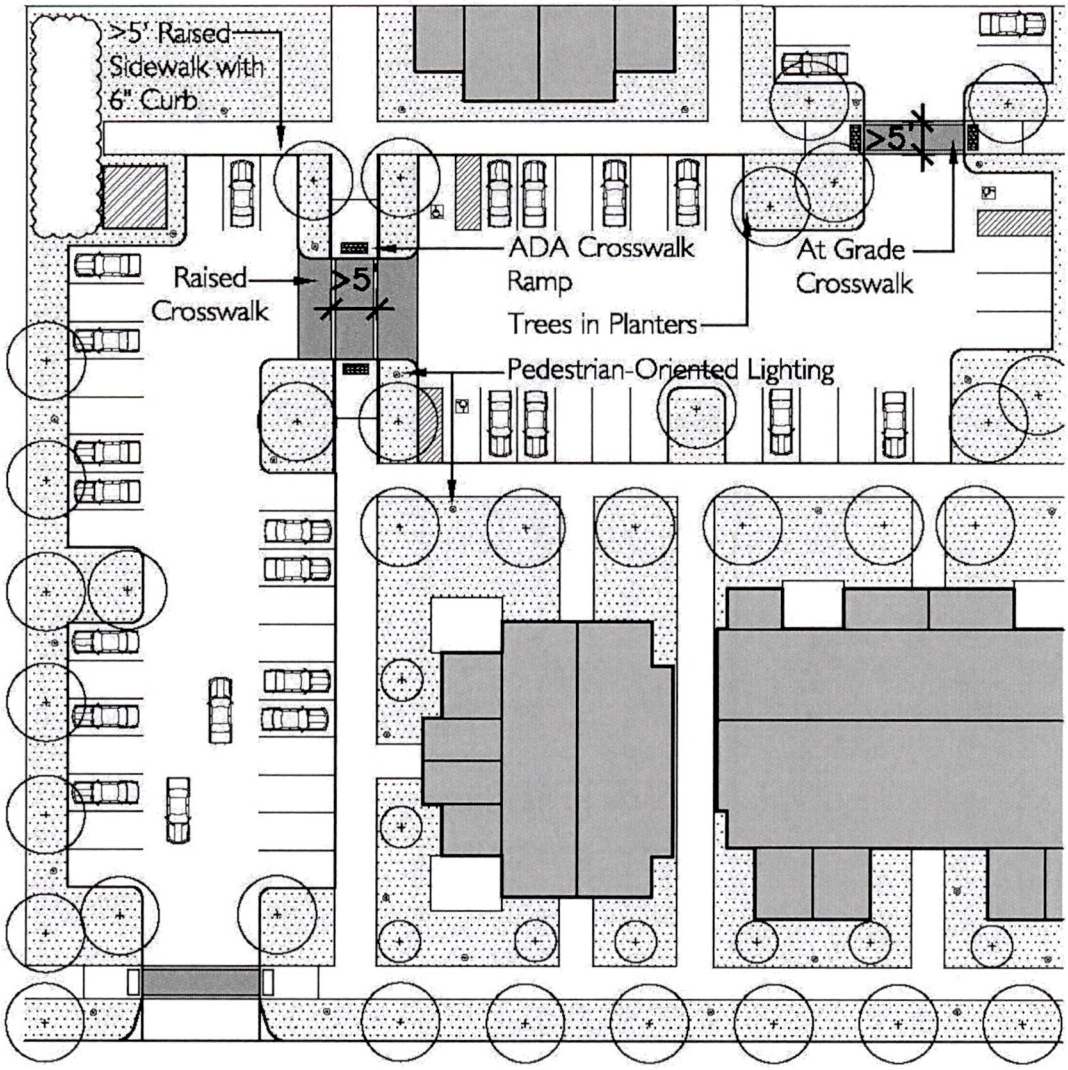


Figure 18.4.3.080.B.4. Dividing Parking Lots into Separate Areas

5. Parking areas shall be designed to minimize the adverse environmental and microclimatic impacts of surface parking through design and material selection as illustrated in Figure 18.4.3.080.B.5. Parking areas of more than seven parking spaces shall meet the following standards:

a. Use one or more of the following strategies for the surface parking area, or put 50 percent of parking underground. For parking lots with 50 or more spaces, **or greater than ½ acre in area,** the approval authority may approve a combination of strategies.

i. Use light colored paving materials with a high solar reflectance (Solar Reflective Index (SRI) of at least 29) to reduce heat absorption for a minimum of 50 percent of the parking area surface.

ii. Provide porous solid surfacing or an open grid pavement system that is at least 50 percent pervious for a minimum of 50 percent of the parking area surface.

iii. Provide at least 50 percent shade from tree canopy over the parking area surface within five years of project occupancy.

iv. Provide at least 50 percent shade from solar energy generating carports, canopies or trellis structures over the parking area surface.

b. Design parking lots and other hard surface areas in a way that captures and treats runoff with landscaped medians and swales.

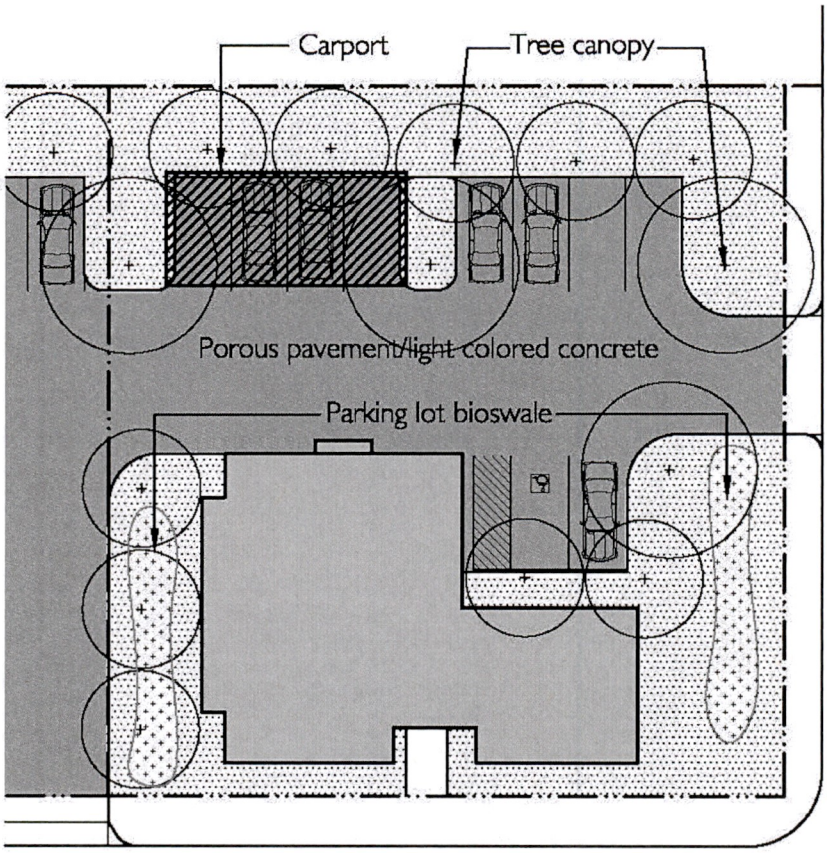


Figure 18.4.3.080.B.5. Parking Design to Reduce Environmental Impacts

C. Vehicular Access and Circulation. The intent of this subsection is to manage access to land uses and on-site circulation and maintain transportation system safety and operations. For transportation improvement requirements, refer to chapter 18.4.6, Public Facilities.

1. Applicability. This section applies to all public streets within the City and to all properties that abut these streets. The standards apply when developments are subject to a planning action (e.g., site design review, conditional use permit, land partition, performance standards subdivision).

2. Site Circulation. New development shall be required to provide a circulation system that accommodates expected traffic on the site. All on-site circulation systems shall incorporate street-like features as described in 18.4.3.080.B.4. Pedestrian connections on the site,

including connections through large sites, and connections between sites and adjacent sidewalks must conform to the provisions of section 18.4.3.090.

3. Intersection and Driveway Separation. The distance from a street intersection to a driveway, or from a driveway to another driveway shall meet the minimum spacing requirements for the street's classification in the Ashland Transportation System Plan (TSP) as illustrated in Figures 18.4.3.080.C.3.a and 18.4.3.080.C.3.b.

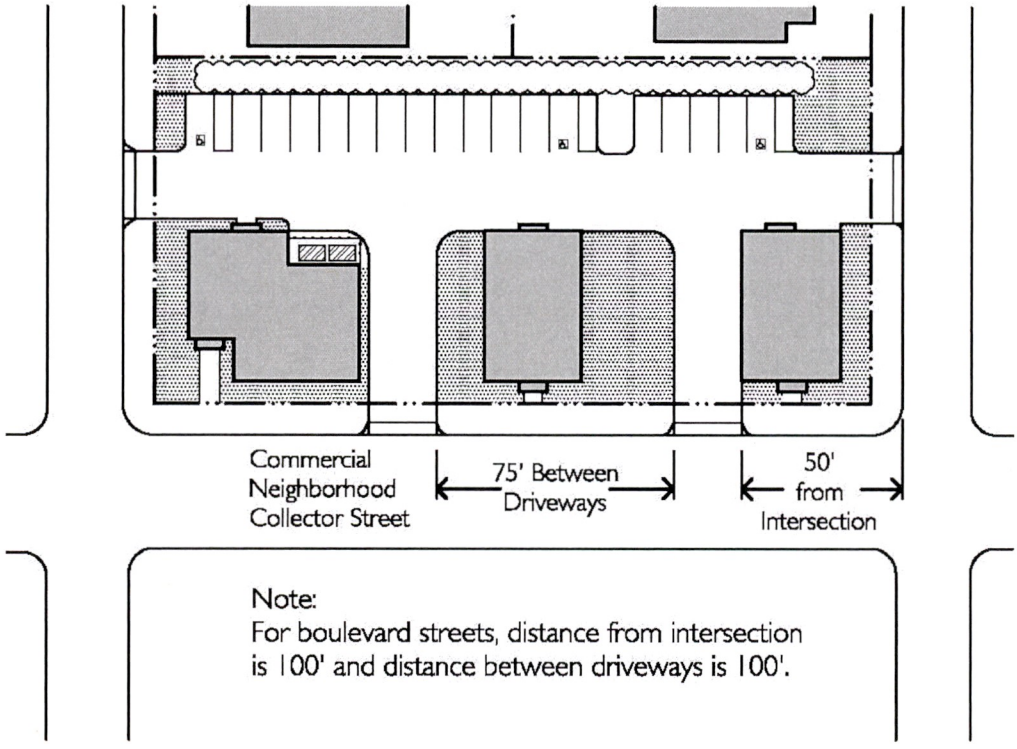


Figure 18.4.3.080.C.3.a. Driveway Separation for Boulevards, Avenues, and Collectors

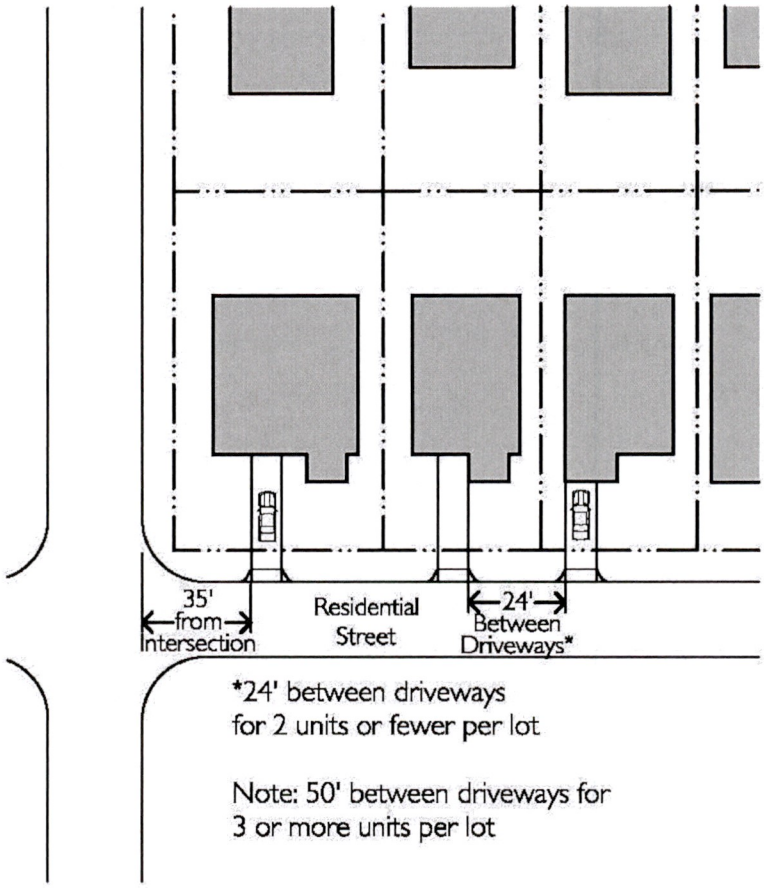


Figure 18.4.3.080.C.3.b. Driveway Separation for Neighborhoods Streets

a. In no case shall driveways be closer than 24 feet as measured from the bottom of the existing or proposed apron wings of the driveway approach.

b. Partitions and subdivisions of property located in an R-2, R-3, C-1, E-1, CM, or M-1 zone shall meet the controlled access standards set forth below. If applicable, cross access easements shall be required so that access to all properties created by the land division can be made from one or more points.

c. Street and driveway access points in an R-2, R-3, C-1, E-1, CM, or M-1 zone shall be limited to the following:

i. <u>Distance between driveways.</u>

on boulevard streets:	100 feet
on collector streets:	75 feet
on neighborhood streets:	24 feet for 2 units or fewer per lot, 50 feet for three or more units per lot

ii. Distance from intersections.

on boulevard streets:	100 feet
on collector streets:	50 feet
on neighborhood streets:	35 feet

d. Access Requirements for Multifamily Developments. All multifamily developments which will have automobile trip generation in excess of 250 vehicle trips per day shall provide at least two driveway access points to the development. Trip generation shall be determined by the methods established by the Institute of Transportation Engineers.

