



Council Business Meeting Agenda

**ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, August 15, 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. the day of the meeting.

5:00 PM Executive Session

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

1. To conduct deliberations with persons the City of Ashland has designated to negotiate real property transactions pursuant to ORS 192.660(2)(e).

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 July 31, 2023 - Study Session
 2. Minutes of the August 1, 2023 - Business Meeting
- VI. **SPECIAL PRESENTATIONS**
 1. Butler Perozzi Foundation Fundraising Status
 2. City Council and Other Public Meeting Labor Acknowledgement
 3. Social Equity and Racial Justice Advisory Committee (SERJAC) Report
- VII. **CITY MANAGER REPORT**





Council Business Meeting Agenda

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

IX. **CONSENT AGENDA**

1. Public Art Grant Application for the Neighborhood Public Arts: ODT Traffic Signal Box Beautification Project, Phase 2
2. Transportation Advisory Committee Appointment Removal

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. Acquisition of the Liberty Street Property (Taxlot 391E16AC -TL300) for the Open Space Park Program
2. Acquisition of the Coming Attractions property at 2200 Ashland Street for an emergency houseless shelter

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Talent-Ashland-Phoenix (TAP) Intertie New Operating Intergovernmental Agreement
2. Contract for City Website Development with CivicPlus, LLC

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

1. City Council Standing Advisory Committees Workplans Review

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
July 31, 2023

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

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, were present. Councilor DuQuenne and Hansen were not present.

1. Public Input – None

2. DEQ Croman Mill Redevelopment Update

Community Development Director Brandon Goldman provided background on the update and introduced Anthony Chavez, Seth Sadofsky, Don Hanson from DEQ, Shane Latimer from SCS Engineering and property owner Mike Montero.

Chavez and Hanson provided information on the test results. Migration of contaminants would most likely be negligible but required more testing. The property owner could remove the contamination, it was not deep and could be done in a short time, but the process had to be approved by DEQ. Remedial action could take a couple of years to decades. There were a lot of different factors, and it would depend on the amount of contamination. DEQ needed to conduct more testing.

DEQ would not require fencing off the contaminated areas nor did they have the authority to request it. This was private property with no trespassing signs. People walking their dogs through the property would not be exposed. The city could request the property owner to add more fencing if they wanted. Montero added as soon as DEQ approved their cleanup plan they would begin working on it. They would look into additional signage costs. There were issues with ongoing illegal camping. Townmakers LLC wanted flexibility where residential would be established.

3. Enterprise Funds Ending Balance Report

David Runkel/Ashland/Spoke to the ending fund balance. Customers had been overcharged for years for the new water treatment plant. Some have moved or died. These charges were not in the budget rules. He thought utilities should be supplied at a lower cost and used the City of Eugene as an example.

Finance Director Mariane Berry provided a presentation on Enterprise Funds, Fund Balance Policies Review (see attached):

- Enterprise Funds – Fund Balance Policies Review.
- Enterprise Funds.
- Differences between Enterprise Funds and the General Fund.
- Enterprise Utility – essential services.

- GFOA's guidelines in establishing Enterprise financial policy.
- Ending Fund Balance Policy.
- Key Points for Ashland.
- Enterprise Managers with rate-setting consultants key to establishing appropriate reserve levels.

Berry introduced Dawn Lund, a rate consultant for Utility Financial Solutions, LLC. Lund spoke on how minimum cash reserves were determined and provided an example of cash reserves.

- City of Ashland Case Reserves Discussion
- Utility Financial Solutions, LLC
- Cash Reserve Policies.
- Cash Reserves Policy should identify minimum cash reserve level.

Lund clarified each of the five enterprise funds in the utility department would be calculated individually. One enterprise could have debt increasing the risk while another did not. City Manager Joe Lessard added utilities stood alone, each entity has a different group of ratepayers that must be protected.

- Determination of Minimum Cash: At Least 5 Factors to Consider.
- Minimum Reserve Policy.
- Questions?

Lund addressed supply chain pressures and explained those costs would fall in the capital improvement line. The percentage did not go up but the dollar value for cash reserve minimum would go up. The city could anticipate the cost increase by adding a 3% rate adjustment to achieve the \$16million minimum. She went on to explain how the five year capital improvement program smoothed out minimum capital.

Mayor Graham extended the meeting for ten minutes with council consent.

The mayor wanted to see the spreadsheets and formulas that determined the 25% and policy. She was also interested in resilience funding for disaster events. Council wanted a better understanding of the rate process for the electric utility.

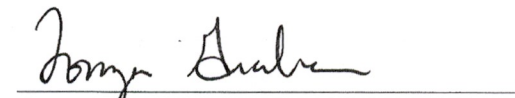
4. Adjournment of Study Session

The Study Session adjourned at 7:18 p.m.

Respectfully Submitted by:


Clerk of the Council Pro Tem Dana Smith

Attest:


Mayor Tonya Graham



Enterprise Funds – Fund Balance Policies Review

July 31, 2023

City of Ashland Cash Reserves Discussion

Utility Financial Solutions, LLC



- International consulting firm providing cost of service and financial plans and services to utilities across the country, including Canada, Guam and the Caribbean
- Instructors for cost of service and financial planning for speakers for organizations across the country, including AWWA
- Hometown Connections preferred vendor

Cash Reserve Policies

- Prudent financial planning
- May utilities across the country have them
- 90 days used to be a standard, but bond rating agencies look for closer to 200+ days
- Projects needs to be budgeted for and is used as part the minimum calculation, translating to rate changes when appropriate

Cash Reserves

- Policy should identify **minimum** cash reserve level
 - Cash should be allowed to be above the minimum level
 - Cash reserves will fluctuate over time depending on age of assets, tire expenses and capital improvement program
 - Falling below minimum levels trigger a rate increase or bond issuance improvements

Determination of Minimum Cash: At Least 5 Factors to Consider

Five Risk Factors to Consider	% Risk Range to Allocate	Influenced
O&M Expenses (Less Power Costs and Depreciation)	12-25%	Billing Cycle - timing of exper
Power Costs	10-25%	Max Month converted to worl
Historical Investment in Assets	1-3%	Age of System, Likelihood of i
Annual Debt Payment	50-100%	Timing of Debt Payments
Total Five-Year Capital Plan	20%	1/5 of five-year plan - funds b
Total of These Five Items		\$X,XXX,XXX MINIMUM R

Minimum Reserve Policy

Five Risk Factors to Consider	% Risk Range to Allocate	MINIMUM R
O&M Expenses (Less Power Costs and Depreciation)	12.3%	\$2,958,90
Power Costs	15.6%	5,675,08
Historical Investment in Assets	2.0%	3,311,70
Annual Debt Payment	80.4%	505,87
Total Five-Year Capital Plan	20.0%	1,800,00
Total of These Five Items		\$14,251,5

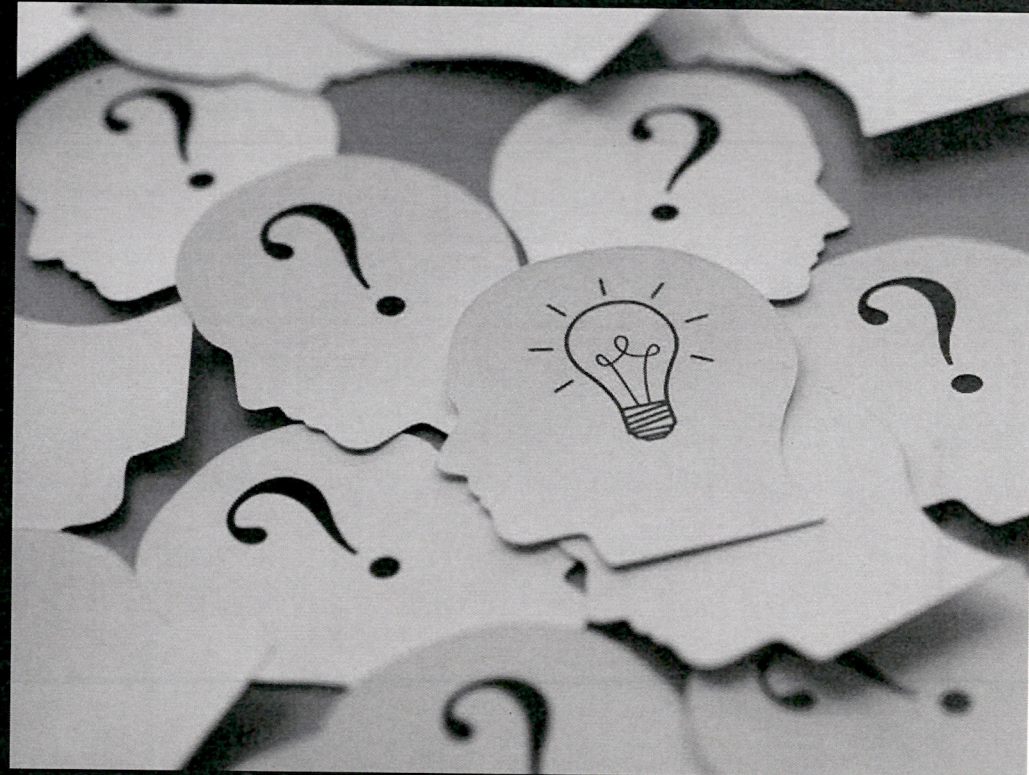
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Annual Debt Payment	80.4% 100%	505,8
Total Five-Year Capital Plan	20.0%	1,800,0
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Add other line items unique to your utility

Questions?



Enterprise Funds

An enterprise fund is a **self-supporting government fund** that sells goods and services to the public for a fee.

Government Finance Officer's Association (GFOA): *"local governments should adopt a target amount of working capital to maintain in each of their enterprise funds. Additionally, governments should use working capital as the **measure of available margin or buffer** in enterprise funds."*

Generally: Working Capital = Ending Fund Balance = Liquidity

Liquidity is crucial –

- To mitigate current and future risks
- Ensure stable services and fees
- For long-term planning >> credit ratings



Enterprise Funds



PLAN & PREPARATION

Reserve policies set

EVENT RESPONSE

Reserve policies tested

RECOVERY

Reserve policies tested

Different from the General Fund which has more flexibility, Enterprises provide crucial services to residents.



GFOA
Best Practices

Utility Cost
Studies

ENTERPRISE – UTILITY
essential services

Enterprise Reserve Policy

BUDGET

Other
Programs



Enterprise Funds

GFOA's guidelines in establishing Enterprise financial policy:

- Strength of collection practices
- Historical consumption of inventories and prepaids
- Support from general government
- Transfers out (cost allocations)
- Cash cycles
- Customer concentration
- Demand for services
- Control over rates and revenues
- Asset age and condition
- Volatility of expenses
- Control over expenses
- Management plan for working capital



Enterprise Funds

Ending Fund Balance Policy:

- Water* 25%
- SDC Water N/A
- Wastewater* 25%
- SDC Wastewater N/A

- Stormwater* 20%
- SDC Stormwater N/A
- Electric* 25%
- Telecommunications* 20%

Percentages are typically average annual expenditure for prior 3 years

Must add any additional debt service and legal requirements

** Additional contingency appropriation budgeted for non-recurring expenditures of 3% annual operating expenditure*

Owned Utility Reserves Comparisons:

- McMinnville 25%
- Forest Grove 25%



Enterprise Funds – Key Points for Ashland

➤ Reserves aid in rate stabilization

- Volatility to rate payers are minimized through reserves
- Cost of service increases are easier to absorb at any given time
- Inflationary pressures are here for awhile

➤ Reserves impact long term planning

- Credit agencies requirements
- Water Fund – LT debt for water treatment plant
- Electric Fund – RESP loan
- Telecom Fund – AFN future plans



Enterprise Funds – Key Points for Ashland

➤ Emergency events

- A single ice storm or wildfire can wipe out reserves, coupled with inflationary pressures and supply chain issues, can be devastating to liquidity
- The recovery costs of an emergency/crisis – not just response costs; impact to receivables/collections, staffing, other costs are re-prioritized

➤ Balances built up over time due to:

- Staffing vacancies and volatility the last few years
- Timing issues with supply chain constraints
- Unused EFB is (generally) re-appropriated in each biennium



Enterprise Funds

Enterprise Managers with rate setting consultants
key to establishing appropriate reserve levels

introducing speaker

~ Dawn Lund ~

Utility Financial Solutions, LLC

Rate consultant for City of Ashland Electric

Dawn Lund is the vice president of Utility Financial Solutions, a consulting practice that specializes in financial planning, cost of service, and rate-setting for public power utilities. Dawn has over 25 years of experience in financial analysis for utility systems. She specializes in providing financial assessments, cost of service studies, and financial plans for utilities throughout the country, Canada, Guam, and the Caribbean. She teaches a variety of financial planning courses and regularly speaks at conferences and industry events for APPA and other organizations across the nation.



Questions?



Better Together

City of Ashland Cash Reserves Discussion

Utility Financial Solutions, LLC



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Minimum Reserve Policy

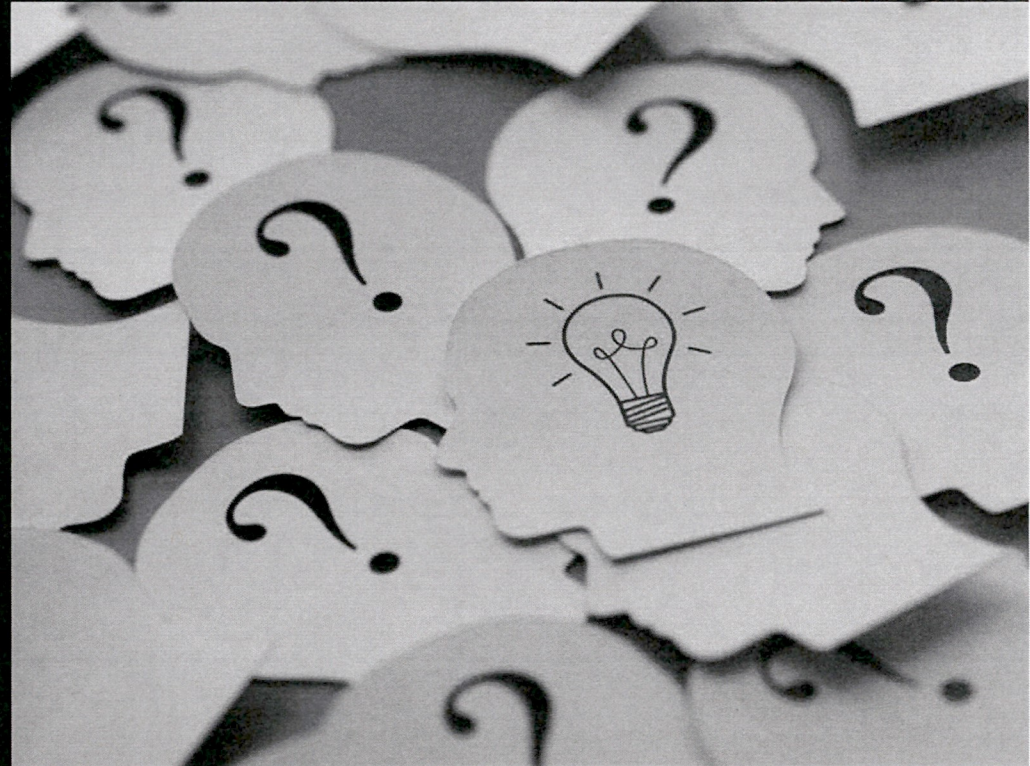
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➡ Add other line items unique to your utility

Questions?