4. Shared Use of Driveways and Curb Cuts.

a. Plans submitted for developments subject to a planning action shall indicate how driveway intersections with streets have been minimized through the use of shared driveways and all necessary access easements. Where necessary from traffic safety and access management purposes, the City may require joint access and/or shared driveways in the following situations.

i. For shared parking areas.

ii. For adjacent developments, where access onto an arterial is limited.

iii. For multifamily developments, and developments on multiple lots.

b. Developments subject to a planning action shall remove all curb cuts and driveway approaches not shown to be necessary for existing improvements or the proposed development. Curb cuts and approaches shall be replaced with standard curb, gutter, sidewalk, and planter/furnishings strip as appropriate.

c. If the site is served by a shared access or alley, access for motor vehicles must be from the shared access or alley and not from the street frontage.

5. Alley Access. Where a property has alley access, vehicle access shall be taken from the alley and driveway approaches and curb cuts onto adjacent streets are not permitted.

D. Driveways and Turn-Around Design. Driveways and turn-arounds providing access to parking areas shall conform to the following provisions.

1. A driveway for a single-family dwelling or a duplex shall be a minimum of nine feet in width except that driveways over 50 feet in length or serving a flag lot shall meet the width and design requirements of section 18.5.3.060. Accessory residential units are exempt from the requirements of this subsection.

2. Parking areas of seven or fewer spaces shall be served by a driveway 12 feet in width, except for those driveways subject to subsection 18.4.3.080.D.1, above. Accessory residential units are exempt from the requirements of this subsection.

3. Parking areas of more than seven parking spaces shall be served by a driveway 20 feet in width and constructed to: facilitate the flow of traffic on or off the site, with due regard to pedestrian and vehicle safety; be clearly and permanently marked and defined; and provide adequate aisles or turn-around areas so that all vehicles may enter the street in a forward manner.

4. The width of driveways and curb cuts in the parkrow and sidewalk area shall be minimized.

5. For single-family lots and multifamily developments, the number of driveway approaches and curb cuts shall not exceed one approach/curb cut per street frontage. For large multifamily developments and other uses, the number of approaches and curb cuts shall be minimized where feasible to address traffic safety or operations concerns.

6. Vertical Clearances. Driveways, aisles, turn-around areas and ramps shall have a minimum vertical clearance of 13.5 feet for their entire length and width. Parking structures are exempt from this requirement.

7. Vision Clearance. No obstructions may be placed in the vision clearance area except as set forth in section 18.2.4.040.

8. Grades for new driveways in all zones shall not exceed 20 percent for any portion of the driveway. If required by the City, the developer or owner shall provide certification of driveway grade by a licensed land surveyor.

9. All driveways shall be installed pursuant to City standards prior to issuance of a certificate of occupancy for new construction.

10. Driveways for lots created or modified through a land division or property line adjustment, including those for flag lots, shall conform to the requirements of chapter 18.5.3, Land Divisions and Property Line Adjustments.

E. Parking and Access Construction. The development and maintenance as provided below shall apply in all cases, except single-family dwellings, accessory residential units, and duplexes.

1. Paving. All ~~required~~ parking areas, aisles, turn-arounds, and driveways shall be paved with concrete, asphaltic, porous solid surface, or comparable surfacing, constructed to standards on file in the office of the City Engineer.

2. Drainage. All ~~required~~ parking areas, aisles, and turn-arounds shall have provisions made for the on-site collection of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-way, and abutting private property.

3. Driveway Approaches. Approaches shall be paved with concrete surfacing constructed to standards on file in the office of the City Engineer.

4. Marking. Parking lots of more than seven spaces shall have all spaces permanently and clearly marked.

5. Wheel stops. Wheel stops shall be a minimum of four inches in height and width and six feet in length. They shall be firmly attached to the ground and so constructed as to withstand normal wear. Wheel stops shall be provided where appropriate for all spaces abutting property lines, buildings, landscaping, and no vehicle shall overhang a public right-of-way.

6. Walls and Hedges.

a. Where a parking facility is adjacent to a street, a decorative masonry wall or fire-resistant broadleaf evergreen sight-obscuring hedge screen between 30 and 42 inches in height and a minimum of 12 inches in width shall be established parallel to and not nearer than two feet from the right-of-way line, pursuant to the following requirements:

i. The area between the wall or hedge and street line shall be landscaped.

ii. Screen planting shall be of such size and number to provide the required screening within 12 months of installation.

iii. All vegetation shall be adequately maintained by a permanent irrigation system, and said wall or hedge shall be maintained in good condition.

iv. Notwithstanding the above standards, the required wall or screening shall be designed to allow access to the site and sidewalk by pedestrians and shall meet

the vision clearance area requirements in section 18.2.4.040, and shall not obstruct fire apparatus access, fire hydrants, or other fire appliances.

b. In all zones, except single-family zones, where a parking facility or driveway is adjacent to a residential or agricultural zone, school yard, or like institution, a sight-obscuring fence, wall, or fire-resistant broadleaf evergreen sight-obscuring hedge shall be provided, pursuant to the following requirements:

i. The fence, wall or hedge shall be placed on the property line and shall be between five feet and six feet in height as measured from the high grade side of the property line, except that the height shall be reduced to 30 inches within a required setback area and within ten feet of a street property line.

ii. Screen plantings shall be of such size and number to provide the required screening within 12 months of installation.

iii. Adequate provisions shall be made to protect walls, fences, or plant materials from being damaged by vehicles using said parking area.

iv. Notwithstanding the above standards, the required wall or screening shall be designed to meet the vision clearance area requirements in section 18.2.4.040.

v. The fence, wall, or hedge shall be maintained in good condition.

7. Landscaping. In all zones, all parking facilities shall include landscaping to cover not less than seven percent of the area devoted to outdoor parking facilities, including the landscaping required in subsection 18.4.3.080.E.6, above. Said landscaping shall be uniformly distributed throughout the parking area, and provided with irrigation facilities and protective curbs or raised wood headers. It may consist of trees, plus shrubs, ground cover, or related material. A minimum of one tree per seven parking spaces is required.

8. Electric Vehicle Charging. Mixed-use or multifamily residential developments with five or more dwelling units shall provide electrical service capacity by extending conduit to support future electric vehicle charging infrastructure to at least 40 percent of the off-street parking spaces.

9. Where new designated employee parking areas are voluntarily provided in new developments, preferential parking for carpools and vanpools shall be included.

~~8~~**10.** Lighting. Lighting of parking areas within 100 feet of property in residential zones shall be directed into or on the site and away from property lines such that the light element shall not be directly visible from abutting residential property. Lighting shall comply with section 18.4.4.050. (Ord. 3199 § 23, amended, 06/15/2021; Ord. 3158 § 5, amended, 09/18/2018; Ord. 3155 § 11, amended, 07/17/2018)

18.4.3.090 Pedestrian Access and Circulation

A. Purpose. The purpose of this section is to provide for safe, direct, and convenient pedestrian access and circulation.

B. Standards. Development subject to this chapter, except single-family dwellings on individual lots, accessory residential units, duplexes, and associated accessory structures, shall conform to the following standards for pedestrian access and circulation:

1. Continuous Walkway System. Extend the walkway system throughout the development site and connect to all future phases of development, and to existing or planned off-site adjacent sidewalks, trails, parks, and common open space areas to the greatest extent practicable. The developer may also be required to connect or stub walkway(s) to adjacent streets and to private property for this purpose.

2. Safe, Direct, and Convenient. Provide safe, reasonably direct, and convenient walkway connections between primary building entrances and all adjacent streets. For the purposes of this section, the following definitions apply:

   a. Reasonably Direct. A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users.

b. Safe and Convenient. Reasonably free from hazards and provides a reasonably direct means of walking between destinations.

c. Primary Entrance. For a non-residential building, the main public entrance to the building. In the case where no public entrance exists, street connections shall be provided to the main employee entrance.

d. Primary Entrance. For a residential building, the front door (i.e., facing the street). For multifamily buildings and mixed-use buildings where not all dwelling units have an individual exterior entrance, the "primary entrance" may be a lobby, courtyard, or breezeway serving as a common entrance for more than one dwelling.

3. Connections within Development. Walkways within developments shall provide connections meeting all of the following requirements as illustrated in Figures 18.4.3.090.B.3.a and 18.4.3.090.B.3.b:

a. Connect all building entrances to one another to the extent practicable.

b. Connect on-site parking areas, common and public open spaces, and common areas, and connect off-site adjacent uses to the site to the extent practicable. Topographic or existing development constraints may be cause for not making certain walkway connections.

c. Install a protected raised walkway through parking areas of 50 or more spaces, and where pedestrians must traverse more than 150 feet of parking area, as measured as an average width or depth.