**ASHLAND CITY COUNCIL
BUSINESS MEETING
MINUTES
August 1, 2023**

Executive Session

Mayor Graham, Councilor Hyatt, Bloom, Kaplan and DuQuenne were present. Councilor Hansen was absent. Councilor Dahle arrived at 5:35 p.m. Staff Present: City Manager Joe Lessard, Deputy City Manager Sabrina Cotta, Acting City Attorney Doug McGeary, Community Development Director Brandon Goldman, and Housing Program Manager Linda Reid.

Council and staff discussed the following:

1. To conduct deliberations with persons the City of Ashland has designated to negotiate real property transactions pursuant to ORS 192.660(2)(e).
2. Consultation with the City Attorney on current or likely litigation pursuant to ORS 192.660(2)(h).

I. CALL TO ORDER

Mayor Graham called the meeting to order at 6:07 p.m.

1. Land Acknowledgement

Councilor Dahle read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Councilor Hyatt led the pledge of allegiance.

III. ROLL CALL

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, and DuQuenne were present. Councilor Hansen was not present.

IV. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS

Mayor Graham read a proclamation on Hiroshima and Nagasaki and mayors for peace.

V. APPROVAL OF CITY COUNCIL MINUTES ***

1. Minutes of the July 17, 2023, Retreat Meeting
2. Minutes of the July 18, 2023, Business Meeting

Councilor Bloom/Dahle m/s to approve the minutes of the July 17, 2023, Retreat Meeting and the July 18, 2023, Business Meeting. Roll Call Vote: Councilor DuQuenne, Hyatt, Dahle, Kaplan, and Bloom, YES. Motion passed.

VI. SPECIAL PRESENTATIONS & AWARDS

1. James M. Ragland Memorial Volunteer Spirit Service Award

Mayor Graham introduced Brent Thompson who provided background on the Ashland Folk Dancers and how he became aware of them in 1983. Jan Wait, one of the recipients of the James M. Ragland award shared how dance allayed worries. She believed in the power of dance and encouraged everyone to join the community of dancing circles. The world was always better for it.

Mayor Graham presented the awards and congratulated the recipients.

2. Fire & Rescue Citizen Special Life Saving Award

This item was postponed to a future meeting.

VII. CITY MANAGER REPORT

City Manager Joe Lessard reviewed the city manager report and Look Ahead.

VIII. PUBLIC FORUM

JD Barons/Ashland/Spoke to an unhoused mother of three and shared her observations and thoughts.

Miriam Reed/Ashland/Spoke from a document submitted into the record (see attached).

Debbie Neisewander/Ashland/Commented on the dusk to dawn camping site and her role to help assist the homeless.

Paul Mozina/Ashland/Spoke to the 2020 decision in Portland regarding telecommunications and the LOC's model ordinance.

Brent Thompson/Ashland/Spoke in support of a plaque acknowledging how Siskiyou Boulevard was established. He asked council to honor established master plans. He did not support the Grand Terrace annexation on Hwy 99 and encouraged council to vote against it.

IX. CONSENT AGENDA

- 1. Transportation Advisory Committee Appointment**
- 2. Liquor License Approval for Harana Café, (DBA Harana LLC) at 116 Lithia Way, Ste 2**

Councilor Bloom/DuQuenne m/s to approve the approval of the Transportation Advisory Committee appointment, and Liquor License approval for Harana Café.

Roll Call Vote: Councilor Bloom, Kaplan, DuQuenne, Hyatt, and Dahle, YES. Motion Passed.

X. PUBLIC HEARINGS – None

XI. UNFINISHED BUSINESS – None

XII. NEW BUSINESS

1. Early Childhood Affordability Grant Program

City Manager Joe Lessard explained the matter was an educational issue in addition to childcare. There was excess demand, and this was an affordability grant program to open the demand.

Councilor Hyatt shared her family's personal experience when a local school shut down and the impact it created for her family and many others. This was a way to support the families that encountered similar situations. Solving it would not be easy and would take everyone. She expressed her gratitude. She provided a presentation included in the packet.

- City Grants Plan: Early Childhood Affordability Grant Program
- Early Childhood Affordability Grant: Pilot Program Overview
- Program Goals: Affordability and Access
- Early Learning as a Community Benefit: Stakeholders
- Early Childhood Affordability Grant Process/Steps
- Funding: Up to \$100K (not all funding must be awarded)
- Responsive / Values
- QUESTIONS?

Councilor Hyatt explained they had partners already and there was a licensable working mortar site. They also established a partnership with the school district. City staff would do the monitoring and reporting for the finance with the ad hoc managing the grant program. The ad hoc would work with partners regarding long term sustainability.

Councilor Bloom/Kaplan m/s to adopt the Early Childhood Affordability Grant Program plan and authorize City staff to begin its implementation. DISCUSSION: Councilor Bloom commented on due diligence of the work already being done. Councilor Kaplan noted it was an exciting mission and looked forward to seeing adjustments over time. Councilor DuQuenne added it was a wonderful opportunity. It would be nice for people to live and work where their children will be close. Business owners would appreciate it as well. Councilor Dahle added it was a proud moment and commented on the innovation, and collaboration. He understood the impact early educators could make. Councilor Hyatt thanked the body and staff and shared how her experience set her on this path. **Roll Call Vote: Councilor Dahle, Kaplan, DuQuenne, Hyatt, and Bloom, YES. Motion passed.**

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Electric Master Plan Contract

Electric Utility Director Thomas McBartlett III explained the RFP process for the electric utility master plan. He addressed how the climate and energy action plan would fit into the master plan. McBartlett III had asked the Climate and Energy Ad Hoc for a list of priority functions that could be addressed. He would give it to Stoddard Power System LLC to determine what could be done and what could not.

The electric utility master plan would touch on water and wastewater master plans since they were customers of the electric utility. There had been some work on keeping basic functionality in the systems when the electrical supply was damaged.

Councilor Kaplan/Bloom m/s to approve the contracting of Stoddard Power Systems LLC, for the Electric Master Plan of the City of Ashland. DISCUSSION: Councilor Kaplan saw it as a building block. This was a masterplan focused on infrastructure. A lot of pieces fit together to ensure the city got the best cost benefit of all the systems working together. Councilor Bloom agreed and looked forward to learning more. Councilor DuQuenne appreciated looking at the different RFPs. She wanted a consideration of the costs prior to implementing rate hikes. Mayor Graham noted that climate change was making everyone change how they did things. She appreciated being out on the frontier of what it would take the community to get out of head of this. **Roll Call Vote: Councilor Hyatt, Dahle, Bloom, DuQuenne and Kaplan, YES. Motion passed.**

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

1. City Council Liaison Appointments

Mayor Graham reviewed the appointments. Council had suggested establishing an Unhoused ad hoc Committee and an unhoused master plan during their retreat July 17, 2023. The city did not have the staff to support either at this time. Having an unhoused liaison would be assumed by the city manager.

Council consensus moved the agencies listed under Community Relationships, Continuum of Care and Crisis Response Network under the regional boards & committees' section.

Mayor Graham would continue to work on the priorities and the liaisons. The goal was to make sure each committee understood their work plan for the next twelve months by the end of 2023.

Councilor DuQuenne announced the SERJ Committee would do their annual report to the council at the August 15, 2023, meeting. She explained the City of Grants Pass SERJ Committee had done a wonderful job with their Remembrance Program regarding sundown laws. It was something SERJ was working with in Ashland that would also be presented during the August 15, 2023, council meeting.

Mayor Graham announced the sister city certificates for Sviatohirs'k were on their way to Ukraine. There would be an English and Ukrainian version. The city had sent them hats and cups.

XV. ADJOURNMENT OF BUSINESS MEETING

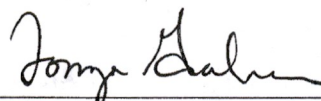
Councilor Bloom/DuQuenne m/s to adjourn the meeting at 8:15 p.m. Voice Vote: ALL AYES. Meeting adjourned at 8:15 p.m.

Respectfully Submitted by:

Attest:



Clerk of the Council Pro Tem Dana Smith



Mayor Tonya Graham

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 August 1, 2023
Name JOEY THOMPSON

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) SISKIYOU END NEED A PLaque SAYING HOW IT CAME TO BE

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 8-1-23
Name TAN WATT resident
(please print)
Address (no P.O. Box) _____
Phone _____ Email _____

Regular Meeting

Agenda topic/item number Roadend OR

Topic for public forum (non agenda item) _____

Land Use Public Hearing

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Tonight's Meeting Date 8/1/23
Name Debbie Neisewander

Regular Meeting

Agenda topic/item number _____ OR _____
Topic for public forum (non agenda item) Dusk to Dawn/Nite Lawn

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Please indicate the following:
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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 of the City of Ashland.

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 8/1/23
Name Paul Mozina

Regular Meeting

Agenda topic/item number _____ OR POW
Topic for public forum (non agenda item) 56 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 08/01/23
Name JD Barons
(please print)

Regular Meeting

Agenda topic/item number _____ OR
Topic for public forum (non agenda item) Unhoused Families

<u>Land Use Public Hearing</u>	
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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- 7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date August 21 2023
Name MIRIAM REED

Regular Meeting

Agenda topic/item number _____ OR
Topic for public forum (non agenda item) POLICY

<u>Land Use Public Hearing</u>	
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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Council Business Meeting

August 15, 2023

Agenda Item	City Council and Other Public Meeting Labor Acknowledgement – Social Equity and Racial Justice Advisory Committee Recommendation	
From	Ann Seltzer	Staff Liaison to the Social Equity and Racial Justice Committee
Contact	ann.seltzer@ashland.or.us 541-552-2004	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

At the June 1, 2023 of the Social Equity and Racial Justice Advisory Committee, the Committee voted to adopt the below **Labor Acknowledgement** to be read prior to each meeting following the reading of the Land Acknowledgement. In addition, the Committee voted to request that the City Council adopt this Labor Acknowledgement, read it prior to all Council meetings and require that it be read at all City public meetings and presentations.

SERJAC Meeting June 1, 2023 Adopted Labor Acknowledgement to be read following the Land Acknowledgement

We also pause to recognize and acknowledge the labor upon which our country, state, and institutions are built.

We remember that our country is built on the labor of enslaved people who were kidnapped and brought to the U.S. from the African continent and recognize the continued contribution of their survivors. We also acknowledge all immigrant labor, including voluntary, involuntary, trafficked, forced, and undocumented peoples who contributed to the building of the country and continue to serve within our labor force. We acknowledge all unpaid care-giving labor.

To the people and your descendants who contributed this immeasurable work, we acknowledge your indelible mark on the space in which we gather today. It is our collective responsibility to critically examine these histories, to repair harm, and to honor, protect, and sustain their contribution to our society.

POLICIES, PLANS & GOALS SUPPORTED

The City Council established the Social Equity and Racial Justice Commission (now Advisory Committee) in June of 2020 via Resolution 2020-15. Most recently the City Council adopted Resolution 2023-06 updating and consolidating prior resolutions establishing City Council and Management Advisory Committees.

BACKGROUND AND ADDITIONAL INFORMATION

A labor acknowledgement is a statement that recognizes that much of the economic progress and development of this country resulted from the unpaid labor and forced servitude of people of color. Labor Acknowledgements are one way to honor and remember the violent histories and legacies of settler colonialism and to collectively begin to acknowledge the historical labor that has allowed our society to get and be where it is today.



Council Business Meeting

FISCAL IMPACTS

None

DISCUSSION QUESTIONS

Why is it important to recognize that we honor and remember that slave labor resulted in the development of this country?

The Social Equity and Racial Justice Committee believes it is fitting to recognize and honor the violent labor histories of our past.

Do all City meetings of the City Council, City Commission and Council Advisory Committees currently read aloud the Land Acknowledgement during their meetings?

An informal review of City meeting practices indicates that the Land Acknowledgement is currently read aloud at each of the City Council's Regular Meetings (Tuesday business meetings) and also at the discretion of individual City Commissions and Council Advisory Committees. Those also currently reading the Land Acknowledgement at their meetings include the Social Equity and Racial Justice Advisory Committee, the Public Art Advisory Committee, and the Historic Advisory Committee. The Land Acknowledgment is not currently read aloud at Council Study Sessions, or at meetings of the four remaining Council Advisory Committees.

SUGGESTED NEXT STEPS

The Social Equity and Racial Justice Advisory Committee recommends the City Council adopt its Labor Acknowledgement and require that it be read aloud at every City public meeting.

REFERENCES & ATTACHMENTS

N/A



Council Business Meeting

Date

Agenda Item	Annual Report from the Social Equity and Racial Justice Advisory Committee	
From	Ann Seltzer	Staff Liaison
Contact	ann@ashlandhome.net 541-552-2004	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is the annual report from the Social Equity and Racial Justice Advisory Committee. This report covers the activities of the committee since October of 2022. Co-chairs Emily Simon and Precious Yamaguchi will present the report.

POLICIES, PLANS & GOALS SUPPORTED

The SERJAC supports the city council value statement of a community that is open, inclusive, and equitable.

BACKGROUND AND ADDITIONAL INFORMATION

The Social Equity and Racial Justice commission was created by Ordinance in May 2021. In the fall of 2022, resolutions related to city commissions were passed. In March of this year, the City Council approved Resolution 2023-06 which updated and consolidated prior resolutions related to advisory committees. All advisory committees provide an annual report to the City Council.

FISCAL IMPACTS

None.

DISCUSSION QUESTIONS

Questions from the City Council are welcomed.

SUGGESTED NEXT STEPS

The Social Equity and Racial Justice Advisory Committee respectfully requests the City Council assist in recruiting potential new members to serve on the committee.

REFERENCES & ATTACHMENTS

2023 Annual Report from the Social Equity and Racial Justice Advisory Committee



Social Equity and Racial Justice

Annual Report to City Council

August 15, 2023

To: Mayor and City Council

From: Precious Yamaguchi and Emily Simon, co-chairs of the Social Equity and Racial Justice Advisory Committee

Good evening, Mayor and Council. Our most recent report to you was in October of 2022. We are pleased to be before you again to speak to you about our work.

We continue to focus on racial equity and social justice issues within the City of Ashland, meeting with other City committees and with community partners.

Since October, the following have attended our meetings and informed us of their work through the lens of social equity and racial justice:

- Mayor Tonya Graham
- Police Chief Tighe O'Meara
- City Manager Joe Lessard
- SOU President Rich Bailey
- Planning Commissioner Doug Knauer
- Ashland School District Superintendent Samuel Bogdanove and Andrea Townsend, director of equity and learning.
- Allyson Phelps of Ashland Together

We appreciate their time, efforts, and commitment to social equity and racial justice. We would also like to acknowledge Councilor Gina DuQuenne and our excellent and dedicated staff person, Ann Seltzer, for their unwavering support and ongoing assistance to the committee's work.

In January, SERJ committed to participating in some capacity, to the following events/holidays.

- Dr. Martin Luther King Day and Black History Month
- Asian Heritage Month
- Juneteenth
- Indigenous People's Day
- Pride Parade in early October

MLK and Black History Month

In addition to participating in the events on the Ashland Plaza, and the celebration hosted by BASE in Medford, SERJ wrote statements about the importance of honoring Dr. King and supporting Black History Month which were posted on the City's webpage. The statements encouraged readers to learn

more about Dr. King and Black history by viewing a video posted by BASE (Black Alliance for Social Empowerment) regarding Dr. King, to attend the event on the plaza and/or read other articles regarding black history such as 'The 1619 Project'. SERJ was pleased with the Main Street Banner and the new MLK flags on display in Ashland. We are committed to assisting in organizing and participating in a reinvigorated event for MLK day in Ashland in 2024

Asian Heritage Month

In May, SERJ held a social gathering to honor Asian Heritage Month. Two SERJ members shared their family narratives and Asian American and Pacific Islander history in Ashland, Oregon, and the U.S. The event not only recognized the Asian heritage of SERJ members, but also recalled the contributions of Asians to Ashland and southern Oregon.

Juneteenth

Several SERJ members volunteered at the Juneteenth celebration hosted by BASE in Medford.

SERJ members also attended the of the Raising of the Juneteenth Flag at Southern Oregon University. This event included guest speakers, a live violin performance, and snacks.

Indigenous People's Day

SERJ members participated in the celebration of Indigenous People's day at SOU. This year we look forward to seeing the flags of the Confederated Tribes of the Siletz Indians and the Confederated Tribes of the Grand Ronde Community flying on the three city flag poles in Ashland.

Pride Parade

Almost all SERJ members proudly marched in the Pride Parade last October. We believe that our presence in the parade underscores the City's intention to be welcoming and tolerant of all people. We will march again this year and carry a banner that will read Social Equity and Racial Justice Committee with the City of Ashland logo.

Proclamations

SERJ believes that official proclamations read by the governing body serve as a signal to citizens that an issue matters. As such SERJ submitted to Mayor Graham proclamations regarding the following:

- Antisemitism
- Black History Month
- Cesar Chavez Day
- Asian Heritage Month
- Juneteenth

We are grateful to the Mayor and Council for the public and outward facing reading and support of these proclamations. We look forward to submitting proclamations for Indigenous People's day, and in recognition of our LBTGQ+ community in conjunction with the pride parade in October.

Flags and Banners

SERJ is pleased the City has embraced the visual support of holidays including MLK day, Juneteenth, Cesar Chavez day, Pride Month and Indigenous People's Day. These serve as visual reminders to citizens of the existence and importance of the contributions represented by these holidays. We request that the City purchase either flags or a banner to recognize Asian Heritage Month.

Ashland Welcoming Voices

The City Council allocated \$20,000 to develop a program to engage the business community to advance Ashland as an open and welcoming community. A component of that program is underway as Ashland Welcoming Voices. The City of Ashland, SERJ, the Southern Oregon University Research Center (SOURCE), and SOU's Digital Media Center are working on a digital media project to highlight the diverse business owners, leaders, and individuals who fill important roles in Ashland.

Employee Training

Approximately 60 employees attended training classes on 'Race in America' with Mike and Emily Green of Common Ground Conversations. We are pleased the City has taken steps to train employees and look forward to the City providing more training opportunities for staff, advisory committees and elected officials.

Donation

The City received a donation of \$2,000 from Travel Southern Oregon to support SERJ. We are grateful not only for the contribution but especially the acknowledgment of the importance of social justice and racial equity in Ashland.

Those funds were deposited into the General Fund under Administration Grants. Staff will use \$65 of that donation to obtain a Social Equity and Racial Justice banner. The banner will be carried in the Pride Parade and will be used at other events during the year.

Labor Acknowledgement

In June, we unanimously approved adopting a Labor Acknowledgement and requested the City Council also adopt it and ask that it be read at all city meetings. We understand that the Labor Acknowledgment is on the council's agenda contemporaneously with this report and look forward to the opportunity to discuss it.

Annual Goals

Last month you reviewed goals that SERJAC is considering for this upcoming year.

- Research what the City of Ashland has done to help and interfere with the civil rights of different groups of people (Black, Indigenous, Chinese etc.). This research will be the starting point for identifying reparations that the City can put in place to address the actions of the past and to celebrate good work that has been done.

Towards that end, SERJ will continue to support and participate in Ashland Together's "Sunrise Project" which is designed to help Ashland move "from Sundown to Sunrise". This project is under the umbrella of Oregon Remembrance whose mission is to support and encourage Oregon communities to rewrite the ending to the story of a sundown town, by creating an ending in which a formally exclusionary community can become a community which is *intentionally* committed to inclusivity and respect for all persons who reside or visit there.

- Review the recommendations of the DEI Assessment Consultant when the final report is completed.
- Continue the work of the 'Ashland for Everyone' project so that Ashland can move forward in its goal to be authentically welcoming to all people.
- Support activities for SERJ related holidays and community events and help the City identify which events to participate in and recommend ways the City can participate.
- Support other Committees in their work as it intersects with the goals of the SERJ Advisory Committee.

We will continue to review all of the goals referenced above and determine our capacity to undertake them as the year progresses.

Challenges

Recruitment and Membership on the Committee continues to be an issue. Since we were here in October 2022, we have lost 4 members. We currently have four members. There is currently an outstanding application, and we are awaiting the appointment of that individual, thereby bringing our number to five. Any and all help regarding recruitment would be very much appreciated as without a robust membership it is difficult to do our work.

Thank you for your work on behalf of our community and thank you for the opportunity to serve. We look forward to answering any questions at the meeting on August 15, 2023.



Council Business Meeting

August 15, 2023

Agenda Item	Public Art Grant Application Authorization for the Neighborhood Public Arts: ODT Traffic Signal Box Beautification Project, Phase 2	
From	Brandon Goldman	Community Development Director
Contact	Brandon.goldman@ashland.or.us 541-552-2076	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Staff is requesting authorization to prepare and submit an application requesting a public art grant from the Haines & Friends Visual Arts Program to assist in funding the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project.

POLICIES, PLANS & GOALS SUPPORTED

Public Art Master Plan 2007

Goal 5: Continue to pursue grants and donations from public and private sources for specific projects as they become available and are identified.

AMC 2.29.100 Process for acquiring Public Art

BACKGROUND AND ADDITIONAL INFORMATION

The Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project, Phase 2, is an initiative organized by the City of Ashland's Public Arts Advisory Committee (PAAC) to enhance the visual landscape of the city and promote community engagement through public art. Building upon the success of Phase 1, which beautified nineteen utility boxes in Ashland, Phase 2 will focus on traffic signal boxes in partnership with Oregon Department of Transportation. The project aims to transform these utilitarian objects into artistic pieces by inviting artists to submit design proposals that incorporate community participation in the painting process.

The theme for Phase 2 is "Neighborhood Public Artworks," and the PAAC seeks designs that allow community members to be actively involved in the painting of the ODOT boxes. Artists can propose various approaches, such as paint-by-numbers templates or incorporating handprints as elements in the artwork. Priority will be given to artists' proposals involving collaborative or participatory art projects.

Submissions will be reviewed by the Public Arts Advisory Committee (PAAC), along with a Selection Committee consisting of representatives from the Public Works Department, art professionals, a student from a local educational institution, and a community member. The Selection Committee will evaluate and choose winning designs based on criteria such as visual appeal, thematic relevance, community involvement, and appropriateness for the designated locations.

Upon selection, artists will receive an honorarium of \$500 per box. In addition to the artist honorarium, The City would support the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project





Council Business Meeting

by taking on several responsibilities to facilitate the project's execution. The City's support includes prepping the traffic signal boxes before painting, providing the necessary materials for artists to paint the boxes, and applying an anti-graffiti coating after the completion of the artworks. The City of Ashland's financial commitment and potential partnerships with other organizations will play a vital role in expanding the project's scope and making it a successful and impactful initiative for the community.

FISCAL IMPACTS

The fiscal impact to the City of the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project relies on the amount granted through the competitive award grant from Haines & Friends and the City of Ashland's direct one-to-one matching contribution. Considering that each signal box may require materials and preparation ranging from \$500 to \$800, along with a \$500 honorarium for the selected artists, the total cost per box would be within the range of \$1,000 to \$1,300.

Presently, the first three locations for painting have been identified, amounting to an estimated total cost of \$3,000 to \$3,900 for these initial boxes. The number of boxes that can ultimately be beautified will depend on the available funding. If the project receives additional grants or contributions from the City, it has the potential to expand further, allowing for the beautification of more signal boxes, with a projected range of up to 10 boxes in total.

The requested match from the City is proposed as an amount not to exceed \$5,000. These funds are in the 2023-2025 BN budget through the Administration Department in support of public art.

DISCUSSION QUESTIONS

Not Applicable

SUGGESTED NEXT STEPS

Staff recommends that the Council authorize staff and the Public Arts Advisory Committee to prepare and submit an application for a \$5,000 grant from the 2023 Haines & Friends Visual Arts Grant Program.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to authorize staff and Public Arts Advisory Committee to prepare and submit an application for a 2023 Haines & Friends Visual Arts Grant and authorize up to \$5,000 as a matching City contribution for the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project.

REFERENCES & ATTACHMENTS

- The Haines & Friends Visual Arts Grant Program : <https://www.hainesandfriends.org/general-information>
- ODOT Memorandum of Understanding for Traffic Signal Box art project

**INTERGOVERNMENTAL AGREEMENT
Ashland Signal Box Artwork**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Ashland, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Siskiyou Highway, No. 273 (OR 273), Rogue Valley Highway, No. 63 (OR 99) and Green Springs Highway, No. 21 (OR 66) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State owns and operates traffic control signal boxes on state property on OR 273, OR 99 and OR 66 within the city limits of Agency. Agency has requested to paint/vinyl wrap artistic artwork, hereinafter referred to as "Artwork" on the traffic control signal boxes and to perform the maintenance of this Artwork. State has approved Agency to paint/vinyl wrap and maintain Artwork on the traffic signal control boxes located in Ashland, Oregon on OR 273, OR 99 and OR 66.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency funding, painting/vinyl wrapping and maintaining Artwork on traffic control signal boxes in Ashland, OR, hereinafter referred to as "Project." The location of the Project Art Boxes are listed on the table attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. Agency shall be responsible for any and all Project costs.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

Agency/State
Agreement No. 73000-00014183

AGENCY OBLIGATIONS

1. Agency shall protect any and all labeling on the traffic control signal boxes.
2. Agency shall, at its own expense, perform routine maintenance and upkeep of the Artwork to keep them clean and in good repair, including, but not limited to:
 - a. Any damage to the Artwork due to vehicle crashes, vandalism including graffiti, acts of nature, or regular wear or aging must be repaired or removed by Agency within fourteen (14) days of discovery.
 - b. Offensive graffiti must be removed within forty-eight (48) hours of discovery.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 8 Office prior to commencement of work performed under this Agreement.
4. Agency shall notify State's District 8 Office at least forty-eight (48) hours prior to on-site work.
5. All work must be conducted in a manner to minimize interference with highway traffic and to control said traffic according to *Oregon Temporary Traffic Control Handbook (OTTCH)* and the *Manual on Uniform Traffic Control Devices (MUTCD)*.
6. If Agency fails to maintain, repair, or remove the Artwork as required, the Artwork may be removed by State at Agency's expense without commitment for restoration, replacement or compensation by State.
7. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes; rules and regulations.
9. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

Agency/State
Agreement No. 73000-00014183

10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

Agency/State
Agreement No. 73000-00014183

15. Agency's Project Manager for this Project is Scott Fleury, Public Works Director, 51 Winburn Way, Ashland, OR 97520, 541-552-2412, scott.fleury@ashland.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter state right of way for the Project as shall be provided for in miscellaneous permits to be issued by State's District 8 Office.
2. State reserves the right to remove the Artwork if Agency fails to maintain, repair, or remove the Artwork as required. Such removal shall be conducted at Agency's expense without commitment for restoration, replacement or compensation by State.
3. State's Project Manager for this Project is Chris Emerson, Interim R3 Electrical Manager, 61036 Highway 101, Coos Bay, OR 97420, 541-269-5217, Christopher.s.emerson@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is

Agency/State
Agreement No. 73000-00014183

prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Agency/State
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7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 73000-00014183

CITY OF ASHLAND, by and through its
elected officials

By Joseph Fleury
Date 3/20/23 city Manager

By _____
Date _____

LEGAL REVIEW APPROVAL (If required
in Agency's process)

By DMM
Agency's Counsel
Date 01/26/2023

Agency Contact:

Scott Fleury
Public Works Director
51 Winburn Way
Ashland, OR 97520
541-552-2412
scott.fleury@ashland.or.us

State Contact:

Chris Emerson
Interim R3 Electrical Manager
61036 Highway 101
Coos Bay, OR 67420
541-269-5217
Christopher.s.emerson@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By Dani L. Newall
Region 3 Manager
Date 03/24/2023

APPROVAL RECOMMENDED

By Angela Kargel
State Traffic/Roadway Engineer
Date 3/23/23

By June 24
District 8 Manager
Date 3-21-23

Agency/State
Agreement No. 73000-00014183

EXHIBIT A

CITY OF ASHLAND TRAFFIC SIGNALS

LOCATION
1. Mountain Avenue @ East Main Street
2. OR99 Siskiyou Blvd. @ E. Main/4 th St. F.S.Sig.
3. OR99 Siskiyou Blvd. @ Beach Street
4. OR99 Siskiyou Blvd. @ Mountain Avenue
5. OR99 Siskiyou Blvd. @ Wightman Street
6. OR99 South Bound Main Street @ Gresham
7. Lithia Way @ East Main Street
8. Sherman Street @ Siskiyou Blvd.
9. OR99 North Bound @ Fire Station
10. OR99 Siskiyou Blvd. @ OR66 Ashland Street
11.
12. OR66 Ashland Street @ Walker Avenue

STATE Traffic Signals in Ashland

LOCATION
1. Maple Street @ OR99 Main Street
2. Laurel Street @ OR99 Main Street
3. Helman Street @ OR99 Main Street
4. Pioneer Street @ OR99 Main Street
5. Second Street @ OR99 Main Street
6. Pioneer Street @ OR99 Lithia Way
7. Second Street @ OR99 "C" Street
8. OR66 @ Tolman Crk. Rd
9. OR99 Siskiyou Blvd. @ Walker Avenue

Agency/State
Agreement No.

06-12-15



Council Business Meeting

August 15, 2023

Agenda Item	Transportation Advisory Committee Appointment Removal		
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

Transportation Advisory Committee member Derrick Claypool-Barnes has missed several meetings and subsequently accrued five unexcused absences, making him eligible for removal.

BACKGROUND AND ADDITIONAL INFORMATION

Ashland Municipal Code (AMC) Chapter 2.04 (F) requires a majority Council vote to remove a member of a regular commission or board member prior to the expiration of their appointment term.

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the Mayor's recommendation for the removal of Derrick Claypool-Barnes from the Transportation Committee.