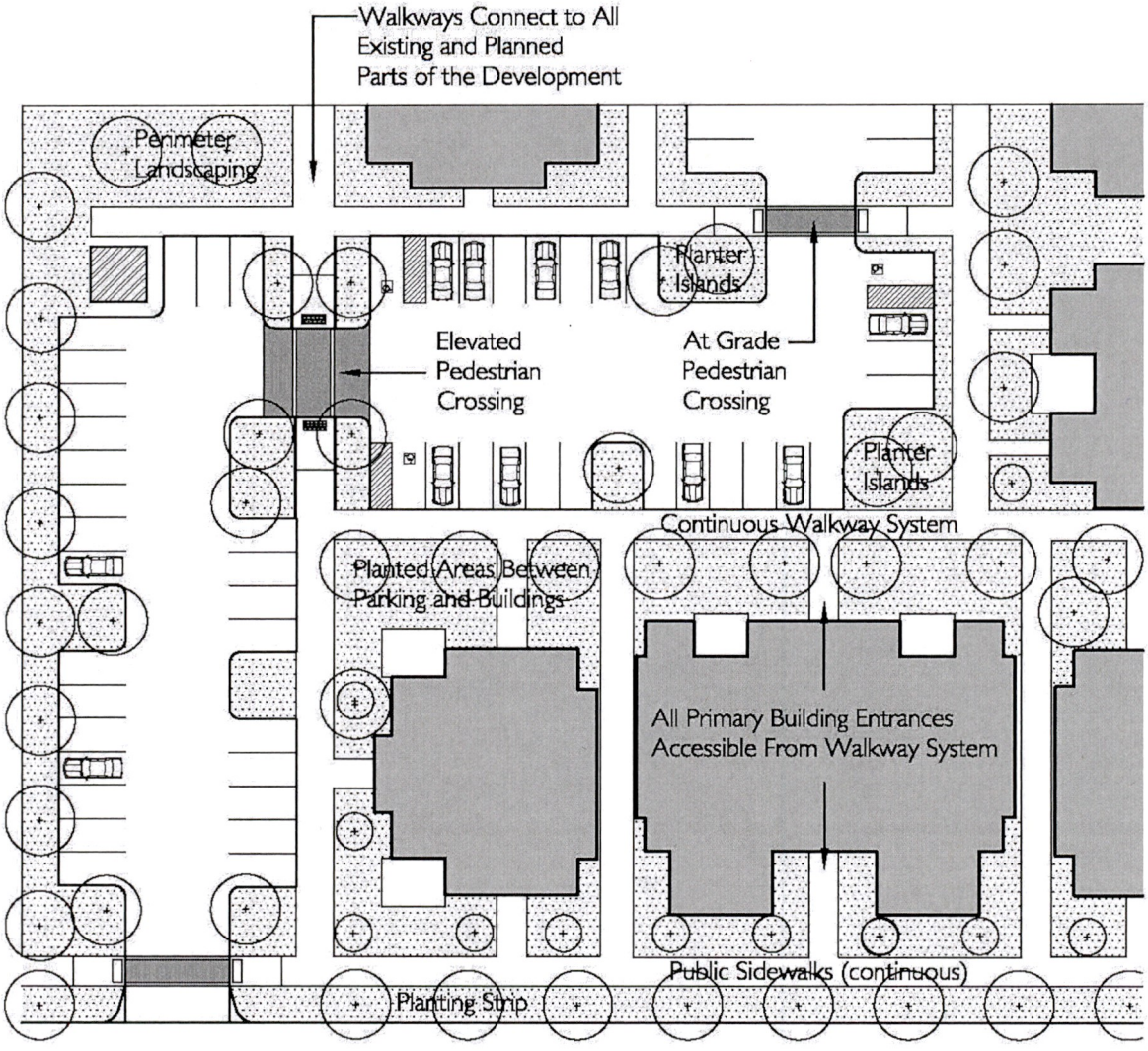


Figure 18.4.3.090.B.3.a. Pedestrian Access and Circulation

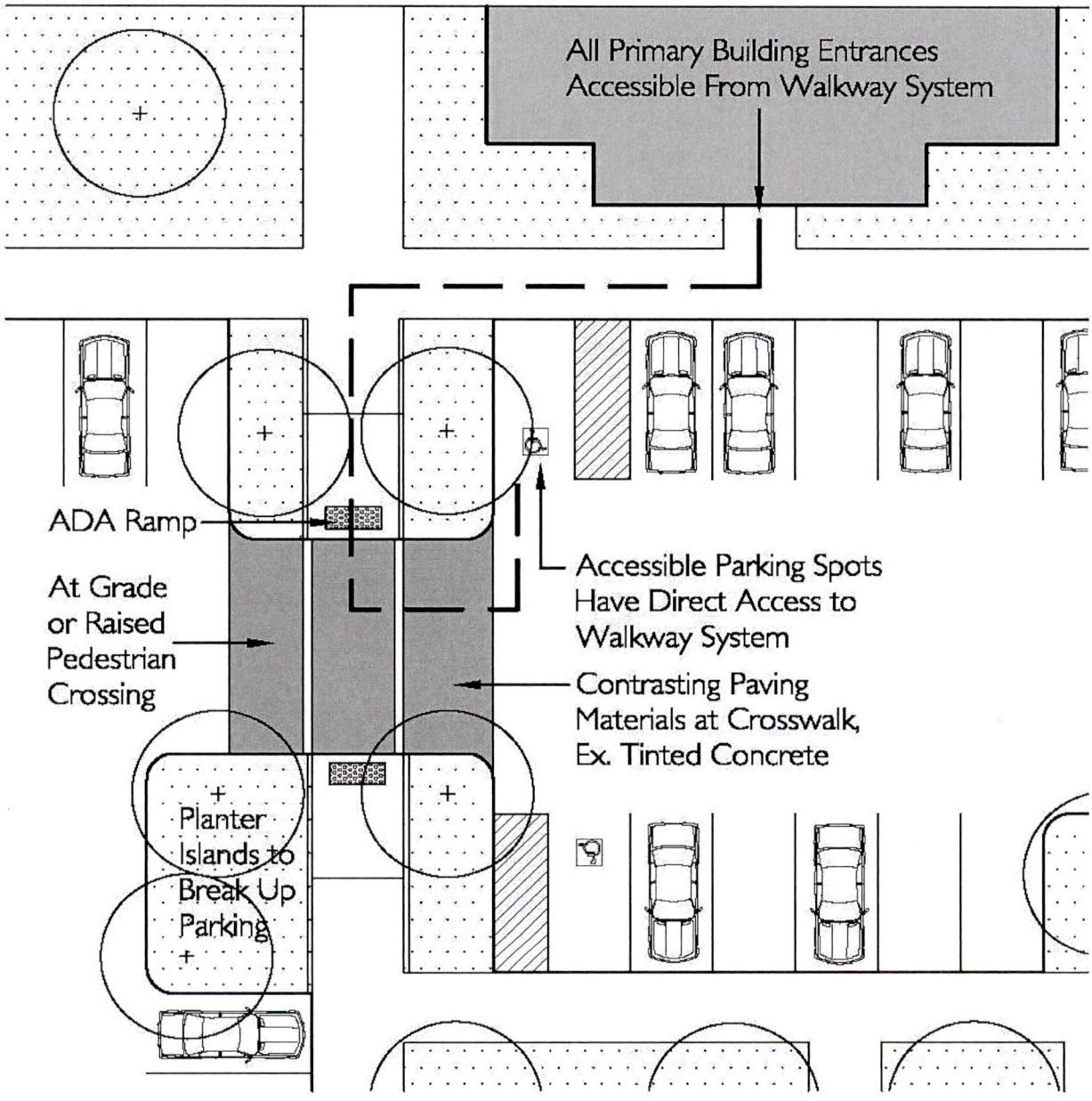


Figure 18.4.3.090.B.3.b. Pedestrian Access and Circulation Detail

4. Walkway Design and Construction. Walkways shall conform to all of the following standards as illustrated in Figures 18.4.3.090.B.3.a and 18.4.3.090.B.3.b. For transportation improvement requirements, refer to chapter 18.4.6, Public Facilities.

a. Vehicle/Walkway Separation. Except for crosswalks, where a walkway abuts a driveway or street, it shall be raised six inches and curbed along the edge of the driveway. Alternatively, the approval authority may approve a walkway abutting a driveway at the same grade as the driveway if the walkway is distinguished from vehicle-maneuvering areas. Examples of alternative treatments are mountable curbs, surface treatments such as stamped concrete or reflector bumps, and using a row of decorative metal or concrete bollards to separate a walkway from a driveway.

b. Crosswalks. Where walkways cross a parking area or driveway, clearly mark crosswalks with contrasting paving materials (e.g., light-color concrete inlay between asphalt), which may be part of a raised/hump crossing area. Painted or thermo-plastic striping and similar types of non-permanent applications may be approved for crosswalks not exceeding 24 feet in length.

c. Walkway Surface and Width. Walkway surfaces shall be concrete, asphalt, brick/masonry pavers, or other durable surface, and at least five feet wide. Multi-use paths (i.e., for bicycles and pedestrians) shall be concrete or asphalt, and at least ten feet wide, in accordance with section 18.4.6.040, Street Design Standards.

d. Accessible routes. Walkways shall comply with applicable Americans with Disabilities Act (ADA) and State of Oregon requirements. The ends of all raised walkways, where the walkway intersects a driveway or street, shall provide ramps that are ADA accessible, and walkways shall provide direct routes to primary building entrances.

e. Lighting. Lighting shall comply with section 18.4.4.050. (Ord. 3199 § 24, amended, 06/15/2021; Ord. 3191 § 24, amended, 11/17/2020)

18.4.3.100 Construction

~~The required p~~**P**arking, access, and circulations facilities, shall be installed **as approved** prior to a release of a certificate of use and occupancy or a release of utilities, and shall be

permanently maintained as a condition of use. However, the Building Official may, unless otherwise directed by the Planning Commission or Staff Advisor, release a temporary certificate of use and occupancy and a temporary release of utilities before the installation of said facilities provided: (1) there is proof that the owner has entered into a contract with a qualified, bonded, and insured contractor for the completion of the parking, including walkways, landscaping, and other elements required by this chapter, with a specified time, and no other conditions of approval are outstanding; or (2) the owner has posted a satisfactory performance bond to ensure the installation of said parking facilities within a specified time.

18.4.3.110 Availability of Facilities

~~Required p~~**P**arking, access, and circulation shall be available for use by residents, customers, and employees only, and shall not be used for the storage or display of vehicles or materials.

Attachment #2

DRAFT Additional Parking Code Amendments (dated 10/17/2023)

Beyond the Parking, Parking Access, and Circulation Chapter (18.4.3), it is important to note that various sections of the land use ordinance will require amendments to effectively address the elimination of minimum parking requirements. In addition to the changes proposed in 18.4.3, several other sections will be amended in the final ordinance presented to the Council for consideration. These amendments reflect the interconnected nature of land use regulations and ensure that the elimination of parking mandates is seamlessly integrated into the broader framework of the city's land use ordinance. This comprehensive approach ensures consistency and clarity in the regulatory framework as it pertains to parking and related land use matters.

Sections which are shown as **~~Bold Strikethrough~~** are to be removed.
Bold Underlined sections are to be added

AMC 18.2.3 Special Use Standards
AMC 18.3.2 Croman Mill District
AMC 18.3.4 Normal Neighborhood District
AMC 18.3.5 North Mountain Neighborhood District
AMC 18.3.9 Performance Standards Option & PSO Overlay
AMC 18.3.14 Transit Triangle Overlay
AMC 18.4.3 Parking, Access & Circulation
AMC 18.5.2 Site Design Review
AMC 18.5.3 Land Divisions & Property Line Adjustments
AMC 18.5.4 Conditional Use Permits
AMC 18.5.5 Variances
AMC 18.5.6 Modifications to Approved Planning Actions

AMC 18.2.2 Base Zones & Allowed Uses

AMC 18.2.2.030

Staff recommends making public parking lots an allowed use in all zones.

AMC 18.2.3 Special Use Standards

~~18.2.3.040.E. Accessory Residential Units Off-street parking spaces are not required for accessory residential units as specified in the parking ratio requirements in section 18.4.3.040.~~

~~18.2.3.090.C.3.i Cottage Housing. Parking shall meet the minimum parking ratios per section 18.4.3.040.~~

18.2.3.100.B.2 Drive-Thru's. All facilities providing drive-up service shall provide ~~**at least two designated parking spaces**~~ **a waiting area to accommodate at least two customer vehicles outside of the queue** immediately beyond the service window or provide other satisfactory methods to allow customers requiring excessive waiting time to receive service ~~**while parked.**~~

18.2.3.110.F. Duplexes. ~~**The property shall have two off-street parking spaces in conformance with the parking ratio requirements in section**~~ 18.4.3.040. Parking spaces shall meet the vehicle area design requirements of section 18.4.3.080, except that parking spaces, turn-arounds, and driveways are exempt from the requirements in subsections 18.4.3.080.D.1 and 2 and paving requirements in subsection 18.4.3.080.E.1. (Ord. 3199 § 6, amended, 06/15/2021)

~~**18.2.3.130.B.4 4. Dwelling in Non-Residential Zone. Off-street parking is not required for residential uses in the C-1-D zone. (Ord. 3167 § 5, amended, 12/18/2018)**~~

18.2.3.180. Manufactured Housing Developments. A. Purpose. The purpose of this section is to encourage the most appropriate use of land for manufactured housing development purposes, to encourage design standards which will create pleasing appearances, to provide sufficient open space for light, air, and recreation, to provide adequate access to ~~**and parking for**~~ manufactured housing sites, and to refer minimum utility service facilities to appropriate City codes.

~~**18.2.3.180.D.8. Off-Street Parking Standards. Each manufactured housing unit shall be provided with one off-street parking space on each manufactured housing site, set back 20 feet from the street. In addition, guest parking facilities of one parking space for each manufactured housing site shall also be provided on the project site, within 200 feet of the units they are intended to serve, either adjacent to the road or in an off-street parking lot. Parking space construction, size, landscaping, and design requirements shall be according to chapters 18.4.3 and 18.4.4.**~~

~~**18.2.3.180.E.8 . Each manufactured housing unit shall have a one parking space located on or adjacent to the unit space. The parking space shall be set back at least 20 feet from the street.**~~

AMC 18.2.3.200 Multi-Family Rental Unit Conversion to For Purchase Housing

C.1 Existing multiple-family dwelling structures may be converted from rental units to for-purchase housing, where all or only a portion of the structure is converted, as set forth in Table 18.2.3.200.C.1, provided the existing structure meets the following regulations of the applicable zone: permitted density, yard requirements, maximum height, maximum lot coverage, open space, maximum permitted floor area, waste enclosures, **~~parking,~~** and bike storage.

C.2.a. Conversion of existing multiple-family structures to for-purchase housing shall comply with the following general regulations and the site development and design standards in part 18.4: number of bike **~~and automobile~~** parking spaces, trash, and recycling enclosures.

AMC 18.2.3.210 Retail Uses Allowed in the Railroad Historic District. Uses are limited to those designed to serve primarily pedestrian traffic. **~~No additional off-street parking is required, except for accessible parking as required by the building code.~~**

~~AMC 18.2.3.220.B.5 Travelers Accommodations. Each accommodation must have one off-street parking space and the business-owner's unit must have two parking spaces. All parking spaces shall be in conformance with chapter 18.4.3.~~

AMC 18.2.3.220.C.4 Accessory Travelers Accommodations. ~~The property must have two off-street parking spaces.~~ The total number of guest vehicles associated with the accessory travelers' accommodation must not exceed one.

AMC 18.3.2 Croman Mill District

AMC 18.3.2.060.A.11 On-Street Parking. On-street parallel parking **may** be required along the central boulevard and local streets as illustrated in Figure 18.3.2.060.A.10. **If** on-street parking is required on streets identified on the On-Street Parking map, angled parking and loading zones are prohibited on these streets. Options addressing the street configuration will be evaluated with the final design of the streets identified on the On-Street Parking map.

18.3.2.060.B.4. Parking Areas and On-Site Circulation. Except as otherwise required by this chapter, automobile parking, loading, and circulation areas shall comply with the requirements of part 18.4, Site Development and Design Standards, and the following standards:

a. Primary parking areas shall be located behind buildings with limited parking on one side of the building, except that parking shall be located behind buildings only where development is adjacent to an active edge street or is within a NC, MU or OE zone.

b. Parking areas shall be shaded by deciduous trees, buffered from adjacent non-residential uses and screened from non-residential uses.

~~**c. Maximum On-Site Surface Parking. After a parking management strategy for the Croman Mill District is in place, a maximum of 50 percent of the required off-street parking can be constructed as surface parking on any development site. The remaining parking requirement can be met through one or a combination of the credits for automobile parking in chapter 18.4.3, Parking, Access, and Circulation.**~~

18.3.2.060.C.13 b. Structured Parking Bonus. A building may be increased by up to one story in height when ~~**the corresponding required**~~ parking is accommodated underground or within a private structured parking facility, subject to building height limitations for the zoning district.

AMC 18.3.4 Normal Neighborhood District

AMC 18.3.4.060.A.4 Required On-Street Parking. On-street parking is a key strategy to traffic calming and may be required along the neighborhood collector and local streets.

AMC 18.3.4.060.B.5 Off-Street Parking. Where provided, a~~A~~utomobile parking, loading and circulation areas must comply with the requirements of chapter 18.4.3, Parking, Access, and Circulation, and as follows:

a. Neighborhood serving commercial uses within the NN-1-3.5-C zone must have parking primarily accommodated by the provision of public parking areas and on-street parking spaces~~**, and are not required to provide private off-street parking or loading areas, except for residential uses where one space shall be provided per residential unit**~~.

AMC 18.3.5 North Mountain Neighborhood District

AMC 18.3.5.040.I. Off-Street Parking. Voluntarily provided ~~O~~**o**ff-street parking shall be provided pursuant to the requirements of this chapter and 18.4.3 Parking, Access, and Circulation~~**, except in the NM-C zone. In the NM-C zone, all uses are not required to provide off-street parking or loading areas, except for residential uses where one space shall be**~~

~~**provided per residential unit and in conformance with chapters 18.4.2 Building Placement, Orientation and Design**~~, and 18.4.4 Landscaping, Lighting, and Screening.

AMC 18.3.5.050 Allowed Uses

Staff recommends making public parking lots an allowed use in all zones.

AMC 18.3.9 Performance Standards Option & PSO Overlay

AMC 18.3.9.060 Parking Standards

All development under this chapter shall conform to the following parking standards, which are in addition to the requirements of chapter 18.4.3, Parking, Access, and Circulation.

A. On-Street Parking Required. ~~**At least one on-street parking space per dwelling unit shall be provided, in addition to the off-street parking requirements for all developments in an R-1 zone, with the exception of cottage housing developments, and for all developments in R-2 and R-3 zones that create or improve public streets**~~. **For all Performance Standards Subdivisions in R-1 zones, and for all Performance Standards Subdivisions in R-2 or R-3 zones which create or improve city streets, at least one on-street parking space per proposed lot shall be provided with the following exceptions.**

1. Where on-street parking is provided on newly created or improved streets, the total number of on-street spaces required should not surpass the available street frontage, with each parking space being considered equivalent to 22 feet in length without interruption and exclusive of designated no-parking areas.

2. Streets outside the City of Ashland's jurisdiction, such as those overseen by the State of Oregon Department of Transportation (ODOT) or Jackson County, which are improved by a development, are not required to provide on-street parking as outlined in this requirement if prohibited or exempted by the governing jurisdiction.

3. Lots containing cottage housing developments, housing units smaller than 750 square feet, or affordable housing are not subject to the requirement of providing on-street parking in Performance Standards Subdivisions.

B. On-Street Parking Standards. On-street parking spaces shall be immediately adjacent to the public right-of-way on publicly or association-owned land and be directly accessible from public right-of-way streets. On-street parking spaces shall be located within 200 feet

of the ~~**dwelling**~~ **lot** that it is intended to serve. In addition, on-street public parking may be provided pursuant to minimum criteria established under subsection 18.4.3.060.A.

C. Signing of Streets. The installation of "No Parking" signs regulating parking in the public right-of-way and any other signs related to the regulation of on-street parking shall be consistent with the Street Standards in 18.4.6.030, and shall be consistent with the respective City planning approval. (Ord. 3147 § 6, amended, 11/21/2017)

AMC 18.3.14 Transit Triangle Overlay

C. Parking ~~Ratios~~. Properties developed under the TT overlay option are subject to the standard requirements of chapter 18.4.3, Parking, Access, and Circulation, ~~except as provided by subsection 18.4.3.030.C~~.

> ~~**1. Multi-Family Dwellings. The minimum number of off-street automobile parking spaces required for multi-family dwelling units for development under the TT overlay option are as follows:**~~
> ~~**a. Units less than 800 square feet – 1 space/unit.**~~
> ~~**b. Units greater than 800 square feet and less than 1,000 square feet – 1.5 spaces/unit.**~~
> ~~**c. Units greater than 1,000 square feet – 2.00 spaces/unit.**~~
> ~~**2. Retail Sales and Services, Offices, and Restaurants. The required off-street parking spaces may be reduced up to three parking spaces for retail sales and services, general office, or restaurant uses. The maximum reduction under this subsection is three parking spaces per building.**~~

~~**D. Availability of Parking Facilities. For properties developed under the TT overlay option, required off-street automobile parking spaces shall be available for use by residents, customers, and employees, and shall not be limited in use by hours or type of user through signage or other legal instrument. Required off-street automobile parking shall not be used for the storage or display of vehicles or materials. (Ord. 3166 § 2 (part), added, 12/18/2018)**~~

AMC 18.4.3 Parking, Access & Circulation

(Amendments to AMC 18.4.3 are presented as a separate Attachment.)

AMC 18.5.2 Site Design Review

AMC 18.5.2.020.A.7 Any change of occupancy from a less intense to a more intensive occupancy, as defined in the building code~~**, or a change in use that requires a greater number of parking spaces**~~.

~~**AMC 18.5.2.020.B.5. Any change in use that requires a greater number of parking spaces.**~~

AMC 18.5.3 Land Divisions & Property Line Adjustments

AMC 18.5.3.060.K ~~**Each flag lot has at least three parking spaces**~~ **Where off-street parking is voluntarily provided on a flag lot, it shall be** situated to eliminate the necessity for vehicles backing out.

AMC 18.5.4 Conditional Use Permits

AMC 18.5.4.050.B.7 Designating the size, number, location, and/or design of vehicle and pedestrian access points or parking and loading areas. *[The city may not require parking, but may want to require less parking than proposed, or require that any voluntarily-provided parking be moved on site or better-screened, etc. to address impacts considered under a Conditional Use Permit]*

AMC 18.5.5 Variances

~~**AMC 18.5.5.030.A.5. Up to ten percent reduction in the number of required parking spaces.**~~

~~**AMC 18.5.5.030.A.6. Up to 50 percent reduction for parking requirements in the Historic District.**~~

AMC 18.5.6 Modifications to Approved Planning Actions

AMC 18.5.6.030.A Authorization of Major Modifications. The approval authority and review procedure for Major Modification applications is the same as for the original project or plan approval. Any one of the following changes constitutes a Major Modification.

1. A change in land use, from a less intensive use to a more intensive use, as evidenced by **parking**~~**,**~~ paved area, estimated an increase in automobile or truck trips (peak and/or average daily trips), an increase in hours of operation, ~~**an increased demand for parking**~~, additional paved area, or similar factors, where the increase is 20 percent or more, provided the standards of parts 18.2, 18.3, and 18.4 are met. *["an increased demand for parking" may be one of the considerations in determining the intensification of use even though there are no off-street parking requirements]*

AMC 18.6.1 Definitions

AMC 18.6.1.030 Shared Parking. ~~**Required p**~~**P**arking facilities for two or more uses, structures, or lots ~~**that are satisfied jointly with the same facilities**~~. See also, chapter 18.4.3Parking, Access, and Circulation.

Council Business Meeting

October 17, 2023

Agenda Item	GIS Award Presentation	
From	Jason Wegner	Director of Innovation and Technology
Contact	jason.wegner@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

Esri, the global leader in location intelligence, presented the City of Ashland's Fire Adapted Ashland program with the Special Achievement in GIS (SAG) Award on July 12, 2023, at the annual Esri International User Conference. Selected from hundreds of thousands of users, the City of Ashland received the award for its innovative use of mapping and analytics technology, as well as leadership in GIS Analysis in support of wildfire adaptation.

POLICIES, PLANS & GOALS SUPPORTED

The City of Ashland Fire Department's Wildfire Division is tasked with identifying and mitigating wildfire risk in and around Ashland and its municipal watershed. The team used GIS to better understand landscape and built environments, highlight regions in the city with elevated risk, and put together programs in support of specific actions that mitigate wildfire potential. Using GIS modeling, staff were able synthesize fire risk on a per-parcel scale based on a variety of environmental factors related to slope, aspect, vegetation, proximity to other structures, and exposure to wildland fuels. Ashland Fire & Rescue is currently working on an update of the analysis to provide a current snapshot of wildfire risk.

REFERENCES & ATTACHMENTS

2023 Special Achievement in GIS (SAG) Press Release

The City of Ashland Honored with Special Achievement in GIS Award

GIS Technology Provider Esri Recognized the City of Ashland at Annual User Conference

REDLANDS, Calif.—*{insert release date}*, 2023—Esri, the global leader in location intelligence, presented the City of Ashland's *Fire Adapted Ashland program* with the Special Achievement in GIS (SAG) Award on July 12, 2023, at the annual Esri User Conference (Esri UC). Selected from hundreds of thousands of users, *the City of Ashland* received the award for its innovative use of mapping and analytics technology, as well as leadership in GIS Analysis in support of wildfire adaptation.

The SAG Award is intended to demonstrate an appreciation for organizations around the world that are using geographic information system (GIS) technology to understand vast amounts of data and solve complex problems.

"Users across all industries continue to show the groundbreaking possibilities of what GIS can help them accomplish," said Jack Dangermond, Esri founder and president. "I am honored to recognize all the organizations for the many ways they are taking a geographic approach toward meeting some of the most pressing challenges our world faces today."

The City of Ashland Fire Department's Wildfire Division is tasked with identifying and mitigating wildfire risk in and around Ashland and its municipal watershed. The team used GIS to better understand landscape and built environments, highlight regions in the city with elevated risk, and put together programs in support of specific actions that mitigate wildfire potential. Using GIS modeling, staff were able synthesize fire risk on a per-parcel scale based on a variety of environmental factors related to slope, aspect, vegetation, proximity to other structures, and exposure to wildland fuels. Ashland Fire & Rescue is currently working on an update of the analysis to provide a current snapshot of wildfire risk.

"Ashland has done a lot of work over the past two decades to understand our wildfire risk and reduce that risk by working with citizens and partner organizations. Using technology like GIS to refine our risk profile helps us more effectively find mitigation funding and invest where we'll get the greatest risk reduction for our investment," said Chris Chambers, Wildfire Division Chief.

Chambers added, "We're honored to be recognized for our use of GIS to protect our citizens,

property, and infrastructure from wildfires we know will impact our community in the future. GIS technology is critical to the safety of our community."

"We are deeply honored to receive this prestigious award. It is a testament to the countless hours of dedication and the unwavering passion we have for harnessing the power of spatial data to address complex challenges," said Jason Wegner, Director of Innovation and Technology for the city. "GIS is not just about maps; it's about making a difference. This award acknowledges the impact that innovative geospatial solutions can have on society, and it motivates us to continue pushing the boundaries of what is possible."

A total of 200 organizations from the commercial industry, defense, transportation, nonprofit work, telecommunications, and government sectors were honored.

Esri staff annually nominate hundreds of candidates from around the world for consideration, and Dangermond selects the finalists.

For another example of how the City of Ashland is setting the trend in the use of geospatial technology to reduce wildfire risk and educate the public, visit the Ashland Forest Resiliency Project Story Map.

###

About Esri

Esri, the global market leader in geographic information system (GIS) software, location intelligence, and mapping, helps customers unlock the full potential of data to improve operational and business results. Founded in 1969 in Redlands, California, USA, Esri software is deployed in hundreds of thousands of organizations globally, including Fortune 500 companies, government agencies, nonprofit institutions, and universities. Esri has regional offices, international distributors, and partners providing local support in over 100 countries on six continents. With its pioneering commitment to geospatial technology and analytics, Esri engineers the most innovative solutions that leverage a geographic approach to solving some of the world's most complex problems by placing them in the crucial context of location. Visit us at esri.com.