REFERENCES & ATTACHMENTS

None



Council Business Meeting

August 15, 2023

Agenda Item	Acquisition of the Liberty Street Property (Taxlot 391E16AC -TL300) for the Open Space Park Program	
From	Rachel Dials	APRC Deputy Director
Contact	Rachel.dials@ashland.or.us (541) 552-2260	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

Before Council is a request for the acquisition of the Liberty Street Property (Taxlot 391E16AC -TL300; approximately 17.79 acres) and dedication of the property for the Open Space Park Program Inventory, consistent with Article 19a "Open Space Park Program" of the Ashland City Charter.

In May APRC contracted with Appraiser Mark Baird who conducted an appraisal of the Liberty Street property and valued the property at \$500,000

At the August 9, 2023, APRC Regular Meeting, the Park & Recreation Commission approved the purchase of the Liberty Street property for \$486,525 (see attached real estate contract).

POLICIES, PLANS & GOALS SUPPORTED

City Council 23/25 Biennium Priorities: *Wildfire risk reduction and CEAP (Climate Energy Action Plan) execution*

Economic Development including development of eco-tourism like trails, ensuring City processes such as planning are supportive of attracting new business and supporting those already here.

APRC 23/25 Biennium Commission Goal: *Continue to improve and develop our watershed pedestrian and mountain bike trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.*

This property is identified for acquisition within the City of Ashland Master Plan in the Parks, Trails, and Open Space Program. *identified as Property #7 for acquisition in the plan since 2002.*

BACKGROUND AND ADDITIONAL INFORMATION

The 17.79 acres Liberty Street property is an undeveloped Scenic Woodland Property just south of the Liberty Street Park Open Space parcel (.99ac). The property is privately owned, but not closed off, and it has been used for years by hikers and bicyclists as a trail hub in the upper Liberty Street area because it makes several important trail connections.



Council Business Meeting

It has beautiful scenic views, interesting large boulder outcroppings, contains the upper reaches of Beach Creek, and a section of the Ashland Canal (TID) Trail. County records show the current owners, D & S Ventures, LLC., purchased the property in 1999 for \$320,000.

The Liberty St. property adjoins a section of the Ashland Canal Trail and Liberty Street Park (.99ac) along its northern border, connecting to the Liberty Street Trail, providing trail connectivity to Liberty Street and other nearby neighborhoods, including Southern Oregon University.

To the west of the property is the Waterline Road (ROW) and the Lisa Lane Trail which both provide public trail connections to the Morton Street, Park Estates, and Waterline Road neighborhoods.

On the east side of the property is the Ivy Lane ROW, which provides a public trail route connecting Pineview Estates, S. Mountain Ave., Pinecrest Terrace, and several other neighborhood areas to the east. The Ivy Lane ROW connection is an extremely important connection because it is the only connection providing a crucial public trail-route bypass around a closed off section of the Ashland Canal Trail (TID) directly to the east, which has remained blocked off to public trail users by private property owners for several years.

In addition to having several important currently existing trail connections, the near proximity of the property's southwest corner to the Ashland Loop Road has the potential to make a public trail connection if the City were to acquire an easement in the future.

Another benefit in acquiring the property is that fuels reduction treatments have been performed on the property. These treatments are important steps towards making the property a better fuel reduction zone/defensible space to the surrounding neighborhoods.

This investment is not only good for the community's health and well-being but also the local economy as it promotes tourism and outdoor activities, which in turn, supports local businesses. The purchase of the Liberty Street Property is a sound investment that will provide long-term benefits to our community.

FISCAL IMPACTS

All funds are budgeted and available. Funds are currently available in the CIP Fund that has been approved for property acquisition. No other resources will be required for the purchase of this property.

APRC believes the value that the community will receive as a result of this purchase is commensurate with the price we are proposing to pay.



Council Business Meeting

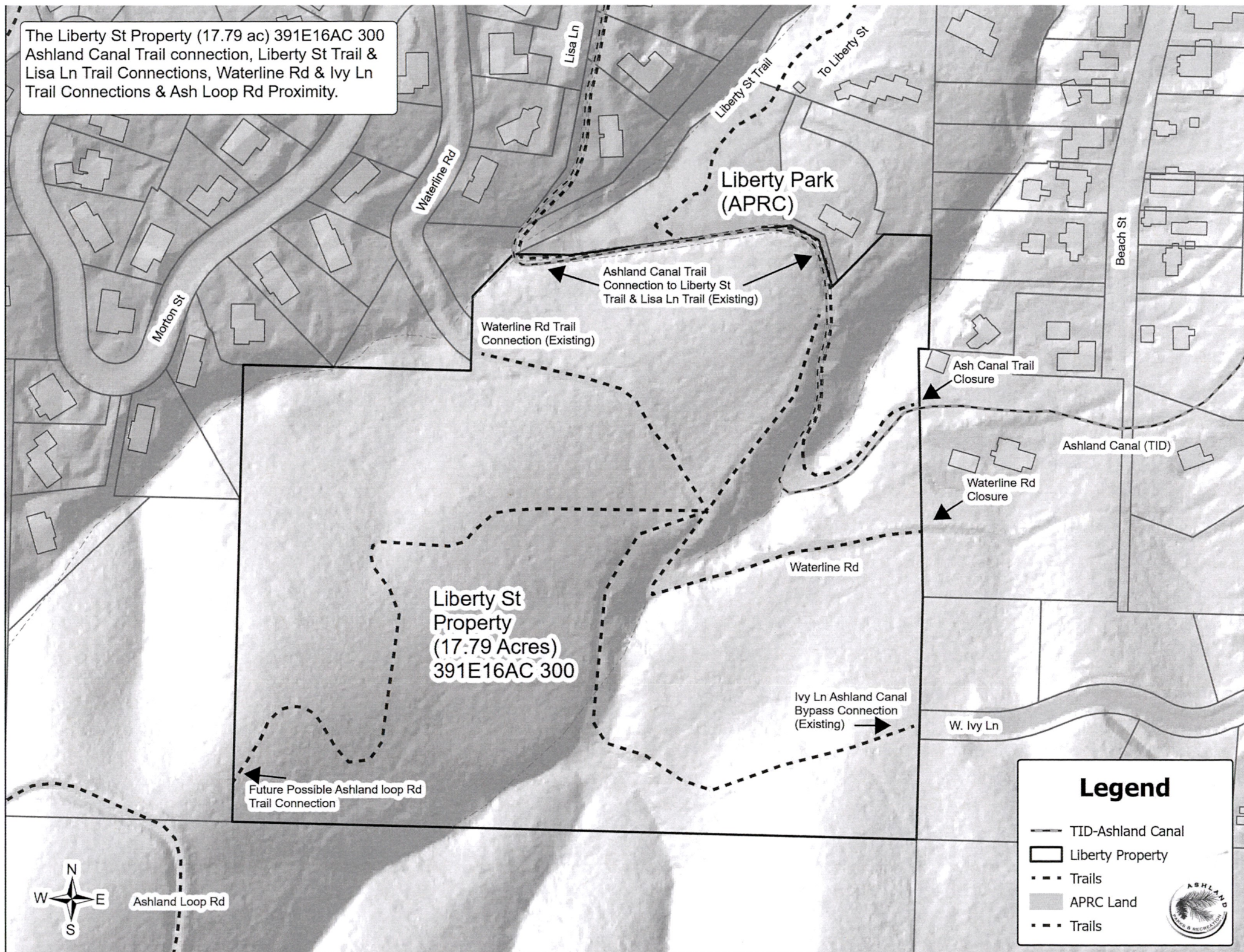
SUGGESTED NEXT STEPS

Possible motion: *I move to approve the acquisition of the 17.79 acre(approx.) portion of the Liberty Street Property known as (Taxlot 391E16AC -TL300) for the price of for \$486,525.*

REFERENCES & ATTACHMENT

- Liberty Street Property Map
- Liberty Street Property Purchase Offer
- Liberty Street Property Addendum

The Liberty St Property (17.79 ac) 391E16AC 300
Ashland Canal Trail connection, Liberty St Trail &
Lisa Ln Trail Connections, Waterline Rd & Ivy Ln
Trail Connections & Ash Loop Rd Proximity.





Sale Agreement # 04022023ep

RESIDENTIAL

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

Buyer's Agent(s)*: Eric Poole Oregon License #: 200212183
 is/are the agent of (select one): ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: Full Circle Real Estate Firm License #: 200604291
 Buyer's Agent's Office Address: 240 E Main St Ashland OR 97520
 Phone #1: (541) 951-5711 Phone #2: _____ E-mail: ericp@fullcirclerealestate.com

Seller's Agent(s)*: Greg Goebelt, Meghan McNulty Oregon License #: 200204226
 is/are the agent of (select one): ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: John L. Scott Ashland, John L. Scott Ashland Firm License #: 201207473
 Seller's Agent's Office Address: 320 E Main St 100, Ashland OR 97520
 Phone #1: (541) 840-5966 Phone #2: _____ E-mail: ggoebelt@gmail.com, megan.greggoebelt@gmail.com

*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

Buyer Michael Black Print City of Ashland Date 04/20/2023 ←
 Buyer _____ Print _____ Date _____ ←
 Seller _____ Print D & S Ventures, LLC Date _____ ←
 Seller _____ Print _____ Date _____ ←

VACANT LAND REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation of the printed terms and provisions in this form, seller and buyer are encouraged to closely review the definitions and miscellaneous section below. No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must be made on a separate document.

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer City of Ashland
 offers to purchase from Seller D & S Ventures, LLC
 the following described real property (the "Property") situated in the State of Oregon, County of Jackson
 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)

for the "Purchase Price" (in U.S. currency) of _____ A \$ 486,525.00
 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ 5,000.00
 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
 at or before Closing, the balance of the down payment _____ D \$ _____
 at Closing and on delivery of the ☒ Deed ☐ Contract, the balance of the Purchase Price _____ E \$ 481,525.00
 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials MB / Date 04/20/2023

Seller Initials _____ / Date _____

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Sale Agreement # 04022023ep

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VACANT LAND REAL ESTATE SALE AGREEMENT

FINANCING

2. BALANCE OF PURCHASE PRICE (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____

If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 6 of this Agreement.

A. ☒ This is an all cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

☐ Buyer has attached the Verification to this Agreement.

☒ Buyer will provide Seller with the Verification within 12 Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (Describe): _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

B. ☐ The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);

If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.

☐ Other (Describe): _____

Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.

☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

☐ Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (Describe): _____

3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe): _____

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have 5 Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

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OREGON REAL ESTATE FORMS



Sale Agreement # 04022023ep

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VACANT LAND REAL ESTATE SALE AGREEMENT

3.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:

- (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.
- (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
- (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.
- (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in Seller's sole discretion.
- (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.
- (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
- (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

4. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

- ☐ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- ☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate Agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

5.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

5.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

6. ADDITIONAL FINANCING PROVISIONS (for example, closing costs): _____

Buyer Initials MB / Date 04/20/2023

Seller Initials ____ / Date ____

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VACANT LAND REAL ESTATE SALE AGREEMENT

CONTINGENCIES

7. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 10 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 22 (Deed) below. If within 10 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

8. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

☒ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and availability of utilities.

Buyer will have 35 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

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report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify invasive inspections: _____

Buyer will restore the Property following any inspections of tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to this Sale Agreement.

9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No
If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No
If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs.

Buyer(s) to check one box below:

☒ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

☐ Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

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CONDITION AND COMPONENTS OF THE PROPERTY

11. SELLER REPRESENTATIONS: Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The Property is served by and/or connected to (select all that apply):

☐ A public sewer system

☐ An on-site sewage system

☐ A public water system

☐ A private well

☐ Other (for example, surface springs, cistern, etc.): _____

(2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

(3) Seller has no notice of any liens or assessments to be levied against the Property.

(4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could detrimentally affect the use, development, or value of the Property.

(5) Seller knows of no material defects in or about the Property.

(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.

(8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

(9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should verify compliance with appropriate agency.

(10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

12. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

13. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

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Seller Initials _____ / Date _____

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ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property in a planned community, or does it have a Homeowner's Association? ☐ Yes ☒ No ☐ Unknown
If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

15. ADDITIONAL PROVISIONS: See Addendum 1

For additional provisions, see Addendum 1

ESCROW/CLOSING

16. ESCROW: This transaction will be Closed at First American Title - Ashland ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

17. PRORATIONS: Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be prorated as of (select one): ☒ the Closing Date; ☐ the date Buyer is entitled to possession.

18. UTILITIES: Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the parties agree otherwise in writing.

19. EARNEST MONEY DEPOSIT(S): When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the handling of the Deposit.

The Deposit will be payable and deposited within 10 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows (select all that apply):

- ☒ Directly with Escrow;
- ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- ☐ As follows: _____

On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

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Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): _____

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or Seller regarding said funds.

20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

21.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 07/28/2023 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

21.2 THE CLOSING DISCLOSURE: Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

22. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33 (Offer to Purchase) below regarding forms of co-ownership.

23. POSSESSION: Possession of the Property will be delivered by Seller to Buyer (select one):

☒ by 5:00 p.m. on the date of Closing;

☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;

☐ by _____ ☐ a.m. ☐ p.m. on (insert date) _____;

Prior to Closing, Seller will remove all of Seller's personal property (including trash).

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

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VACANT LAND REAL ESTATE SALE AGREEMENT

TAXES

24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

24.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this Agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5) Business Days to accommodate the move.

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

25. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (*select one*): ☒ is ☐ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.

However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this requirement.

Buyer Initials MB / Date 04/20/2023

Seller Initials ____ / Date ____

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RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

DEFINITIONS/MISCELLANEOUS

28. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.

Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.

Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

Effective Date means the date when this Agreement has been Signed and Delivered.

Firm means the real estate company with which an Agent is affiliated.

Notice means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).

Notify means delivering a Notice to the other party or their Agent.

Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

29. MISCELLANEOUS:

(1) **TIME.** Time is of the essence of this Agreement.

(2) **NOTICES.** Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

(a) the date and time the Notice is sent by email or fax;

(b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or

(c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

Buyer Initials MB / Date 04/20/2023

Seller Initials _____ / Date _____

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VACANT LAND REAL ESTATE SALE AGREEMENT

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

30. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

31. EXCLUSIONS: The following will not constitute Claims:

- (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (2) A forcible entry and detainer action (eviction);
- (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
- (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

33. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land

Buyer Initials MB / Date 04/20/2023

Seller Initials _____ / Date _____

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Sale Agreement # 04022023ep

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

459 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
460 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
461 (OREF) for this transaction.

462 Deed or contract will be prepared in the name of to be determined in escrow

463 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
464 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

465 This offer will automatically expire on (insert date) 04/24/2023 at 5 ☐ a.m. ☒ p.m. (the "Offer Deadline"). If not accepted by that
466 time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted
467 by Seller only in writing.

468 Buyer Michael Black City of Ashland Date 04/20/2023, 03:59:46 PM PDT a.m. p.m. ←

469 Buyer Date a.m. p.m. ←

470 This offer was transmitted to Seller for signature on (insert date) at a.m. p.m.
471 by (Agent(s) presenting offer).

472 **34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
473 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
474 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and
475 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology
476 and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for
477 this transaction.

478 Seller D & S Ventures, LLC Date a.m. p.m. ←

479 Seller Date a.m. p.m. ←

480 If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase) above, this Agreement will not become binding on
481 Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The
482 parties' failure to do so will be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction will be automatically terminated.

483 **35. SELLER'S REJECTION/COUNTEROFFER (select only one):**

484 ☐ Seller does not accept the above offer, but makes the attached counteroffer.

485 ☐ Seller rejects Buyer's offer.

486 Seller Date a.m. p.m. ←

487 Seller Date a.m. p.m. ←



Sale Agreement # 04022023ep
Addendum # 1

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) City of Ashland
Seller(s) D & S Ventures, LLC
Property Address or Tax ID # Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520
(the "Property")

Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

1) Inspection contingency per lines 143-170 of the Sale Agreement may include investigations with the City of Ashland, Jackson County, and any other inquiries or inspections the Buyer deems necessary or appropriate. Cancellation during this period is at the full discretion of the Buyer, with earnest money being fully refundable during this period.

2) Offer is contingent upon the Buyer receiving final approval from the Ashland City Council and the Parks and Rec Commission.

3) Buyer, at Buyer's expense, shall hire a licensed appraiser qualified to appraise the subject property. Offer is contingent upon the property appraising for at or above the agreed-upon purchase price. If the appraisal is lower than the agreed-upon purchase price, Buyer shall notify Seller, and parties will have seven business days following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) to reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required to reach an agreement under the preceding provision (b). If (a) or (b) fail to occur within seven business days, this transaction shall be automatically terminated, and all Deposits will be promptly refunded to the Buyer.

4) Seller agrees to provide Buyer with copies of the following items, including but not limited to lease agreements, copies of all utility and maintenance invoices for the last twelve months, copies of all environmental assessments, environmental studies, all communication with City of Ashland Planning Department, any other binding agreements or contracts, and documents relating to the Property to the extent in Seller's possession or control (the "Property Information"). All Property Information should be emailed to the Buyer or their representatives within ten business days of mutual acceptance.

5) Seller shall not enter into any leases or contracts for the Property or any amendments

Buyer Initials MB / Date 04/20/2023

Seller Initials ____ / Date ____

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Sale Agreement # 04022023ep
Addendum # _____

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

35 without Buyer's prior written consent. Seller shall terminate any service contracts and
36 purchase agreements at Closing which Buyer does not elect to assume, and Seller shall
37 indemnify Buyer for any loss incurred thereunder.

38
39 6) Full Circle Real Estate waives all commission paid by Seller.

40
41 7) Buyer and Seller agree to extend the close of escrow up to twenty business days if there is
42 an issue with completing an appraisal prior to the close of escrow.

62 Buyer Michael Black City of Ashland Date 04/20/2023, 03:59:46 PM PDT ____ a.m. ____ p.m. ←

63 Buyer _____ Date _____ ____ a.m. ____ p.m. ←

64 Seller _____ D & S Ventures, LLC Date _____ ____ a.m. ____ p.m. ←

65 Seller _____ Date _____ ____ a.m. ____ p.m. ←

Buyer's Agent Eric Poole Seller's Agent Greg Goebelt, Meghan McNulty

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Sale Agreement # 04022023ep
Addendum # 2

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 Buyer(s) City of Ashland
2 Seller(s) D & S Ventures, LLC
3 Property Address or Tax ID # Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520
4 _____ (the "Property")

5 Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:
6 Due to complications with getting a check from the City of Ashland, the Seller and Buyer agree
7 that the timeline to get earnest money to First American Title will be extended until May 15,
8 2023, at 5 pm.
9 _____
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19 _____
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30 Buyer Michael Black City of Ashland Date 05/09/2023, 12:57:05 PM PDT _____ a.m. _____ p.m. ←
31 Buyer _____ Date _____ a.m. _____ p.m. ←
32 Seller Daniel Kravtsov, managing partner of D&S Ventures LLC D & S Ventures, LLC Date 05/10/2023 _____ a.m. _____ p.m. ←
33 Seller _____ Date _____ a.m. _____ p.m. ←

34 Buyer's Agent Eric Poole Seller's Agent Greg Goebelt, Meghan McNulty

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Council Business Meeting

August 15, 2023

Agenda Item	Acquisition of the Coming Attractions property at 2200 Ashland Street (Taxlot 391E14BB -TL300) for an emergency and Inclement weather shelter		
From	Joseph L. Lessard Scott Fleury Brandon Goldman	City Manager Public Works Director Community Development Director	
Contact	Joe.lessard@ashland.or.us		
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐		

SUMMARY

Before Council is a request to approve the acquisition of 2200 Ashland Street (391E14BB -Tax Lot 300; 1.20 acres) with a 3097 sq-ft commercial facility, for use as an emergency and inclement weather shelter.

POLICIES, PLANS & GOALS SUPPORTED

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

BACKGROUND AND ADDITIONAL INFORMATION

The Council has long been engaged with City Management to determine appropriate next steps for an emergency and inclement weather shelter, specifically acquisition of a site/building that can accommodate the City's needs long-term and align with previously awarded grants.

The City has been coordinating with a Commercial Real Estate Agent on acquisition and been negotiating for acquisition of 2200 Ashland St. ,391E14BB -Tax Lot 300. The site is 1.2 acres with a 3097 square foot commercial use officed space building and parking. The building can be improved to accommodate an overnight shelter that meets the City's need for an inclement weather shelter (primarily winter & summer seasons) that also meets requirements of the State of Oregon's 'All In' grant that was accepted by the Council at its June 6, 2023, Regular Meeting.

The negotiation has concluded with both the seller and buyer (City of Ashland) reaching terms.

The general terms of the acquisition are:

- The total purchase prices is \$2 million; and
- The purchase price will be paid by an all-cash payment of \$1.4 million from grant funds and owner carry financing of \$600 thousand at 3.75% for 20 years with no prepayment penalties.

FISCAL IMPACTS

The City has received two grants that support an emergency and inclement weather shelter for houseless individuals. The first Grant is a State of Oregon's "All In" grant of \$1,158,100. The second grant is a Department of Administrative Services (DAS) grant of \$1,000,000. The City also appropriated \$200,000 in its 2023-2025 BN General Fund Budget for use towards operation of its inclement weather shelter. These funds will be used to





Council Business Meeting

cover the cash required for the property acquisition and the remaining funding will be used to improve the facility, cover future financing payments until additional grant funds are secured and cover the facility's operation costs.

SUGGESTED NEXT STEPS

Next steps including closing on the property and making necessary improvements to begin occupation as an emergency shelter under the previously accepted grant requirements. The City staff will also respond to questions from nearby neighborhood residents and businesses concerning the emergency shelter's operation and plan to for next steps to address potential concerns.

MOTION

I move to approve the acquisition of 2200 Ashland Street, property 391E14BB -Tax Lot 300 for a cash price of \$1,400,000 and owner carried finance of \$600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.

REFERENCES & ATTACHMENTS

None



Council Business Meeting

August 15, 2023

Agenda Item	Talent-Ashland-Phoenix (TAP) Intertie New Operating Intergovernmental Agreement	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve a new TAP Operating Intergovernmental Agreement (IGA) between the Cities of Talent, Ashland, and Phoenix. The TAP Communities have been operating together under an IGA that was developed in 2000 and amended several times since then. After development and acceptance of the TAP Master Plan Document the three communities determined it was in their best interest to develop and updated operating IGA that better outlined actual operating conditions and components of the master plan.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Drinking Water System
- Stormwater

Enhance Value Services:

- Water Conservation
- Address Climate Change

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTIONS

The Council has taken numerous actions associated with the TAP intertie system since acquiring water rights on Lost Creek Reservoir and providing for the initial capacity investment in the system. The last major action was acceptance of the TAP Master Plan:

1: [Staff Report](#)

2: [Minutes](#)

BACKGROUND AND ADDITIONAL INFORMATION

In the late 1990s, the TAP Partner Cities collaborated in the development of a new water supply transmission project to provide domestic water from the Medford Water Commission (MWC) to their communities. The City of Talent (Talent) needed to replace its aging source of supply (water



Council Business Meeting

treatment facility on Bear Creek); the City of Phoenix (Phoenix) needed to supplement its existing supply from MWC; and the City of Ashland (Ashland) wanted access to a secondary emergency source of supply.

In 2000, the TAP Partner Cities entered into an IGA to construct the TAP water supply system from the MWC to Talent. Following the initial infrastructure improvements to supply water to Talent and Phoenix, several more system improvements were completed. In 2014, Ashland installed additional transmission facilities to provide an emergency supply source for its community. The original IGA was amended several times between 2000 and 2007 to reflect the changes in management and cost-sharing decision making because of the changes to facilities and operations. Other interlocal agreements were created to handle capital project cost sharing, and a 2006 agreement between just Talent and Ashland was created for emergency water service. In 2016, the TAP Partner Cities signed an IGA with RVCOG for provision of certain administrative services to support the functions of the TAP Water System.

With completion of the first long-range planning document for the TAP Water System, the TAP Water Master Plan, which was adopted by all TAP Partner Cities in 2022, it was acknowledged that a new IGA needed to be created that would improve management of the system and capture the latest understanding between the TAP Partner Cities, the capacity needs of each, and cost allocations to operate and maintain the TAP Water System. All three communities agreed to engage a consultant to assist in development of the new IGA. A scope and fee contract with Hansford Economic Consulting was agreed upon by all three communities and has subsequently been administered by the City of Phoenix. Hansford Economic Consulting has provided the financial analysis for each communities independent Water Master Plans and the TAP Master Plan and thus was well versed in assisting development of a new operating IGA.

The new IGA was developed in collaboration with Talent-Phoenix-Ashland staff with consultant support provided by Hansford and RH2 Engineering. The process took several months and was started in late 2022. The new IGA clarifies roles and responsibilities, management, and cost sharing of capital project expenses, operations, maintenance, and depreciation expenses. Methods for handling conflicts are described, and direction is provided for annual upkeep of the agreement as well as administrative actions to make management of the TAP Water System a continual process, while preserving historical record. The new IGA provides clear guidance on how to cooperatively manage the TAP Water System such that key information is preserved and decision-making kept in a formal, yet flexible, arrangement; this is particularly useful as staff turnover occurs at each TAP Partner City in the future.

The IGA in final form was reviewed and approved by all three entities Legal representation and the City's of Talent and Phoenix have already approved the IGA, reference attachment #2

FISCAL IMPACTS

There are numerous fiscal implications associated with the IGA. The first being the contract associated with development of the IGA. All three communities agreed to contract with Hansford Consulting for assistance in developing the Operating IGA at a total amount of \$48,000, split equally among each community. There is



Council Business Meeting

approximately \$21,000 remaining on the contract with the project essentially finished upon approval by the City of Ashland Council. The City of Phoenix acted as contract lead agency for the Operating IGA update.

Additional fiscal impacts are outlined in the Operating IGA and developed out of the TAP Master Plan Financial Analysis and capacity share requirements, reference exhibits B, C and E specifically. These exhibits define the cost allocation, project costs and reserve fund requirements.

Lastly as part of the IGA development and discussion a secretary and financial administrator is required to administer the IGA, financials and monthly meetings. Currently the Rogue Valley Council of Governments (RVCOG) manages the financial billing system for all three communities, and they are interested in and willing to act as Secretary/Administrator as defined in the IGA. An updated scope/fee IGA will need to be developed with RVCOG and the TAP group moving forward.

DISCUSSION QUESTIONS

Does the Council have any questions about the Operating IGA?

SUGGESTED NEXT STEPS

Next steps include updating the current IGA with RVCOG to include the secretary and financial administrator work requirements of the IGA,

MOTION

"I move approval of the new Intergovernmental Agreement between the cities of Talent, Ashland, and Phoenix for TAP water distribution system facilities, operations and maintenance management and cost-sharing, and authorize the City Manager to execute said IGA."

REFERENCES & ATTACHMENTS

Attachment #1: TAP Operating Intergovernmental Agreement

Attachment #2: Talent and Phoenix staff reports-approval of IGA

INTERGOVERNMENTAL AGREEMENT

Between the Cities of Talent, Ashland, and Phoenix
For TAP Water Distribution System Facilities,
Operations and Maintenance Management and Cost-Sharing

This Intergovernmental Agreement (hereinafter “IGA” or “Agreement”) between the incorporated municipalities of Talent, Ashland, and Phoenix, hereinafter referred to collectively as the TAP PARTNERS, sets forth the terms and conditions for management and cost-sharing of the TAP WATER SYSTEM.

SECTION 1: RECITALS

WHEREAS, the TAP PARTNERS affirm that they are authorized to enter into intergovernmental agreements regarding the provision of water service pursuant to ORS 190.010; and

WHEREAS, the TAP PARTNERS have cooperatively developed and operated the TAP WATER SYSTEM since 2000; and

WHEREAS, it is in the interests of all TAP PARTNERS to continue development and operation of the TAP WATER SYSTEM; and

WHEREAS, this agreement does not give the TAP PARTNERS ownership in any other part of the water systems owned by ASHLAND, PHOENIX, and TALENT;

NOW THEREFORE, in consideration of the terms, conditions, stipulations and covenants herein contained, the TAP PARTNERS agree to the following:

SECTION 2: DEFINITIONS

1. ADMINISTRATIVE COSTS means expenses of any TAP PARTNER, the SECRETARY, and the FINANCIAL ADMINISTRATOR reasonably related to the operation and maintenance of the TAP WATER SYSTEM.
2. ASHLAND means City of Ashland, whose boundaries may be adjusted from time to time by annexation or other boundary actions.
3. CURRENT CAPACITY SHARE means the share of capacity of each TAP facility paid for by each TAP PARTNER, or as mutually agreed to in Section 7.3.
4. FACILITIES MAINTENANCE AND REPAIR COSTS means costs incurred for work conducted by City crews or by contractors retained by TAP PARTNERS that is either routine in nature, or triggered by an emergency repair situation. Items may include, but are not

limited to; emergency pipeline repairs, landscaping, valve replacements, generator repairs, and interior and exterior building painting at booster pump stations.

5. FINANCIAL ADMINISTRATOR means a third party contracted with the TAP PARTNERS to (1) handle assembly of all OPERATIONS AND MAINTENANCE COSTS each month, perform cost allocation among the TAP PARTNERS, and bill each TAP PARTNER their allocated cost each month, (2) record PROJECT COSTS, allocations and payments as provided by the LEAD TAP PARTNER for their PROJECT, and (3) provide quarterly financial statements to the TAP COMMITTEE.
6. FLOW means that certain volume of POTABLE WATER expressed in gallons per day as measured by water meters located throughout the TAP WATER SYSTEM.
7. FORCE MAJEURE EVENT means each or any act of war, insurrection, terrorism (foreign or domestic), strikes, walkouts, riots, floods, drought, earthquakes, tsunamis, hurricanes, fires, casualties, pandemics, acts of God, governmental restrictions imposed or mandated by governmental entities other than the TAP PARTNERS, enactment of conflicting State or Federal laws or regulations, and litigation or similar bases for excused performance that is not within reasonable control of the TAP PARTNER to be excused.
8. HISTORICAL WATER USE means the total water use as measured April 1 through March 31 for the past 5 years.
9. IGA means intergovernmental agreement.
10. JOINT BILLS means bills incurred for third-party services (such as power) to all jointly-owned TAP WATER SYSTEM facilities.
11. LEAD TAP PARTNER means the city administering a certain PROJECT(S) on behalf of the TAP PARTNERS.
12. MWC means Medford Water Commission.
13. OPERATION AND MAINTENANCE COSTS means actual costs to the TAP PARTNERS for wheeling of water between TAP PARTNERS through the TAP WATER SYSTEM, including all ADMINISTRATIVE COSTS, JOINT BILLS, and FACILITIES MAINTENANCE AND REPAIR COSTS.
14. ORS means Oregon Revised Statutes.
15. PHOENIX means City of Phoenix, whose boundaries may be adjusted from time to time by annexation or other boundary actions.