About *{Your Organization}*

{Insert organization boilerplate statement.}

Council Business Meeting

October 17, 2023

Agenda Item	Transportation Committee Appointments	
From	Dana Smith	Clerk of the Council Pro Tem
Contact	recorder@ashland.or.us, 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Confirm Mayor Graham's recommendation for the appointment of Julia Sommer to Position #7 on the Transportation Committee for a term ending April 30, 2026.

BACKGROUND AND ADDITIONAL INFORMATION

Ashland Municipal Code (AMC) Chapter 2.13.

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the appointment of Julia Sommer to Position #7 on the Transportation Committee for a term ending April 30, 2026.

REFERENCES & ATTACHMENTS

Attachment 1: Application – Sommer

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Monday, July 24, 2023 8:35:24 AM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Julia Sommer**
Committee or Commission intersted in: **Transportation**
[redacted]
Occupation :
Educational background: **B.A. - UC Berkeley Secondary Teaching Credential - UC Berkeley**
Related Experience: **I served first on the Bike & Ped. Commission, then on the Transportation Commission when Bike & Ped. was folded into that, approx. 2005-2010. This was when the Transportation Commission came up with a detailed transportation plan that was not adopted. I worked hard on getting a bike lane/freight pull-outs through downtown (to no avail).**
Interests: **I would love to see Ashland become truly multi-modal. I'm hoping to have input in the reconfiguring of N. Mountain to make it safe and pleasant for all.**
Availability: **Yes, I'm available day and early evening.**
Additional Information : **I moved to Ashland in 2004, and immediately became involved in planning for Scenic Park. I'm a freelance writer for Ashland.news.**
Signature: **Julia Margaret Sommer**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

Council Business Meeting

October 17, 2023

Agenda Item	Contract with OHRA for State Emergency Order Homeless Shelter Operations	
From	Joesph Lessard	City Manager
Contact	Joe.lessard@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

The City and OHRA have worked together to ensure 71 days of 24/7 emergency order shelter with 30 beds at the 2200 Ashland Street location. An agreement between the City and OHRA will ensure experienced oversight by OHRA of the Emergency Order Shelter.

POLICIES, PLANS & GOALS SUPPORTED

Regional Cooperation, including in support for public safety and homelessness.

Belonging through mutual respect and openness, inclusion, and equity.

Quality infrastructure and facilities through timely maintenance and community investment.

BACKGROUND AND ADDITIONAL INFORMATION

The State of Oregon has the fourth highest rate of unsheltered homelessness in the United States and has seen a 63% increase in homelessness in six years (2017-2022). Specifically, the Jackson County area has seen a 132% increase in homelessness. The Governor has issued an Emergency Homelessness Declaration effective from January 10,2023 to January 10, 2024, for areas with an increase of 50% or greater in homelessness with funding of $11,125,617 to address unsheltered homelessness in the state. The City of Ashland successfully applied for and received $1.158 million of "All In" grant funding from the State as well as $1.0 million in Department of Administrative Services grant funding to address homelessness. Through this contract with OHRA 30 low barrier shelter beds can be provided until January 10, 2024.

FISCAL IMPACTS

This contract is not to exceed $200,000 and operational dollars have been budgeted for in the state grant award.

SUGGESTED NEXT STEPS

Move to approve the contract as the Contract Review Board.

> I move to approve the (insert contract name here) in the amount not to exceed $200,000 for the time specified in the referenced contract.

REFERENCES & ATTACHMENTS

Subrecipient Agreement for Funding Operations of Emergency Shelter Grant Funded Temporary Emergency Shelter
Exhibit A: Grant Activities
Exhibit B: Standard Terms and Conditions
Exhibit C: Special Provisions

Exhibit D: Scope of Work
Exhibit E: Budget
Exhibit F: Program Element, General Terms and Conditions

CITY OF
ASHLAND

SUBRECIPIENT AGREEMENT FOR FUNDING OPERATIONS OF EMERGENCY SHELTER GRANT FUNDED TEMPORARY EMERGENCY SHELTER

This Agreement is between the City of Ashland (the "City"), and Opportunities for Housing, Resources, and Assistance ("OHRA"). This Agreement is effective on the date of the last signature and will not be altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties.

RECITALS

A. The State of Oregon issued Access, the fiscal agent for the Jackson County Continuum of Care, (may also be referenced herein as "Grantee") an award of grant funding under Governor's Executive Order 23-02 declaring a state of emergency on homelessness through a Memorandum of Agreement ("MOA"). Access completed a subrecipient agreement with the City of Ashland thereby awarding the City Emergency Order 23-02 (hereafter referred to as E.O. 23-02) funding through the Jackson County Continuum of Care and obligating the City to comply with the terms and conditions of said agreement ("Subrecipient Agreement").

B. This Agreement between the City and OHRA is based in reliance upon the state of Oregon's MOA with Access (referenced herein as the Master Grant Agreement), and the Subrecipient Agreement between Access and the City of Ashland. The terms and conditions of the Master Grant Agreement and the Subrecipient Agreement are integrated into this Agreement between the City and OHRA and are incorporated herein by reference. (Master Grant Agreement Oregon-502 Exhibit A, Master Grant Agreement 2021-2023 Exhibit B, C and F)

C. To the extent OHRA receives funding under this Agreement, the City must ensure the parties establish terms and conditions for the performance of the purposes of the Master Grant Agreement and maintain financial records reporting necessary to document such performance.

THEREFORE, THIS AGREEMENT is as follows:

1) **Services to be Rendered,** City is contracting with OHRA for the purpose of overseeing and operating a housing focused low-barrier shelter, from November 1, 2023, to January 10, 2024, in response to E.O. 23-02 addressing the homelessness emergency. ("E.O.

Shelter"). Specific conditions, procedures and policies for City services are set forth in **Exhibit A, B, C and F**. And are detailed more fully in **Exhibit D-Scope of Work,** and **Exhibit E-E.O. Shelter Operational Budget.**

2) **Disbursement and Use of Funds.** Upon execution of this Agreement, the City will reimburse up to $200,000.00 in Department of Administrative Services Grant funds to OHRA as Grant support for the purposes described in the Scope of Work attached as Exhibit D, and in accordance with the low-barrier shelter requirements as detailed in the Master Grant Agreement. ("EO Grant Funds")

   (a) EO Grant Funds must be expended or encumbered during the granting period, between September 15, 2023, and January 10, 2024, for projects that will be completed by January 10, 2024, unless otherwise amended.

   (b) OHRA must submit to the City proper account records showing revenue and expenditures for any reporting period as documentation to support the amounts being requested. The City's obligation to disburse EO Grant Funds to OHRA is subject to receiving sufficient and approved documentation from OHRA in order to remain compliant with the Master Grant agreement and general accounting practices as defined by the U.S. Government Accountability Office.

   (c) OHRA shall keep accurate books and records for the activities and funds related to the use of EO Grant Funds. OHRA shall permit the City, and any party designated by it, to inspect at any reasonable time and make copies of any such books and records. OHRA shall retain and keep accessible all records related to this Agreement and the activities funded by this Agreement for not less than three years following the State of Oregon's acceptance of any final reporting.

3) **OHRA Responsibilities.** OHRA represents, warrants and covenants that they shall communicate all applicable requirements to organizations and projects supported by EO Grant Funds related to the E.O. Shelter:

   a) This Agreement executed and delivered by OHRA has been properly authorized by its governing body, and member approval if necessary. The governing body has authorized its signatory representative below to execute this Agreement on behalf of OHRA.

   b) EO Grant Funds disbursed to OHRA may be expended only according to the authorized purposes, wage levels, audit requirements, and limitations as provided in the Master Grant Agreement, attached herein as Exhibit A.

   c) OHRA shall deliver a completed HMIS Report for services rendered pursuant to this Agreement, and consistent with the terms and schedule detailed more fully in the Master Grant Agreement, attached herein as Exhibit A.

d) OHRA shall keep accurate books and records for the activities and funds related to this Agreement. OHRA shall permit the City, and any party designated by it, to inspect at any reasonable time and make copies of any such books and records. OHRA shall retain and keep accessible all records related to this Agreement and the activities funded by this Agreement for not less than three years following the State of Oregon's acceptance of reporting on this activity.

e) In carrying out its responsibilities under this Agreement, OHRA shall not deny benefits to or discriminate against any person based on race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:

   i) Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).

   ii) Section 504 of the Rehabilitation Act of 1973 (20 USC 794).

   iii) Title IX of the Education Amendments of 1972 (20 USC 1681et. seq.).

   iv) Americans with Disabilities Act of 1990 (42 USC sections 12101to 12213).

   v) ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.

f) It shall comply with all Oregon Administrative Rules and published guidelines of the State of Oregon applicable to acceptance and use of funds for the approved Master Grant Agreement.

4) **City Responsibilities.** The City represents, warrants, and covenants that:

a) OHRA is a private nonprofit organization to which the City makes available grant funds.

b) This Agreement executed and delivered by the City has been properly authorized by its governing body, and any other applicable approval and public notice. The governing body has authorized its signatory representative below to execute this Agreement on behalf of the City.

c) The City acknowledges and agrees that any funds disbursed by the City as EO Grant Funds must be utilized exclusively for the authorized purposes, wage levels, audit requirements, and limitations as stipulated in the City's approved Subrecipient Agreement and the Oregon Master Grant Agreement-OR-502. Any modifications or alterations to an approved program or task, as outlined in the Oregon Master Grant Agreement -OR-502, necessitate prior approval from both the City and the State of Oregon.

d) OHRA shall perform according to the purposes of this Agreement, consistent with sections 2 and 3 above, and by the dates or time frames specified in **Exhibit D**.

i) During the period of this Agreement, the City acknowledges and agrees that OHRA shall have the authority to consent to any auxiliary or additional uses of the property site. OHRA shall have the opportunity to veto any such use that is not operated by OHRA on the site.

(1) In the event that the City intends to pursue or approve any auxiliary or additional use of the property site, the City shall provide OHRA with written notice of such intent at least 30 days prior to taking any action or making any decisions related to such use.

(2) OHRA shall have a period of 15 days from the date of receipt of the notice to review and provide its feedback to the City. If OHRA decides to veto the proposed auxiliary or additional use, the City shall not proceed with such use, and it shall not interfere with OHRA's provision of services at the property during the term of this Agreement.

e) City shall keep accurate books and records for all its expenditures and the subgrants related to the use of the funds disbursed to the City through the Subrecipient Agreement and the EO Grant Funds and will maintain these books of account and records in accordance with generally accepted accounting principles and as established by the parties to ensure accurate and timely reports are provided to the State as Grantor. The City shall permit OHRA, and any party designated by it, to inspect at any reasonable time and make copies of any such books and records. OHRA shall supply any related reports and information as OHRA may reasonably require. OHRA shall retain and keep accessible all records related to this Agreement and the activities funded by this Agreement for not less than three years following the end of the granting period specified in section 1.

f) **Administrative Expenses.** OHRA may not collectively use more than 15% of the EO Grant funds for administrative expenses, including the costs of: hardware, software, equipment, technical support, office support, training expenses, and non-programmatic salaries, except for those costs associated with operating the Homeless Management Information System (HMIS). HMIS participation fees, user accounts or a comparable database for victim service providers are not considered administrative expenses.

g) OHRA will cooperate with the City to comply with any E.O. Grant reporting requirements by providing complete, accurate and timely reports satisfactory to the State of Oregon.

5) **Unexpended Grant Money.** Any EO Grant Funds disbursed to OHRA, or any interest earned by it on those funds, that is not used according to this Agreement, or that remains

after the granting period specified in section 2 or after this Agreement is terminated, must be immediately returned to the City, unless otherwise allowed or directed by the City.

6) **Insurance.** OHRA Insurance. OHRA 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. Worker's compensation insurance is required if work is performed by employees, subcontractors, or volunteers.

      BY INITIALING THIS SENTENCE, THE CONTRACTOR CERTIFIES UNDER PENALTY OF LAW THAT THE WORK REQUIRED BY THIS CONTRACT SHALL BE PERFORMED SOLELY BY THE UNDERSIGNED: _____.

   b) General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. Annual aggregate limit shall not be less than $2,000,000.00.

   c) Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

   d) **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

   e) **Additional Insured.** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the City of Ashland, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to OHRA's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

7) **Indemnity.** OHRA and the City (Consistent with Oregon Tort Claims Act, ORS Chapter 30.260 TO 30.300) agree to indemnify and hold harmless each other, their employees, contractors, officers, and directors from and against any and all claims, suits or actions of whatever nature resulting from or arising out the wrongful acts of the party primarily responsible for the injury, or their subcontractors, agents or employees related to this Agreement. Should any party assume exclusive defense and control of any matter

otherwise subject to indemnification by the indemnifying party, the indemnifying party will cooperate with the other party in asserting any defenses available to that party.

8) **Choice of Law; Legal Venue.** 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.