16. POTABLE WATER means water that has been treated by the MWC and delivered at certain points of connection in the TAP WATER SYSTEM.
17. PROJECTS means scopes of work of REHABILITATION and/or expansion of capacity in the TAP WATER SYSTEM, and TAP Master Water Plan updates. Replacement of a generator is a PROJECT, for example, whereas repair of a generator is FACILITIES MAINTENANCE AND REPAIR.
18. PROJECT COSTS means the capital costs of PROJECTS.
19. REHABILITATION means the replacement and/or upgrade of existing TAP WATER SYSTEM assets.
20. RVCOG means the Rogue Valley Council of Governments.
21. SDCs means system development charges as established in ORS 223.297 through ORS 223.316 or successor statutes.
22. SECRETARY means the TAP PARTNER or third party responsible for all secretarial duties during the current fiscal year. Secretarial duties include noticing meetings, conducting emergency polls, providing meeting minutes, and record-keeping.
23. TAP COMMITTEE means the representatives for ASHLAND, PHOENIX, and TALENT that meet to coordinate the affairs of the TAP WATER SYSTEM.
24. TALENT means City of Talent, whose boundaries may be adjusted from time to time by annexation or other boundary actions.
25. TAP PARTNERS means the cities of ASHLAND, PHOENIX, and TALENT.
26. TAP WATER SYSTEM means the shared facilities that together create the interconnected water system between the TAP PARTNERS.

SECTION 3: DESCRIPTION OF TAP FACILITIES, WATER AND ELECTRIC MEASUREMENT

3.1 Location of TAP Facilities. Exhibit A illustrates the location and type of TAP Facilities. The SECRETARY shall cause the exhibit to be updated whenever capital improvements or decommissioning of facilities are made to the TAP WATER SYSTEM.

3.2 TAP Water Master Plan. The TAP Water Master Plan provides description of all the major TAP WATER SYSTEM Facilities. The TAP PARTNERS shall prepare updates of the TAP Water

Master Plan every five years, or as close to every five years as is practicable, in accordance with industry best practices. TAP Water Master Plan updates will be treated as a PROJECT, with a LEAD TAP PARTNER appointed by the TAP PARTNERS.

3.3 Water and Electric Measurement. The TAP PARTNERS are responsible for periodic testing and replacement of the water meters to ensure accurate meter reads for monthly billing purposes. The TAP PARTNERS are not responsible for electric measurement, which is the responsibility of the power provider.

SECTION 4: FACILITIES INSURANCE

4.1 TAP WATER SYSTEM Insurance. All TAP PARTNERS will carry insurance on all TAP WATER SYSTEM facilities that they operate. In the event of an insurance claim on a TAP facility shown in **Exhibit A**, the damages for which the policy holder is liable, and any resulting increase in insurance premium that can reasonably be isolated to the claim, shall be allocated among the holders of capacity of the affected TAP facility in a manner agreed to by the TAP PARTNERS. Costs shall be submitted to the FINANCIAL ADMINISTRATOR as an ADMINISTRATIVE COST, and reimbursement to the policy holder shall be made pursuant to Section 7.2.

SECTION 5: REGIONAL WATER RIGHTS STRATEGY

5.1 Water Sharing Plan. The TAP PARTNERS have each entered into an IGA with other regional partners to ensure the most efficient use of Rogue Valley water resources. Nothing within this IGA shall usurp any section of The Intergovernmental Agreement for a Coordinated Water Rights Management and Water Sharing Plan, effective September 19, 2022, and as it may be amended.

SECTION 6: SYSTEM MANAGEMENT

6.1 General. The TAP PARTNERS agree they shall coordinate their operations such that the conveyance of water is optimized to prevent water-related incidents resulting in leaks, excessive power bills, and hazardous conditions to the general public. The TAP PARTNERS agree to coordinate regarding the possible increase in water supply deliveries in an emergency to the extent necessary.

6.2 TAP COMMITTEE Authority. The TAP COMMITTEE is granted authority to monitor TAP WATER SYSTEM implementation, status, performance, and expenses in order to help ensure that the TAP WATER SYSTEM meets its intended purpose in the most efficient and effective manner. The TAP COMMITTEE has the authority to contract with RVCOG, or other entities to manage, operate, maintain, repair and replace any portion of the TAP SYSTEM.

Actions of the members of the TAP COMMITTEE must reflect the policies and directives of the TAP PARTNER they represent.

6.3 TAP COMMITTEE Membership and Structure. The TAP COMMITTEE will be composed of one (1) representative appointed by each TAP PARTNER. Each representative will serve until replaced by his or her city. Each TAP PARTNER shall appoint an alternate to serve in the absence of the TAP COMMITTEE representative.

6.3.1 SECRETARY. At the last regular meeting of the current fiscal year (July 1 through June 30) a SECRETARY shall be appointed, or if a third party, shall be engaged, by the TAP COMMITTEE for the forthcoming fiscal year.

6.3.2 FINANCIAL ADMINISTRATOR. At the last regular meeting of the current fiscal year (July 1 through June 30), or before, the TAP COMMITTEE will secure a renewed or new contract with the FINANCIAL ADMINISTRATOR for the forthcoming fiscal year.

6.4 TAP COMMITTEE Voting Privileges. Each member will have one (1) vote. No proxy votes shall be allowed. If the primary and alternate TAP COMMITTEE representatives are both in attendance at a TAP COMMITTEE meeting, the alternate shall not have a vote.

6.5 Approval. Any matter may be approved only by unanimous vote of the TAP COMMITTEE representatives.

6.6 Meetings.

6.6.1 Quorum. All three (3) TAP COMMITTEE members and/or their alternates must be in attendance to have a quorum. Attendance may be in-person or virtual.

6.6.2 Guests. The TAP COMMITTEE shall invite guests to regularly scheduled meetings as needed for TAP business.

6.6.3 Frequency. The TAP COMMITTEE shall meet at least once every quarter (three months) at such time and place or virtual setting that best suits the TAP COMMITTEE representatives. An item of business at each meeting will be setting the date of the next meeting. The SECRETARY shall provide notice of the next meeting to all TAP COMMITTEE representatives and alternates at least one week in advance of the meeting. Meetings shall also be held at any time for any reason upon the request of any TAP COMMITTEE representative upon two (2) day's oral or written notice to the SECRETARY.

6.6.4 Time and Place. The time and place of meeting or virtual meeting shall be scheduled and determined by the SECRETARY in consultation with the TAP COMMITTEE representatives.

6.6.5 Emergency Polls in Lieu of meetings. Emergency poll votes, initiated by any TAP PARTNER, may be conducted in lieu of meetings if necessary or otherwise advisable. Each TAP COMMITTEE representative shall have two (2) days to respond to the poll. Non-responding TAP COMMITTEE representatives or their alternates shall be contacted

by the SECRETARY via email or telephone to ensure notice had been received and to obtain a confirmation of position. Once the results are received, they may be acted upon immediately. Any such results shall be ratified at the next meeting with a quorum of TAP COMMITTEE representatives.

6.6.6 Minutes. Written minutes shall be taken at each meeting. The SECRETARY shall prepare minutes. Minutes shall record all decision items taken by the TAP COMMITTEE and all major discussion items. Minutes shall be reviewed and approved at the next TAP COMMITTEE meeting and electronically stored by the SECRETARY.

6.6.7 Conduct of Meetings. In the event of a dispute, parliamentary procedure shall be conducted in accordance with the latest version of Robert's Rules of Order.

SECTION 7: ADMINISTRATIVE FUNCTIONS

7.1 Responsibilities.

7.1.1 Records. The SECRETARY is responsible for maintaining all records associated with this IGA. At the last regular meeting of the current fiscal year (July 1 through June 30), the TAP COMMITTEE shall review the records assembled by the SECRETARY, including updates to the Exhibits of this IGA completed by the FINANCIAL ADMINISTRATOR and SECRETARY.

7.1.2 TAP COMMITTEE Reporting to TAP PARTNERS. The TAP COMMITTEE may prepare reports to the TAP PARTNERS as the need arises. The TAP COMMITTEE will evaluate any proposed material changes to the TAP WATER SYSTEM included in this IGA and make recommendations to TAP PARTNERS as appropriate.

The TAP COMMITTEE is an advisory board whose members strictly represent the interest of the TAP PARTNERS. The TAP PARTNERS are not required to adopt an ordinance ratifying the creation of the TAP COMMITTEE pursuant to ORS 190.085 and are not subject to ORS 294 generally, including any requirement therein to undergo an annual budget process. TAP COMMITTEE representatives do not have the discretion to make independent policy decisions but instead carry out policy established by each TAP PARTNER regarding the delivery of water to each TAP PARTNER on behalf of the cities that they represent. The TAP COMMITTEE performs certain purely ministerial duties in addition to its advisory function on behalf of the TAP PARTNERS.

7.2 Processing and Payment of Bills for OPERATIONS AND MAINTENANCE COSTS. The FINANCIAL ADMINISTRATOR shall assume the following responsibilities.

7.2.1 Receipt of Bills. The FINANCIAL ADMINISTRATOR will receive and process all ADMINISTRATIVE COSTS, JOINT BILLS and FACILITIES MAINTENANCE AND REPAIR COSTS connected with the TAP WATER SYSTEM.

7.2.2 OPERATIONS AND MAINTENANCE COSTS allocation. The FINANCIAL ADMINISTRATOR will promptly record all bills received per 7.2.1 in an electronic folder, and will apportion each TAP PARTNER's responsibility for payment pursuant to **Exhibit B**, as it may be amended from time to time.

7.2.3 Confirmation of Accuracy of Bills. The FINANCIAL ADMINISTRATOR will make every reasonable effort to confirm the accuracy of all bills and charges received. However, each TAP PARTNER shall share responsibility for attempting to ensure that source billing information, such as meter reads, are timely and accurate.

7.2.4 Payment of Bills and Notification to each TAP PARTNER of its Share. The TAP PARTNERS and/or FINANCIAL ADMINISTRATOR will promptly pay all bills and charges received no later than the dates they are due. Any bills paid by TAP PARTNERS must be provided to the FINANCIAL ADMINISTRATOR at least quarterly. The FINANCIAL ADMINISTRATOR shall notify each TAP PARTNER of its contractual share of each bill received and paid via appropriate electronic means. Notification shall be sent to the TAP COMMITTEE representatives. Notification shall include an electronic copy of the applicable bill or charge.

7.2.5 Reimbursement by TAP PARTNERS. Each TAP PARTNER shall promptly reimburse the FINANCIAL ADMINISTRATOR for its share of the bills paid by the FINANCIAL ADMINISTRATOR or other TAP PARTNERS pursuant to this IGA. Payment shall be made no later than thirty (30) days after the date of the notice described in 7.2.4.

7.2.6 Reminder Notices. The FINANCIAL ADMINISTRATOR shall send a reminder notice via appropriate electronic means to any TAP PARTNER that has failed to pay a billed charge thirty (30) days after the date of delivery of the invoice.

7.3 Processing and Payment of Bills for PROJECT COSTS. PROJECTS may be administered by any TAP PARTNER. The LEAD TAP PARTNER for a PROJECT(S) will assume the same responsibilities as the FINANCIAL ADMINISTRATOR for Sections 7.2.1, 7.2.2, 7.2.3, and 7.2.5, and each TAP PARTNER shall, within thirty (30) days of receiving notice of the bills, promptly reimburse the LEAD TAP PARTNER for its share of the bills, which may have already been paid by the LEAD TAP PARTNER.

7.3.1 PROJECT COSTS Allocation. The LEAD TAP PARTNER will allocate PROJECT COSTS to the TAP PARTNERS per the terms of the IGA for that PROJECT. Any time a new PROJECT IGA is approved by the TAP PARTNERS, it will be added to the list of PROJECTS in **Exhibit C**. A template for creation of a new PROJECT IGA is provided in **Exhibit D**.

7.3.2 PROJECT Financing Costs. Any financing costs incurred will be allocated according to the percentage allocations specified in **Exhibit C** if the LEAD TAP PARTNER finances

the entire PROJECT. When each TAP PARTNER secures its own financing costs for its share of a PROJECT the LEAD TAP PARTNER will not allocate any financing charges.

7.3.3 PROJECT COSTS record keeping. Every quarter, the LEAD TAP PARTNER(S) will provide records of PROJECT COSTS and payments to the FINANCIAL ADMINISTRATOR for preparation of quarterly financial statements.

7.4 Accounting. The FINANCIAL ADMINISTRATOR shall keep accurate books and records of all bills and other charges received and paid in connection with the TAP WATER SYSTEM, and of all payments received by TAP PARTNERS in reimbursement of bills and charges. All accounting shall be conducted in accounting software that can be easily transferred to other users.

SECTION 8: SYSTEM DEVELOPMENT CHARGES

8.1 System Development Charges. The TAP PARTNERS agree to independently collect Water SDCs for reimbursement and improvement costs associated with the TAP WATER SYSTEM. The SDCs will be different for each TAP PARTNER based on their share of estimated PROJECT COSTS described in the Water Master Plan, or as subsequently identified by the TAP COMMITTEE.

8.1.1 Use of Reimbursement Water SDCs. The TAP portion of Reimbursement Water SDCs collected by TAP WATER PARTNERS will be retained by each TAP PARTNER to pay for its cost share of REHABILITATION PROJECTS.

8.1.2 Use of Improvement Water SDCs. The TAP portion of Improvement Water SDCs collected by TAP WATER PARTNERS will be retained by each TAP PARTNER to pay for its cost share of expanded capacity in the TAP WATER SYSTEM.

SECTION 9: TAP WATER SYSTEM REHABILITATION FISCAL RESPONSIBILITY

9.1 REHABILITATION Reserve Funds. Each TAP PARTNER will establish a TAP REHABILITATION Reserve Fund wherein monies will accumulate for TAP WATER SYSTEM REHABILITATION. Each year, the TAP PARTNERS shall establish the amount to be funded within each TAP PARTNER's respective budget using information contained in **Exhibit E**, which shall be updated annually by the SECRETARY.

9.2 Use of Designated Funds. Reimbursement Water SDC and Rehabilitation Reserve Funds are Designated Funds which revenues may collectively be used by a TAP PARTNER to fund their allocated share of REHABILITATION PROJECTS COSTS.

SECTION 10: DELINQUENT PAYMENTS AND PENALTIES

10.1 Delinquency. Monthly payments for OPERATIONS AND MAINTENANCE COSTS are due on the first day of each month and are delinquent on the 15th day of each month. Delinquent payments are subject to interest accrual of 10%.