9) **Termination; Defaults and Remedies.** This Agreement may be terminated by mutual written consent by all parties.

OHRA and the City, separately and individually, shall be considered in default upon the happening of any of the following events, referred to as "Events of Default", if:

a) Any representation, warranty, or statement made by a defaulting party to the other party, either directly or on behalf of the defaulting party, concerning this Agreement or in any document or report furnished by or on behalf of the defaulting party and relied upon by the other party to assess the advancement, execution, or disbursement of EO Grant Funds, is materially untrue at the time of its assertion.

b) A defaulting party (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any corporate action for the purpose of effecting any of the foregoing.

c) A proceeding or case is commenced, without the application or consent of a defaulting party, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of a defaulting party, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of a defaulting party or of all or any substantial part of its assets, or (iii) similar relief in respect to a defaulting party under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against a

defaulting party is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

d) Other than as set forth in a), b) or c) above, a defaulting party fails to perform, observe or discharge any of its covenants, agreements or obligations pertaining to this Agreement, and such failure is not cured within fifteen days of written notice to a defaulting party from the other party or a period of longer time established by the other party in its notice.

10) **Remedies.** Upon the occurrence of any Event of Default, the other party may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of the other party's obligation to make the grant or any further disbursement under this Agreement, return of all or a portion of the grant amount, payment of interest earned on the grant amount and declaration of ineligibility for the receipt of future other party grants. If, as a result of an Event of Default, the other party demands the return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, a defaulting party shall pay the amount upon the other party's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

11) **Compliance with Laws.** OHRA and the City each warrant that it is not in violation of any Oregon tax laws, including by not limited to state tax imposed by ORS 320.005 ri 320. 150 and 403.200 to 403.250 and ORS Chapter 118, 314, 316, 317, 318, 321, and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620; and will comply with these Oregon Tax Laws during the term of this Agreement.

Acknowledged and agreed to by:

City of Ashland (City)

_____ _____

City Manager Date

Opportunities for Housing, Resources, and Assistance, (OHRA)

Carol K Sinclair 10/11/2023

Authorized Signer Date

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Exhibit A

Grant Activities

1. Description

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including, but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

1. Prevent homelessness for 8,750 households statewide;
2. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
3. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

2. Grant Activities

A. **Regional Unsheltered Homelessness Emergency Response Plan**. Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.

B. **Compliance with Agreement**. Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including, but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the

obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

C. **Housing Focused** All activities conducted under this Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status, or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

D. **No Supplanting of Other Funds**. Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.

E. **Client Evaluation**. Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);

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- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

- No subsequent residence has been identified; AND

- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;

- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;

- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND

- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;

- Has no other safe residence; AND

- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

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- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria at time of initial engagement:
    - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - **Category 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. **Low Barrier Shelter Requirement.** Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

> Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or

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agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;

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- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services, but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. **New Shelter Bed Requirement**. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. **Habitability Requirements**. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

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- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. **Use of Grant Funds.**_Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including, but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.

(i) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.

(ii) **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.

(iii) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.

B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.

C. Street outreach services, including housing navigation and placement services

D. Sanitation services

E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are

rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:

i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;

ii. General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;

iii. Board expenses (excluding meals);

iv. Planning and implementation of MAC group infrastructure

v. Organization-wide membership fees and dues specific to the Program;

vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and

vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program, but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient

shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

(1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.

(2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

(3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.

(4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

(5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.

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(6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.

(7) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.

B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

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Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	**Definition**	**Minimum Period of Use**
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership
Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

MASTER GRANT AGREEMENT 2021-2023

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. **Disbursement of Grant Funds; Allowable Costs.**

1.1 Disbursement

1.1.1 Funding Availability. Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

1.1.2 Implementation Report. OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

1.1.3 Notices of Allocation (NOAs). Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

1.1.4 Federal Funding Terms. Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

1.1.5 Backup Documentation; Substantiation.

1.1.5.1 Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

1.1.5.2 Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

1.1.5.3 Approval by OHCS. OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

1.2 Conditions Precedent to Disbursement. OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

1.2.1 OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

1.2.2 No default as described in Section 12 of this Exhibit B has occurred; and

1.2.3 Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

1.3 Advances and Reimbursement of Grant Funds.

1.3.1 Generally. Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

1.3.2 Advance of Funds (Projected). Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administrative feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

1.3.3 Reimbursement of Funds. When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

1.4 Disallowance of Costs.

1.4.1 OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

1.4.2 If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.3 If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.4 Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

1.5 Unallowable Costs and Lobbying Activities. Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR

Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

1.6 No Duplicate Payments. Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that re paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a debt not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

1.7 Suspension of Funding and Project. OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify it cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

2. Nonexclusive Remedies Related to Funding.

2.1 Spending Down and Reallocation Policy. All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

2.1.1 Minimum Spending Targets:

At 25% through expenditure period, at least 10% of the funding must be spent
At 50% through expenditure period, at least 25% of the funding must be spent
At 75% through expenditure period, at least 65% of the funding must be spent
At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding sources total allocation or a combined total of $100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

2.2 OHCS and Subgrantee Collaboration to Cure. When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

2.3 Subgrantee Board and Housing Stability Council Notification Protocols.

2.3.1 Board Notification. OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.

2.3.2 Housing Stability Council Notification. If all efforts to retain funding in Subgrantee's intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

2.4 Withholding, Retention, and Redistribution of Grant Funds.

2.4.1 Withholding. OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

2.4.2 Retention or Redistribution of Grant Funds.

2.4.2.1 Due to Non-Timely Use. If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.2.2 Due to Substantial Difference. If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

2.4.3 Repayment of Excess Disbursed Funds.

2.4.3.1 Due to Modified NOA. If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.2 Due to Overpayment. If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.3 Return of Unexpended Funds. Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

3. Rollover Funds From a Prior Grant Agreement.

3.1 Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" grant funds.

3.2 Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

4. Online Systems.

4.1 Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the "Sites") at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

4.2 Sites' Terms and Conditions. As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

4.3 Local Data Collection. Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

4.4 Data Rights. Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting for this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

4.5 Disclaimer of Warranties. Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

4.6 Limitation of Liability. Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

4.7 Indemnification. Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

5. Fixed Assets. If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

5.1 High Risk Items. Fixed assets with a value greater than $5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

5.2 Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

5.3 Insurance. Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

5.4 Loaned Equipment / Property Disposition. All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

5.5 Disposal Requiring Prior Approval. When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than $5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

5.5.1 Items of equipment with a current per-unit, fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

6. Compliance and Monitoring.

6.1 Compliance.

6.1.1 Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

6.1.2 Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

6.1.3 Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

6.2 OHCS to Monitor Subgrantee.

6.2.1 OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

6.2.2 OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

6.2.3 OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

6.2.4 OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

6.2.5 OHCS may require Subgrantee to perform some level of random audit of Program applications.

6.2.6 OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

6.3 Subgrantee to Fully Cooperate. Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

6.4 Subgrantee to Monitor Its Subrecipients.

6.4.1 At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

6.4.2 Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

6.5 OHCS Findings and Reports.

6.5.1 Monitoring Visits; Reports. During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

6.5.2 Ongoing Monitoring. OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

7. Representations and Warranties.

7.1 Organization / Authority. Subgrantee represents and warrants that:

7.1.1 Subgrantee is duly organized and validly existing in the State of Oregon;

7.1.2 Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

7.1.3 This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

7.1.4 If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
7.1.5 There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

7.2 False Claims Act. Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

7.3 No Limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

8. Confidentiality.

8.1 Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

8.2 Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

9. Insurance Requirements. Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than $500,000.00. In no event shall Automotive insurance coverage be less than $500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers' liability insurance coverage limits of not less than $500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

10. Subgrantee Status and Certifications.

10.1 Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

10.2 Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

10.3 Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

10.4 Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

10.5 Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

10.5.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

10.5.2 Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

10.5.3 Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 10.5.2 of this Exhibit B above;

10.5.4 Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

10.5.5 Is included on the list titled **"Specially Designated Nationals and Blocked Persons"** maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

11. Governing Law; Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

12. Default.

12.1 Subgrantee. Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

12.1.1 Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

12.1.2 Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

12.1.3 Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

12.1.4 A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

12.2 OHCS. OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

13. Remedies.

13.1 OHCS Remedies.

13.1.1 In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

13.1.2 Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

13.1.3 No Waiver. No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13.1.4 Survival. Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

13.2 Subgrantee Remedies. In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

14. Termination.

14.1 Mutual. This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 By OHCS. OHCS may terminate this Agreement as follows:

14.2.1 At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

14.2.2 Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

14.2.4 Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

14.3 By Subgrantee. Subgrantee may terminate this Agreement as follows:

14.3.1 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

14.3.2 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

14.3.3 Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

14.4 Cease Activities. Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

15. Miscellaneous.

15.1 Conflict of Interest.

15.1.1 Generally. By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement

and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

15.1.2 Conflict of Interest Policy and Reporting. A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

15.2 Nonappropriation. OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

15.3 Amendments.

15.3.1 OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

15.3.2 Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

15.3.3 All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

15.4 Notices. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

15.5 Required Notifications to OHCS. In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

15.6 Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

15.7 Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

15.8 Severability. The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

15.10 Indemnity. Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

15.11 Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

15.12 Compliance with Law. In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

15.13 No Third-Party Beneficiaries. OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

15.14 Assignment and Successors. Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

15.15 Contracts and Subgrants. Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

15.16 Time of the Essence. Time is of the essence in the performance of this Agreement.

15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

15.18 Records Maintenance and Access. Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

15.19 Audits.

15.19.1 OHCS Required Audits. As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

15.19.2 Federal Audits. If Subgrantee expends $750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

15.20 Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

15.21 Agreement Documents. This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

15.22 Merger. This Agreement, all Exhibits, and all incorporated documents, 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 Agreement.

15.23 Waiver. No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

15.24 Diversity, Equity, and Inclusion. OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

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MASTER GRANT AGREEMENT 2021-23

EXHIBIT C

SPECIAL PROVISIONS

1. Procurement.

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

a. Contracts for Goods and Services.

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law. http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login.

2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than $5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:

   a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.

   b. Comply with Exhibit B, Section 5, Fixed Assets.

b. Construction Contracts.

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.

2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, https://www.oregon.gov/ccb/Pages/index.aspx

2. Wage Determinations.

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; www.wdol.gov; and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (**PWRL**) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

3. Emerging Small, Minority, Women-Owned Business Objectives.

It is an important business objective of OHCS to promote the economic enhancement of small businesses (**SBE**), minority businesses (**MBE**), and women-owned businesses (**WBE**). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. https://oregon4biz.diversitysoftware.com/

4. Subrecipient Agreements (Subawards).

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

a. The services or benefits that the Subrecipient must provide when delivering the program.

b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).

c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.

d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

5. Subgrant or Contractual Determination.

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

a. Use of Judgment in Making Determination.

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

b. Applicability to For-profit Subrecipients.

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

c. Compliance Responsibility for Contractors.

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

6. Responsibility for Work.

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

7. Implementation Report(s) and Budget(s).

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

8. Maintenance of Programmatic Capacity and Non-Compliance.

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

9. Financial Integrity.

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.

b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:

1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.

2. In payment of eligible activities or services performed under this Agreement.

3. In payment of services performed or supplies delivered during the applicable Program Element period;

4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and

5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.

c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.

d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:

1. An agreement that complies with the requirements of this Agreement.

2. Documentation of the non-profit status of the subrecipient; and

3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.

4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.

e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:

1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.

2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.

3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.

f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

10. Programmatic Integrity

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.
Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

11. Reporting

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.

FSRs (Financial Status Reports) are due to OHCS on the 20th of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

12. Eligibility Determination.

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

[The balance of this page is intentionally left blank.]

EXHIBIT D-SCOPE OF WORK

E.O. SHELTER

OHRA shall be the E.O. Shelter Service Provider and shall be responsible for providing E.O. Shelter Operations from the period November 1, 2023 to January 10, 2024. The E.O. Shelter shall be open 24 hours a day, 7 days a week during said period, unless otherwise mutually agreed to by the City and by OHRA. E.O. Shelter Operations shall include:

- Hiring, training and overseeing 24-hour on-site staffing, including Firewatch, which OHRA deems adequate to safely operate the E.O. Shelter.
- Cleaning, sanitizing and stocking needed sanitation supplies at the E.O. Shelter location.
- Providing an intake application and screening process and approving which applicants shall utilize the E.O. Shelter, all in accordance with the Master Grant Agreement and criteria for Low Barrier Shelter requirements.
- Coordination with City staff to ensure criminal background checks of potential E.O. Shelter guests are completed prior to E.O. Shelter placement.
- Data collection and management of E.O. Shelter guests through the HMIS system.
- Providing required reporting through the HMIS system in accordance with the Master Grant Agreement.
- Maintaining general insurance for E.O. Shelter operations, but not for E.O. Shelter building and grounds
- Providing one hot meal per day for each E.O. Shelter guest.
- General oversight of E.O. Shelter building and grounds during period of operation, reporting any building issues to the City, and contracting with service providers for cleaning the E.O. Shelter and for maintaining walkways so they are accessible in inclement weather.
- Providing navigation services and referrals, to the best of OHRA's ability, including but not limited to appropriately placing individuals who are transitioning from the E.O. Shelter, intentionally or unintentionally, or who are deemed inappropriate for this E.O Shelter venue.
- Operate and provide services for the Laundry Shower Trailer ("LST") to be operated at the E.O. Shelter site.