10.2 PROJECT COST Delinquency. The LEAD TAP PARTNER for a PROJECT will administer any delinquency penalties per the terms of the IGA for that PROJECT.

SECTION 11: DISPUTE RESOLUTION

11.1 Dispute Resolution Steps. If a dispute arises between the TAP PARTNERS regarding this IGA, the TAP PARTNERS shall attempt to resolve the dispute through the following steps:

1. Step One – Negotiation. The TAP COMMITTEE members, or such other persons designated by each TAP PARTNER, will negotiate on half of the TAP PARTNER they represent. If the dispute is resolved at this step, there shall be a written determination of such resolution signed by the committee members or designated persons and ratified by their respective governing body, which shall be binding upon each of the TAP PARTNERS.
2. Step Two – Mediation. If the dispute cannot be resolved within 30 days of commencing Step One, the parties shall submit the matter to non-binding mediation. TAP COMMITTEE members shall attempt to agree on a mediator. If they cannot agree, then they shall request the Jackson County Circuit Court to appoint a mediator as provided in ORS Chapter 36. The cost of mediation shall be borne equally between the TAP PARTNERS. Each TAP PARTNER shall be responsible for its own costs and fees. The TAP PARTNERS agree to mediate in good faith. If the issues are resolved at this Step, a written determination of such resolution shall be signed by each TAP PARTNER Mayor and ratified by each City Council.
3. Step Three – Arbitration. If the TAP PARTNERS are unsuccessful at Steps One and Two, then the dispute shall be settled by arbitration. The parties shall attempt to agree on an arbitrator. If they cannot agree upon an arbitrator within ten days, the parties shall submit the matter of determining an arbitrator to the Presiding Judge of the Jackson County Circuit Court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The decision of the arbitrator shall be final and binding upon all parties and there shall be no appeal to any court. Expenses of arbitration shall be borne by the losing party or parties. Each party shall pay its own attorney fees in such arbitration unless the arbitrator orders otherwise.

SECTION 12: INDEMNIFICATION AND FORCE MAJEURE

12.1 Indemnification. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7, the TAP PARTNERS agree to save, hold harmless and indemnify each other from any loss, damage, injury, claim, or demand by a third party against either party to this IGA arising from the activities of the other party in connection with this IGA. No party shall be required to indemnify

any other party for any liability arising out of the wrongful act of another party or the wrongful act on an agent of another party.

12.2 Force Majeure. In addition to the specific provisions of this Agreement, performance by any TAP PARTNER will not be considered in default where delays or failure to perform or conform to the terms of this IGA is due to a Force Majeure event as defined herein.

SECTION 13: NOTICES

13.1 Mailed Notices. Any notice required or permitted to be given, is agreed to be given in writing and will be effective upon receipt for hand delivery or upon actual receipt or three (3) days after mailing, whichever is earlier, for notices delivered by U.S. mail, first class postage prepaid, addressed to the TAP PARTNERS as follows:

City of ASHLAND
Attn: City Manager
20 East Main Street
Ashland, OR 97520

City of PHOENIX
Attn: City Manager
PO Box 330
Phoenix, OR 97535

City of TALENT
Attn: City Manager
PO Box 445
Talent, OR 97540

SECTION 14: AMENDMENTS

14.1 Entire Agreement. This document and all Exhibits shall constitute the entire Agreement between the TAP PARTNERS. The SECRETARY will maintain a list of all current TAP WATER SYSTEM IGAs in **Exhibit F** of this IGA.

14.2 Amendments. All amendments, modifications, or changes to the provisions of this Agreement in whole or in part, may be entered into at any time upon mutual agreement, signed by all TAP PARTNERS. The IGA may be voided at any time upon mutual agreement, signed by all TAP PARTNERS.

14.3 Transfer of Interest. No TAP PARTNER shall assign or transfer any of its interest in this Agreement without the prior written consent of the other TAP PARTNERS.

SECTION 15: ADDITIONAL PROVISIONS

15.1 Exclusive Property. All work produced by or for the TAP PARTNERS regarding the TAP WATER SYSTEM shall be the exclusive property of the TAP PARTNERS. Any person(s) or entities may obtain a copy of any public record by paying for the reproduction costs of the item(s) requested.

SECTION 16: TERM AND TERMINATION

16.1 Term. This IGA shall become effective as of the last date of execution by a TAP PARTNER. The term of this IGA shall be perpetual. Any termination of this IGA shall not prejudice any rights or obligations accrued to the TAP PARTNERS prior to termination.

16.2 Termination. The TAP PARTNERS acknowledge and agree that any and all prior intergovernmental agreements for the TAP WATER SYSTEM are hereby terminated and have no further force or effect, with the exception of the Intergovernmental Agreement for the American Rescue Plan Act TAP Water System Improvements among the Cities of Talent, Ashland, and Phoenix, February 2022, and the 2016 TAP RVCOG IGA for Billing.

IN WITNESS WHEREOF, TAP PARTNERS have caused this IGA to be executed by their authorized representatives as of the date of the last signature affixed below:

PARTIES TO THE AGREEMENT

City Manager
City of Talent

Date

City Manager
City of Ashland

Date

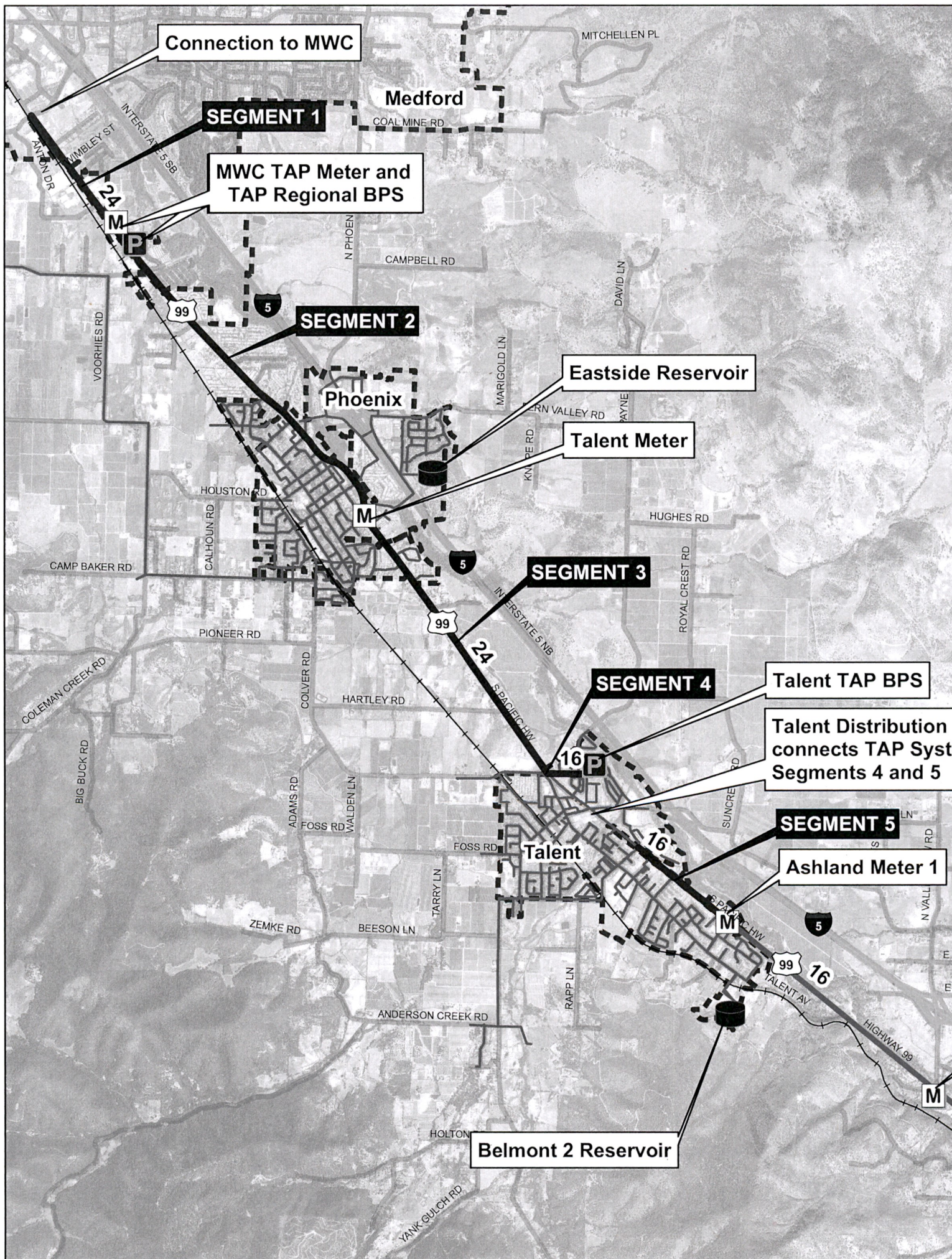
City Manager
City of Phoenix

Date

Exhibit A

TAP Facilities

Exhibit A illustrates and describes the facilities of the TAP WATER SYSTEM. The SECRETARY shall maintain and update this exhibit annually every April.



Connection to MWC

SEGMENT 1

MWC TAP Meter and
TAP Regional BPS

SEGMENT 2

Eastside Reservoir

Talent Meter

SEGMENT 3

SEGMENT 4

Talent TAP BPS

Talent Distribution
connects TAP Syst
Segments 4 and 5

SEGMENT 5

Ashland Meter 1

Belmont 2 Reservoir

Exhibit B

TAP OPERATIONS AND MAINTENANCE COSTS AND COST ALLOCATION

It is the obligation of each TAP PARTNER to submit monthly, but no less than quarterly, the following OPERATIONS AND MAINTENANCE COSTS data, which list may be amended from time to time, to the FINANCIAL ADMINISTRATOR.

1. ADMINISTRATIVE COSTS

- a) TAP PARTNER administrative costs relating to the TAP WATER SYSTEM
- b) FINANCIAL ADMINISTRATOR costs
- c) Other administrative costs

2. JOINT BILLS

- a) Power Bills for electricity consumption at the booster pump stations
- b) Medford Water Commission bills
- c) Other shared bills

3. FACILITIES MAINTENANCE AND REPAIR COSTS

- a) Regional Booster Pump Station maintenance and repair costs
- b) Talent Booster Pump Station maintenance and repair costs
- c) Pipeline repairs costs
- d) Other maintenance costs

The FINANCIAL ADMINISTRATOR shall update Table B.1 every April for use in cost allocation the following fiscal year. The FINANCIAL ADMINISTRATOR shall allocate TAP OPERATIONS AND MAINTENANCE COSTS to the TAP PARTNERS using the cost allocation methodologies in Table B.2, or other cost allocations as mutually agreed to by the TAP PARTNERS, the following fiscal year. If any alternate, mutually agreed to, methodology(ies) is(are) used in any year, it(they) must be documented by the SECRETARY in the IGA.

Each April, the SECRETARY shall coordinate with the FINANCIAL ADMINISTRATOR to update the IGA Tables B.1 and B.2 as follows:

- 1. Historical water use records will be used to update Table A.1 to the most recent 5-year period.
- 2. ADMINISTRATIVE COSTS, JOINT BILLS, and FACILITIES MAINTENANCE AND REPAIR COSTS shall be added or removed as necessary in Table B.2.

Table B.1
Historical Water Use

TAP	April through March					HISTORICAL	Phoenix	Talent &	All
PARTNER	2018/19	2019/20	2020/21	2021/22	2022/23	WATER USE	& Talent	Ashland	Partners
	<i>thousands of gallons</i>					[1]	<u>HISTORICAL WATER USE Allocation</u>		
Phoenix	202,861	209,751	201,420	132,825	52,443	159,860	37.13%	0.00%	30.89%
Talent	266,438	266,080	277,917	262,639	280,065	270,628	62.87%	75.66%	52.29%
Ashland	66,479	8,265	48,020	166,832	145,690	87,057	0.00%	24.34%	16.82%
Total	535,778	484,096	527,357	562,296	478,198	517,545	100.00%	100.00%	100.00%

[1] By default this is the 5-year rolling average; however, the TAP PARTNERS may, by mutual agreement, change the allocation of costs based on HISTORICAL WATER USE for special circumstances.

Table B.2

Operations and Maintenance Costs Allocated by the Financial Administrator

Operations and Maintenance Costs	Charge Type or Frequency	Allocation Methodology
ADMINISTRATIVE COSTS		
Preparation of Financial Statements	No less than Quarterly	Equal Thirds
RVCOG Supplies	No less than Quarterly	Equal Thirds
JOINT BILLS		
Power Bills		for each Booster Station
Basic Charges	flat monthly fee	Historical Water Use (All)
Public Purpose	variable monthly fee	Metered Power Use
Energy Conservation	variable monthly fee	Metered Power Use
Low Income Assistance	variable monthly fee	Metered Power Use
J C Boyle Dam Removal	variable monthly fee	Metered Power Use
Copco Iron Gate Dams Removal	variable monthly fee	Metered Power Use
Medford City Franchise	variable monthly fee	Metered Power Use
Metered Use	variable monthly fee	Metered Power Use
Medford Water Commission Bills		
Water Use	variable monthly fee	Metered Water Use
RBPS Master Meter	flat monthly fee	Equal Thirds
Medford Utility Fees	flat monthly fee	Historical Water Use (All)
Other Shared Bills		
SOS Alarm @ RBPS	flat monthly fee	Equal Thirds
FACILITIES MAINTENANCE AND REPAIR COSTS		
RBPS Maintenance		
Hardware [2]	No less than Quarterly	Historical Water Use (All)
Labor	No less than Quarterly	Equal Thirds
TBPS Maintenance		
Hardware [2]	No less than Quarterly	Historical Water Use (Talent/Ashland)
Labor	No less than Quarterly	Equal Halves (Talent/Ashland)
Pipeline Repairs [2]		for each Pipeline Segment
Segment 1 (Phoenix/Talent/Ashland)	No less than Quarterly	Historical Water Use (All)
Segment 2 (Phoenix/Talent/Ashland)	No less than Quarterly	Historical Water Use (All)
Segment 3 (Phoenix/Talent/Ashland)	No less than Quarterly	Historical Water Use (All)
Segment 4 (Talent/Ashland)	No less than Quarterly	Historical Water Use (Talent/Ashland)
Segment 5 (Talent/Ashland)	No less than Quarterly	Historical Water Use (Talent/Ashland)

[1] Examples include electrical and radio programming work completed by contractors and landscape maintenance work completed by City crews.

[2] Routine and emergency repairs (not replacements/upgrades). May be conducted by City crews or contractors.

Exhibit C
TAP PROJECTS COSTS

Exhibit C catalogs cost share among TAP PARTNERS for PROJECTS. The SECRETARY shall maintain and update this exhibit annually every April.

Interlocal Agreement	LEAD TAP PARTNER	Exhibit F IGA #	Phoenix	Talent	Ashland	Total
ARPA IGA	Ashland	P.1	17.71%	40.92%	41.37%	100.00%

Exhibit D

INTERGOVERNMENTAL AGREEMENT FOR _____[*name of the Project*]_____ AMONG THE CITIES OF TALENT, ASHLAND, AND PHOENIX

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and among the Cities of Talent, Ashland, and Phoenix, Oregon, hereinafter collectively referred to as the "PARTNERS" and "TALENT", "ASHLAND", and "PHOENIX" when referred to individually.