The City of Ashland shall be responsible for:

- Cost of Utilities on E.O. Shelter building/grounds including water, electric, heat, garbage service, internet, phone, security cameras and lighting.
- Reimbursing OHRA for all costs it incurs related to EO Shelter Operations, including but not limited to staffing, insurance, cleaning, and maintenance, and all costs related to the operation of the Laundry Shower Trailer (LST).

- Any costs related to general E.O. Shelter building maintenance including lawn mowing, snow removal, de-icing walkways, and landscape maintenance.
- Ensuring completion of and payment for any improvements to the building relating to the facility needs of the E.O Shelter, including fence/gate installation and repairs, utilities installation to serve the LST, the construction of a designated covered smoking area, and any other construction for planned upgrades and any permit and planning fees associated with those upgrades or any other improvements.
- Maintaining general insurance for the shelter building and grounds.
- Ordering, overseeing installation and maintenance, and covering costs related to porta-potties and hand wash stations.

MASTER GRANT AGREEMENT 2021-23

EXHIBIT E

BUDGET

Actual direct operation cost, excluding food costs, not to exceed $200,000.00 during contract period per the Agreement, Section 2 – Disbursement and Use of Funds.

2021-2023 MASTER GRANT AGREEMENT

Exhibit F, Program Element, General Terms and Conditions

Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

1) Assure that program funds are used only for program services consistent with program requirements.

2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.

3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.

4) Serve only households whose eligibility has been determined in compliance with program requirements.

5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.

6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.

7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.

8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

   a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.

   b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.

   c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.

   d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.

   e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.

10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.

11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.

12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.

13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.

14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.

15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

Council Business Meeting

October 17, 2023

Agenda Item	Resolution 2023-25 - A Resolution to Approve Transitional Housing Accommodations	
From	Doug McGeary	Acting City Attorney
Contact	doug.mcgeary@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

ORS 197.746, "Transitional Housing Accommodations" states (in part), "Inside an urban growth boundary, a local government may authorize the establishment of transitional housing accommodations used as individual living units by one or more individuals. Use of transitional housing accommodations is limited to individuals who lack permanent or safe shelter and who cannot be placed in other low income housing." The Ashland Emergency Shelter at 2200 Ashland Street is meant to fit within this definition as a means with which to meet the immediate shelter needs of the unhoused in our community.

In the establishment of the Ashland Emergency Shelter, Council has worked towards this end. This resolution clarifies that position within the transitional housing/ landlord-tenant context. Transitional housing that meets the criteria set forth in ORS 197.746 are exempt from the landlord tenant statute.

POLICIES, PLANS & GOALS SUPPORTED

This resolution acknowledges that each community member is entitled to a basic level of dignity, respect, and wellness, regardless of whether they are housed or unhoused. This is one step in a City-wide approach to addressing livability and houselessness in our community.

SUGGESTED NEXT STEPS

- I move to approve Resolution 2023-25.

REFERENCES & ATTACHMENTS

- Resolution 2023-25
- ORS 197.746

Better Together

RESOLUTION NO. 2023-25

A RESOLUTION TO APPROVE TRANSITIONAL HOUSING ACCOMMODATIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

~~25 existing~~ ~~the structure~~

The City Council authorizes the establishment of a transitional housing accommodation ~~25 identified~~ located at 2200 Ashland Street to be used for individuals who lack permanent or safe shelter and who cannot be placed in other low income housing.

25 identified as the existing structure

ADOPTED by City Council this _____ day of _____, 2023

ATTEST:

_____
Dana Smith, Interim Clerk of the Council

SIGNED and APPROVED this _____ day of _____, 2023

_____
Tonya Graham, Mayor

Reviewed as to Form:
Douglas McGeary,
Acting City Attorney

197.746 Transitional housing accommodations. (1) Inside an urban growth boundary, a local government may authorize the establishment of transitional housing accommodations used as individual living units by one or more individuals. Use of transitional housing accommodations is limited to individuals who lack permanent or safe shelter and who cannot be placed in other low income housing. A local government may limit the maximum amount of time that an individual or a family may use the accommodations.

(2) Transitional housing accommodations are intended to be used by individuals or families on a limited basis for seasonal, emergency or transitional housing purposes and may include yurts, huts, cabins, fabric structures, tents and similar accommodations, as well as areas in parking lots or facilities for individuals or families to reside overnight in a motor vehicle, without regard to whether the motor vehicle was designed for use as temporary living quarters. The transitional housing accommodations may provide parking facilities, walkways and access to water, toilet, shower, laundry, cooking, telephone or other services either through separate or shared facilities. The Oregon Health Authority may develop public health best practices for shared health and sanitation facilities for transitional housing accommodations.

(3) Transitional housing accommodations are not subject to ORS chapter 90.

(4) As used in this section, "yurt" means a round, domed tent of canvas or other weather resistant material, having a rigid framework, wooden floor, one or more windows or skylights and that may have plumbing, electrical service or heat. [Formerly 446.265]

Council Business Meeting

October 17, 2023

Agenda Item	City Council Election to Fill City Recorder Vacancy	
From	Joesph Lessard	City Manager
Contact	Joe.lessard@ashland.or.us 541-552-2103	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

The elected officer position of City Recorder has been vacant since August 31, 2023. Pursuant to City Charter Article 3-Elective Officers, Section 4: A vacant elective office in the City shall be filled within sixty (60) days by the Council electing some qualified person to fill such vacancy. The appointee's term of office shall begin immediately upon appointment and shall continue until a successor, elected at the next biennial elections, takes office for the unexpired term. It is recommended that Alissa Kolodzinski be appointed to carry out the term until the next biennial election or charter change to allow for continuity of service from the City.

BACKGROUND AND ADDITIONAL INFORMATION

On June 20, 2023, Dana Smith was appointed the Clerk of the Council Pro Tem to conduct the business of the Recorder during the interim period of July through October as the City and Council require a capable and knowledgeable individual to assume the responsibilities of the City Recorder. Due to the City Charter requirement of residence within City limits and the expiration of the interim period the Mayor must appoint a qualified (qualified defined as residing within City limits) individual to fill the vacancy. As Ms. Smith resides outside City limits, she may not be appointed to carry out the term until the next biennial election or charter change.

Alissa Kolodzinski resides within the city limits of Ashland and is currently employed by the City and has been working with Dana Smith to learn recorder duties and can continue to work with Ms. Smith to ensure efficiency and accuracy with regards to recorder duties such as serving the public with timely records requests, processing liquor licenses and timely production of meeting minutes. The City needs a knowledgeable and responsive person in this position to ensure customer service and timely work.

FISCAL IMPACTS

This position is budgeted for and will not have a fiscal impact.

SUGGESTED NEXT STEPS

Motion: I move to appoint Alissa Kolodzinski to carry out the term of the Recorder until the next biennial election in November 2024 or voter approval of a charter change of the City Recorder's position, whichever occurs first.

REFERENCES & ATTACHMENTS

- City Charter - Article 3 Elective Officers
- City Charter - Article 6 Recorder

Better Together

ARTICLE 3 Elective Officers

Section 1. Elective Officers The elective officers of the City shall be: a Mayor, Recorder, six (6) Council Members, five (5) Park Commissioners and a Municipal Judge. (Charter amendment 5-23-78)

Section 2. Qualifications All elective officers except the Municipal Judge shall be residents and qualified voters in the City. (Charter amendment 5-23-78).

Section 3. Salaries Any change in the amount of the present compensation received by elective officers, except for the Recorder and Municipal Judge, shall be submitted to the vote of the people; however, the salary of the elected Recorder shall be in the amount being paid in 1974 and be adjusted starting with the fiscal year 1974-75 in the same percentage as the average salary adjustments of the other supervisory employees and department heads of the City of Ashland; further, the salary of the Municipal Judge will initially be the same as for the year 1978-79 and thereafter to be adjusted in the same percentage as the average salary adjustment of the other supervisory employees and department heads of the City of Ashland. (Charter amendment 5-23-78).

Section 4. Vacancies An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony; other offense pertaining to his/her office, or unlawful destruction of public records; resignation; recall from office or ceasing to possess the qualifications for the office; or, in the case of the Mayor or Council Member, upon his/her absence from the City for thirty (30) days without the consent of the Council or upon his/her absence from meetings of the Council for sixty (60) days without like consent, and subsequent declaration of the vacancy by a two-thirds affirmative vote of the Council.

A vacant elective office in the City shall be filled within sixty (60) days by the Council electing some qualified person to fill such vacancy. The appointee's term of office shall begin immediately upon appointment and shall continue until a successor, elected at the next biennial election, takes office for the unexpired term. The Council shall have the power, by a two-thirds affirmative vote, to expel any member of the Council for disorderly conduct in Council or inattention to duties. No Council member shall be expelled without notice and a hearing by the Council.

Section 5. Term The term of all elective officers shall begin the first day of January following their election.

Section 6. Interest in City Contracts During the term of office, no elective officer shall violate any provision of the State of Oregon Code of Ethics as contained in ORS Chapter 244. (Amended by vote 11-8-94.)

ARTICLE 6 Recorder

Section 1. Term The Recorder in office at the time this Charter takes effect shall continue in office until the end of his/her term of office as fixed by the Charter of the City in effect at the time this Charter is adopted. At each biennial general election held in 1970, and every fourth year thereafter, a Recorder shall be elected for a term of four (4) years.

Section 2. Powers and Duties The Recorder shall act as Clerk of the Council and shall keep plain and correct records of all business and proceedings of the Council. He/she shall maintain a file of all papers presented to him/her officially, and safely keep all files, records and papers of the corporation pertaining to his/her office, and these shall be open to the public. At the expiration of his/her term of office, he/she shall turn over to his/her successor any and all records, books, and papers pertaining to said office.

The Recorder must draw all orders for the proper payment of monies against the proper funds that have been appropriated by the City Council, and, together with the Mayor, sign the same. He/she may make periodic audits of all City accounting records.

The Recorder, shall, as soon as the Council shall make a general levy of the taxes for the city, certify the same, together with any and all special benefits and assessments then due, to the Clerk of the County Court.

The Recorder shall record, in a book to be kept for that purpose, all ordinances and resolutions passed by the City Council, and the same shall be signed by the Recorder, as well as signed and approved by the Mayor therein.

Section 3. Vacancy A willful absence of the Recorder from the City for more than thirty (30) days without the consent of the Council, carelessness or inattention to the duties of the Recorder, shall be grounds for the Council to declare the office vacant; and it may fill such vacancy in the same manner as vacancies in the office of Council members are filled.

Section 4. Absence In the Recorder's absence, the Mayor shall appoint a Clerk of the Council Pro Tem who, while acting in that capacity, shall have all the authority and duties of the Recorder.

From: City of Ashland, Oregon
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted
Date: Tuesday, October 17, 2023 11:28:15 AM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Anonymous**
Phone:
Email: **Anonymous@anonymous.com**
Meeting Date : **10/17/23**
Type of Testimony: **WRITTEN**
Written Testimony: **I urge you to look at whether or not Alissa Kolodzinski has any relevant employment experience to fulfill the duties as City Recorder, other than the fact that she resides in Ashland. She has already been handed a considerable promotion without a proper process in her less than one year of working for the City. Don?t let this be a repeat of poor hiring practices. This is one of the highest paying jobs and shouldn?t just be handed to someone based on where they live.**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

From: Russ Silbiger
To: City Council
Subject: With Utter Contempt
Date: Sunday, October 15, 2023 10:58:41 AM

[EXTERNAL SENDER]

With Utter Contempt For The Citizens Tuesday the Council will (finally) appoint a replacement elected official 'The City Recorder", Apparently the found a staff person who lives in Ashland to take the job. First, the Council needed to decide on the process to do this. They did it secretly, behind closed doors. That was illegal. Second, they never, ever, asked the Citizens of Ashland if anyone was interested in becoming The City Recorder. They just picked who they wanted. That is unethical. That is not how you pick an elected official. Third, they don't give us ANY information on who this person that is being gifted this important position: The City Recorder is (well was) the citizen's eyes and ears at City Hall. Not anymore Just a name. We have to take their 'word' that this person is qualified. That this person can do the job. That this person wants the job. Imagine if a Mayor's position became available again, the only opportunity for the public to participate AT ALL, from the process to the choice was when Council approved a name that was some staff's choice. That's exactly what Council will do Tuesday And they won't care

From: City of Ashland, Oregon
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted
Date: Tuesday, October 17, 2023 9:43:59 AM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Allison Wildman**
Phone:
Email: [redacted]
Meeting Date : **10/17/23**
Type of Testimony: **WRITTEN**
Written Testimony: **We are dismayed and frustrated with the process (or lack of) the City of Ashland has taken to purchase property without any public input and designate it as ANOTHER homeless shelter in south Ashland within a quarter mile of an existing shelter. It is irresponsible for you to move forward with a project such as this without laying the foundation to protect your constituents. I would like to request that the council move to amend that or refuse to approve the contract with OHRA "as is" unless all the local stakeholders (neighbors, businesses, and schools) have a way to have their concerns and voices heard. We are not sure that any of our concerns have been passed to OHRA, and this would make communication even less likely. The city represents the voice of the people, and for them to not have any say in the shelter operations seems ill-advised. I would also like you to postpone the vote approving 'A Resolution to Approve Transitional Housing Accommodations' until the community, city, and OHRA can come to terms on what is acceptable within the immediate area of a residential neighborhood. The language in the Resolution does not give our neighborhood confidence that there is a true plan for the use of the space and it is unacceptable to pass something without your due diligence to protect Ashland residents from the fallout of a poorly executed shelter plan. I would also like you to add the following requests to your next agenda and work to implement them immediately for the safety and protection of your constituents. #1 ? Immediately update the ordinances for south Ashland to match the Enhanced Law Enforcement Area currently in place downtown so that our police are empowered to give citations, etc. (We would like this applied from the intersection of Siskiyou & Ashland St to Ashland Hills Inn, and from East Main to Siskiyou Blvd.) #2 - Increase police presence in the defined area before Nov 1 - kiosk, increase beat, morning and evening sweeps (daily); One officer designated as our point person for communication/updates. #3 - Data analytics provided by the city - re: baseline vs monthly reports; Measuring all City, EMT/Fire, and Police calls (such as requests for clean-up and trash removal, general nuisance, noise), whether citations were issued (and if so, for what) #4 - Visual/sound barrier in the immediate area of the building before Nov 1 - privacy, trash mitigation plan (in hotspot areas), noise mitigation (dogs, yelling, sirens, emergency vehicles, etc.) #5 - Match City of Medford camping ordinances #6 - NO purchasing/annexing or otherwise acquiring land for expansion of homeless services in the immediate area.**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:

From: City of Ashland, Oregon
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted
Date: Saturday, October 14, 2023 1:39:13 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Jan Weydemeyer**
[redacted]
Meeting Date : **October 17, 2023**
Type of Testimony: **WRITTEN**
Written Testimony: **Dear Mayor Graham and Member of City Council: I am writing to request that the City Council and Mayor postpone the vote on Resolution 2023-25. Resolution 2023-25 is not in the interest of our community. The process has not been transparent and the citizens who will be most affected have not had the opportunity to provide input in a meaningful way. Implementation of this resolution would have severe impacts on the Clay Street neighborhood. We were not included in the planning process and only invited to comment after investments were made and contracts drawn up. This site is adjacent to our homes and a grossly inappropriate location for social services of this magnitude. Our neighborhood already bears more than it's share of subsidized housing and social services. The effects of this include: trespassing, stockpiled items, sites with cardboard, tarps and debris, shopping carts with personal items, garbage strewn all over the place, human feces and needles. These items are found along the bike path and the railroad ROW, in Clay Street Park and neighborhood parks on a regular basis. Locating additional services in this area would exacerbate existing problems. Maybe you are not aware that the level of trespassing, noise and garbage have been increasing in our area. We deal with nuisance activities and public safety issues on a daily basis and have been tolerating this for a long time. The police do not have adequate resources to address these problems. We elected you to represent us. Please do so by allowing us to participate in decisions that directly affect our neighborhood. Thank you, Jan Weydemeyer**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

From: City of Ashland, Oregon
To: City Recorder; Dorinda Cottle
Subject: Council Public Testimony Form Submitted
Date: Monday, October 16, 2023 4:25:03 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Ruth COULTHARD**
Phone: [redacted]
Email: [redacted]
Meeting Date : **October 17, 2023**
Type of Testimony: **WRITTEN**
Written Testimony: **I have met and talked with neighbors since your informational meeting on the new shelter. The sharing has been thoughtful and practical. It seem to me that our request that you set up a southside exclusion zone modeled after the one downtown would help the police deal with repeat offenders. I hope that you also consider with our police if parts of the Medford ordinances related to homeless camping are desirable to ennact in Ashland. During the covid pandemic, the bottom of Clay St Park behind my home was a homeless campsite. In my bedroom at night I was subjected to the sounds of foul mouthed arguments that lasted hours. One day I heard fighting where a young man's life was threatened. Garbage was everywhere. It looked like there were mountains of free food that no one wanted except the rats who flourished. "Not in my backyard" sounds like an accusation, but when it is literally in your backyard, It is a reasonable demand. I never want to experience that chaos again. I am very pleased to see the police regularly patroling our part of town now and that the debris field by the tracks near my house has been cleaned up. It has helped reassure me of your attention. Thanks for hearing our requests.**

*** USER INFORMATION ***
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RemoteUser:

October 16, 2023

TO: Mayor Graham and the Council of Ashland: Homeless Problems, South Ashland

FROM: Elizabeth Cross
760 Clay Street
Ashland, OR 97520
(541) 530-6155

My home is located on Middle Clay Street, Ashland. The property was purchased in 1968: Approximately fifty years ago, the South Ashland community experienced a lot of changes; many pastures and fields became commercial and housing developments. However, the change was gradual and acceptable.

Unfortunately, in the past year the population of homeless people greatly increased; This change had a negative impact to the environment of the businesses and the residents. As an example, I have been approached, on my property and during my walks to the nearby stores, by angry homeless individuals. Their behavior was threatening!

THE NEIGHBORHOOD COMMITTEE has submitted written GOALS to the council; together we hope to solve some of our homeless problems. We need your help NOW to create and/or to adopt the necessary policies, rules, ordinances, etc, to keep South Ashland Safe and Healthy.

Thank you for the continued service to Ashland.

Sincerely,

Elizabeth Cross

Elizabeth Cross

XIII #1

Homeless Shelter

Councilors, Mayor,

I am speaking on behalf of our neighborhood group that has come together as a reaction to the hasty purchase of 2200 Ashland St. The location for an additional shelter in south Ashland. Our group has felt left out of the process since the beginning. We were not notified in due time and you purchased it with state funds without regard for our thoughts, concerns and opinions on the matter. We are your constituents. We are the people living directly across from and all around a haphazardly put together shelter. So, yes, we are frustrated, confused, worried, anxious, disappointed that you are now planning to rush-vote the contracts and plans and include a resolution that could potentially allow for much more than the allotted 30 to 40 beds to include tents, cars, pets, pallets, and stolen grocery carts stacked mile high with black plastic bags; and all surrounded by low barriers and fencing. This is very concerning for the safety of our neighborhoods.

The current contract and resolution leaves us with more unknowns and questions than solutions. It is irresponsible for you to move forward with a project such as this without laying the foundation to protect the people who live in these neighborhoods.

Jodie Bunch

#3 - Data analytics provided by the City to the community - re: baseline vs monthly reports; Measuring all City, EMT/Fire, and Police calls (such as requests for clean-up and trash removal, general nuisance, noise), whether citations were issued (and if so, for what)

#4 - Visual/sound barrier in the immediate area of the building before Nov 1 - privacy, trash mitigation plan (in hotspot areas), noise mitigation (dogs, yelling, sirens, emergency vehicles, etc.)

#5 – **Ordinances**

- Match (even improve if found necessary) the City of Medford's camping, loitering and lying ordinances for Ashland. Side"WALKS" are meant for walking as indicated. They should not be allowed to be obstructed or used as the foundation of some kind of make shift shelter or resting area.

- I would include the City of Medford's ordinance that people are NOT allowed to hand anything out of a vehicle to an individual (note: there is a sign posted of this ordinance at the second Medford exit on the left hand side of the exit at the intersection heading towards Target). Similarly, signs like this should be posted in our community.

- Businesses that require shopping carts should be held accountable for their property. Transients pushing said carts are pushing stollen property. I would ask that an ordinance or law be considered so that carts found in the possession of such transients, under an ordinance, could be charged with theft and if the property owner is not willing to charge the individual with stealing then they themselves should somehow be held accountable for their property that is now littered about our community. It is my understanding that a signed Trespass Affidavit should, at minimum, allow police to have some kind of follow through on this matter although a more concise ordinance specific to this matter should be drafted.

#6 - **Voluntary written commitment from the City** that they will not expand beyond the existing property at 2200 Ashland St. without engaging the neighborhood prior to purchasing/annexing or otherwise acquiring land for expansion of homeless services in the immediate area.

There is growing concern and frustration about how the city of Ashland is managing the shelter project. From the location being hastily purchased without any public input or process, to a very rushed, chaotic planning and execution of the shelter itself, Ashland residents and business owners are asking for transparency and involvement in the process every step of the way.

1. **OHRA's contract gives them total control over the operations of the shelter**. Section 4, item 1-2 states **"the City shall not proceed with such use and shall not interfere with OHRA's provision of services at the property during the term of this agreement."** We all know OHRA are experts in this field, however, if this is implemented, we will have no way of knowing that ANY of our requests and concerns about the shelter's operations will be considered or even heard moving forward. The City, and by default, we the citizens, will officially have no say on how the shelter is being run. I would like to request that the council move to amend that, or refuse to approve the contract "as is" unless all the local stakeholders (neighbors, businesses and schools) have a way to have their concerns and voices heard. As it stands currently, we are not sure that any of our concerns have been passed to OHRA, and this would make communication even less likely. *The city represents the voice of the people, and for them to not have any say in the shelter operations seems ill-advised.*

2. **Postpone the vote approving 'A Resolution to Approve Transitional Housing Accommodations' until after the Open House on Wednesday, the 18th.** We have concerns about the language about the many types of transitional housing being approved, including tent camping, car camping, yurts etc. This community deserves the right to have the opportunity to fully understand all the implications before any decisions are made.

3. **Please urge the council to consider our Neighborhood Goals, and request they be included in the agenda on the next meeting.** Even though we submitted our goals to our liaison before the deadline, they failed to make an appearance on Tuesday's agenda, and we aren't sure why. (The agenda is set by the City Manager, with input from the Mayor, who is our liaison.) This means our goals won't be voted on before the shelter opens, which is disappointing. We would have liked to see the Enhanced Law Enforcement Area talked about and approved BEFORE the shelter opens.

4. **We have learned that the City is tentatively looking at purchasing the adjacent field to 2200 Ashland St.** This means our neighborhood goal #6 is a top priority.

South Ashland Neighborhood Goals:

#1 – **Immediately update the ordinances** (see below for more ordinance info) for south Ashland to match the Enhanced Law Enforcement Area currently in place downtown so that our police are empowered to give citations, etc. (We would like this applied from the intersection of Siskiyou & Ashland St to Ashland Hills Inn, and from East Main to Siskiyou Blvd ***AND along Tolman Creek, Independent Way, the Washington and Jefferson area and the railroad tracks***.)

#2 - **Increase police presence** in the above defined area *NOW* (before Nov 1) *AND beyond* – to include a police kiosk, increased monitoring to include; morning, throughout the day and evening sweeps (24/7); One officer designated as our point person for communication/updates.

From: Trina Sanford
Oct 17, 2023
541.621.4151
TrinaCobbSanford@gmail.com

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
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7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 10/17/23

Name Paul Mozind (please print)

Address (no P.O. Box) 767 Roca ST

Phone 414 344-8931 **Email** paulmozind@gmail.com

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) ROW ordinance

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

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Tonight's Meeting Date 10/17/2023

Name JD Barons **(please print)**

Address (no P.O. Box) Ashland

Phone _____ **Email** _____

Regular Meeting

Agenda topic/item number Ashland Shelter **OR** XIII #1

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date 10/17/23

Name Linda Fitzgerald
(please print)

Address (no P.O. Box) 2620 Takelma Way Ashland

Phone 541-601-2072 **Email** Sarasvati10@hotmail.com

Regular Meeting

Agenda topic/item number X III #1 **OR**

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date Oct. 17, 2023

Name Judie Bunch

(please print)

Address (no P.O. Box) 679 Clay St.

Phone 541-708-0291 **Email** judiesunnysidee@gmail.com

Regular Meeting

Agenda topic/item number XIII #1 **OR**

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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Tonight's Meeting Date Oct 17, 2023

Name Trina Sanford
(please print)

Address (no P.O. Box)

Phone 541.621.4159 **Email** TrinaCoddSanford@gmail.com

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Homeless Shelter + Homeless (transient) in our community

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

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7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 10-17-22

Name RUSS SILBIGER SILBIGER
(please print)

Address (no P.O. Box)

Phone **Email**

Regular Meeting

Agenda topic/item number XII-1 **OR**

Topic for public forum (non agenda item)

Land Use Public Hearing

Please indicate the following:
For: **Against:**

Challenge for Conflict of Interest or Bias

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