RECITALS

- A. [*First recital*]
- B. [*Second recital*]
- C. [*Third recital*]
- D. [*add recitals as appropriate*]
- E. The PARTNERS agree that _____[*name of Project*]____ labor costs incurred by ____[*Lead TAP PARTNER*]’s Project Manager will be split among PARTNERS, at the rate of ____[\$*rate*]____ per hour, according to this cost share basis; City of Phoenix is responsible for ____[*x%*], City of Talent is responsible for ____[*x%*]____, and City of Ashland is responsible for ____[*x%*]____, as calculated in the attached ____["*Exhibit #*"]____ and incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained herein, the PARTNERS hereby agree to the following:

1. RECITALS/PURPOSE.

The above-listed recitals are true and correct and are specifically adopted and incorporated herein as the purpose of this Agreement.

2. DEFINITIONS.

- A. "TAP System" means the Talent, Ashland, Phoenix water transmission system, including transmission/distribution lines, reservoirs (tanks), pump stations, and assorted appurtenances.
- B. "Technical Advisory Committee" or "TAC" means a group comprised of at least one (1) representative from each of the PARTNERS. The Technical Advisory Committee function will be to assist in *[activities necessary for the project such as project design, engineering, bidding, and construction management]* .

C. *[add as needed]*

3. RESPONSIBILITIES.

A. The PARTNERS:

- 1. Agree to form a Technical Advisory Committee (hereinafter the "TAC") consisting of at least one (1) member from each of the PARTNERS. The TAC will meet regularly to review *[as relevant for the project - projects, design progress, construction progress, and other items as necessary]* .
- 2. Agree to provide, in a timely manner, the necessary information and facility access required for *[execution the project – could be the design, engineering, bidding and construction of projects, for example]*.
- 3. Agree to pay the identified, allocated cost of the project on the basis of *[describe the basis, could be by capacity, equal split, or other basis]* , plus project labor costs incurred by *[the Lead TAP PARTNER]* at the rate of *[\$x]* per hour.
- 4. Agree that each PARTNER affirms that they have the legal authority to construct the public improvements listed in this Agreement without regard to whether these improvements lie within easements, public rights-of-way, or real estate owned by the PARTNERS *[strike or modify as relevant to the Project; updating the Master Plan would not need this, for example]*

B. *[name of LEAD TAP PARTNER]*:

- 1. Agrees to award and administer contracts, pursuant to Oregon's Public Contracting Code and the *[name of the City]* Municipal Code, with an *[type of consultant, such as engineering consultant]* qualified to *[perform the work, develop the improvements and so forth]* to complete the Project.

2. Agrees to pay ___[frequency, most likely monthly]___ invoices to those ___[describe the type of consultant(s)]___ awarded a contract(s) pursuant to this Agreement on behalf of the PARTNERS.
3. Agrees to coordinate as necessary with the selected consultant ___[for description of the Project]___.
4. Agrees to invoice the PARTNERS monthly for any fees associated with the Project –[add any necessary description of payment or total cost]___.

C. [name of 2ND City]:

1. Agrees to reimburse the ___[name of Lead TAP PARTNER]___ for ___[name of 2nd City]___ total share of the costs of the Project within thirty (30) days of invoicing by ___[name of the Lead TAP PARTNER]___.
2. Agrees to coordinate as necessary with the selected consultant ___[provide more description]___.
3. [add as needed].

D. [name of 3RD City]:

1. Agrees to reimburse the ___[name of Lead TAP PARTNER]___ for ___[name of 3rd City]___ total share of the costs of the Project within thirty (30) days of invoicing by ___[name of the Lead TAP PARTNER]___.
2. Agrees to coordinate as necessary with the selected consultant ___[provide more description]___.
3. [add as needed].

4. ___[name of the]___ PROJECT, ESTIMATED PROJECT COSTS, AND PROPOSED WORK PLAN.

- A. The PARTNERS agree to complete the project(s) identified in this Agreement and agree that the projects have been selected from the TAP Water System Master Plan ___[or other document]___ are attached hereto as ___[“Exhibit #”]___ and fully incorporated herein by this reference.
- B. Cost estimates including ___[whatever is included, such as engineering, construction costs]___
- C. [add as needed]

5. DISPUTE RESOLUTION.

If the TAC determines that there is a dispute between any of the PARTNERS, and the TAC is unable to reach a resolution to such conflict through negotiation within ten (10) business days of a party giving notice to the other PARTNERS that a dispute has arisen, the dispute shall be presented to the executive officers of the PARTNERS (or their designated representatives) for resolution. In the event the dispute is not resolved using the above process, a party may proceed to mediation. To begin the mediation process, the partners will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally among the PARTNERS. In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Jackson County, Oregon, unless otherwise agreed by the PARTNERS. The prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party or parties.

6. LIABILITY, INDEMNITY AND HOLD HARMLESS.

A. INDEMNIFICATION. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims act, the PARTNERS hereby agree to indemnify, save, hold harmless, and defend each other from and against any claims, liabilities, or damages, including attorney fees, arising out of or related to the error, omission or negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this Agreement.

B. STATUS. In providing the services specified in this Agreement (and any associated services) the PARTNERS are public bodies and maintain their public body status as specified in ORS 30.260. The PARTNERS understand and acknowledge that each retains all immunities and privileges granted to them by the Oregon Tort Claims Act and any and all other statutory rights granted as a result of their status as local public bodies.

7. TERM AND TERMINATION.

The Agreement shall be effective upon the date of execution by all of the PARTNERS (hereinafter the "Effective Date") and shall continue in full force and effect until [date] . If the PARTNERS sign on separate dates, the last date shall be the Effective Date. Any PARTNER may agree to terminate its participation in this Agreement at any time by giving not less than fifteen (15) days prior written notice to the other PARTNERS, provided, however, that once a contract with the selected Consultant or Construction Contractor has been signed, the terminating PARTNER agrees to pay its full pro-rata share of the cost of such contract to [name of Lead TAP PARTNER] .

8. NOTICE.

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other parties: by personal delivery; by sending via a reputable commercial overnight courier; or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address(es) set forth below:

If to ASHLAND:

[Name] [Position]

City of Ashland Public Works
20 E Main St.
Ashland, Oregon 97520

If to PHOENIX:

[Name] [Position]

City of Phoenix
112 W 2nd St.
Phoenix, Oregon 97535

If to TALENT:

[Name] [Position]

City of Talent
110 E Main St
Talent, Oregon 97540

9. INSURANCE.

Each PARTNER shall, at its own expense, obtain and maintain during the term of this Agreement a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage. Notwithstanding the foregoing, each PARTNER may partially or fully meet the obligations of this section by means of self-insurance.

10. FORCE MAJEURE.

None of the parties to this Agreement shall hold the other parties responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees, or agents.

11. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon.

12. AMENDMENTS.

This Agreement may be amended at any time by the mutual, written agreement of the PARTNERS.

13. ENTIRE AGREEMENT.

This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.

14. WAIVER.

The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

15. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper officers on the dates set forth below.

[Name of]
City Manager
City of Ashland

DATE

[Name of]
City Manager
City of Phoenix

DATE

[Name of]
City Manager
City of Talent

DATE

Exhibit E

TAP REHABILITATION Reserve Funds

The SECRETARY shall maintain a list of TAP Assets as shown in Table E.1. Each year in April, the table shall be updated per the following steps:

1. Assets retired shall be removed from the list and assets added shall be added to the list.
2. The replacement cost of assets (column 4 of Table E.1) will be updated using the Engineering News Record Construction Cost Index (ENR CCI) March to March change for the prior twelve months.

Annual depreciation (column 9 of Table E.1.) shall be allocated among the TAP PARTNERS according to CURRENT CAPACITY SHARE as detailed in the TAP Master Plan, or as mutually agreed to by the TAP PARTNERS. CURRENT CAPACITY SHARE, detailed in Table E.2, shall be updated April of each year by the SECRETARY.

TAP PARTNERS shall each establish a TAP REHABILITATION Reserve Fund into which each TAP PARTNER shall deposit an amount at least equal to the minimum collection shown in Table E.2 the following fiscal year. The SECRETARY shall update the minimum collection amounts each year upon mutual agreement of the TAP PARTNERS.

Table E.1
TAP Water System Joint Assets

1	2	3	4	5	6	7	8	9
Original Facilities	Estimated Replacement Cost		Useful Life	Year Installed	Years Depreciated	Remaining Life	Annual Depreciation	
	Data Source	Current						
Pipelines Segments		2018 \$'s	2023 \$'s	years				
1 Hwy 99 (MWC connection Garfield St. to RBPS)		\$2,973,750	\$3,575,488	80	2001	22	58	\$44,694
2 Hwy 99 (RBPS to Talent Meter)		\$5,928,000	\$7,127,530	80	2001	22	58	\$89,094
3 Hwy 99 (Talent Meter to Suncrest Rd)		\$5,155,313	\$6,198,489	80	2001	22	58	\$77,481
4 Suncrest Rd (Hwy 99 to TBPS)		\$710,938	\$854,796	80	2001	22	58	\$10,685
5 Hwy 99 (Rapp Rd to Creel Rd)		\$1,584,375	\$1,904,973	80	2013	10	70	\$23,812
Total Pipelines		\$16,352,375	\$19,661,276					\$245,766
Regional Booster Pump Station		2017 \$s	2023 \$'s					
110 Pump		\$60,000	\$77,000	40	2005	18	22	\$1,925
120 Pump		\$60,000	\$77,000	40	2005	18	22	\$1,925
130 Pump		\$80,000	\$103,000	40	2005	18	22	\$2,575
140 Pump		\$80,000	\$103,000	40	2005	18	22	\$2,575
MOV 110		\$7,500	\$10,000	40	2005	18	22	\$250
Check Valve 110		\$4,000	\$5,000	40	2005	18	22	\$125
MOV 120		\$7,500	\$10,000	40	2005	18	22	\$250
Check Valve 120		\$4,000	\$5,000	40	2005	18	22	\$125
MOV 130		\$7,500	\$10,000	40	2005	18	22	\$250
Check Valve 130		\$4,000	\$5,000	40	2005	18	22	\$125
MOV 140		\$7,500	\$10,000	40	2005	18	22	\$250
Check Valve 140		\$4,000	\$5,000	40	2005	18	22	\$125
VFD 1		\$20,000	\$26,000	20	2005	18	2	\$1,300
VFD 2		\$20,000	\$26,000	20	2005	18	2	\$1,300
Electrical Equipment		\$40,000	\$51,000	30	2005	18	12	\$1,700
Telemetry and SCADA		\$25,000	\$32,000	20	2005	18	2	\$1,600
Building		\$300,000	\$385,000	100	2005	18	82	\$3,850
Generator		\$32,000	\$41,000	20	2005	18	2	\$2,050
Total Regional Booster Pump Station		\$763,000	\$981,000					\$22,300
Talent Booster Pump Station		2017 \$s	2023 \$'s					
Pump 1		\$40,000	\$51,000	10	2005	18	0	\$5,100
Pump 2		\$40,000	\$51,000	10	2005	18	0	\$5,100
Replacement Pump 1 (100 to 125 hp)		\$86,000	\$110,000	40	2015	8	32	\$2,750
Replacement Pump 2 (100 to 125 hp)		\$86,000	\$110,000	40	2015	8	32	\$2,750
Pump 1 Piping and Valves		\$4,000	\$5,000	30	2005	18	12	\$167
Pump 2 Piping and Valves		\$4,000	\$5,000	30	2005	18	12	\$167
VFD 1		\$20,000	\$26,000	20	2005	18	2	\$1,300
VFD 2		\$20,000	\$26,000	20	2005	18	2	\$1,300
Electrical Equipment		\$40,000	\$51,000	30	2005	18	12	\$1,700
Telemetry and SCADA		\$15,000	\$19,000	20	2005	18	2	\$950
Building [1]		\$0	\$0	100	2005	18	82	\$0
Generator		\$32,000	\$41,000	20	2005	18	2	\$2,050
Total Talent Booster Pump Station		\$387,000	\$495,000					\$23,333
Total Replacement Cost Estimate			\$21,137,276					\$291,399

[1] Considered a sunk cost. The building was already owned by the City of Talent.

Table E.2

**TAP Water System Assets Allocation of Annual Depreciation and
Minimum Collection by each TAP PARTNER**

Cost Component	Column 9 Table E.1	Phoenix	Talent	Ashland
Pipeline Segment Use by City		<i>Cost Allocation by Capacity Share</i>		
Segment 1		21.78%	58.83%	19.39%
Segment 2		21.78%	58.83%	19.39%
Segment 3		0.00%	57.31%	42.69%
Segment 4		0.00%	57.31%	42.69%
Segment 5		0.00%	41.48%	58.52%
Pipelines Annual Depreciation Allocation				
Segment 1	\$44,694	\$9,734	\$26,293	\$8,666
Segment 2	\$89,094	\$19,405	\$52,414	\$17,275
Segment 3	\$77,481	\$0	\$44,408	\$33,073
Segment 4	\$10,685	\$0	\$6,124	\$4,561
Segment 5	\$23,812	\$0	\$9,878	\$13,934
Subtotal Pipelines Cost Allocation	\$245,766	\$29,139	\$139,117	\$77,509
Booster Pump Stations		<i>Cost Allocation by Capacity Share</i>		
		21.78%	58.83%	19.39%
Regional BPS	\$22,300	\$4,857	\$13,119	\$4,324
			68.70%	31.30%
Talent BPS	\$23,333	\$0	\$16,031	\$7,303
Total FY24 Asset Depreciation	\$291,399	\$33,996	\$168,267	\$89,136
Minimum Collection FY 2024 20%	\$58,280	\$6,799	\$33,653	\$17,827

Source: TAP Master Plan and TAP PARTNERS, January 2023 with April 2023 update.

Exhibit F
TAP Interlocal Agreements

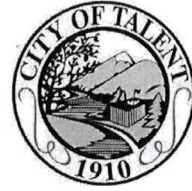
The SECRETARY shall maintain and update this exhibit annually every April.

Administrative Agreements

IGA #	Title	Purpose	Executed Date	Terminated
A.1	Intergovernmental Agreement	Role of RVCOG	July 1, 2016	

Projects Agreements

IGA #	Title	Purpose	Lead TAP Partner	Executed Date	Terminated
P.1	Intergovernmental Agreement for the American Rescue Plan Act TAP Water System Improvements among the Cities of Talent, Ashland, and Phoenix	ARPA Funding Projects Identification and Cost Share	Ashland	February 28, 2022	



City Council Agenda Report

Meeting Date: July 19th, 2023
Department: Admin
Staff Recommendation: Approval

Staff Contact: Jordan Rooklyn
E-Mail: jrooklyn@cityoftalent.org
Estimated Time: 30 mins.

ISSUE BEFORE THE COUNCIL

Resolution 2023-071-R Adopting the Intergovernmental Agreement Between the Cities of Talent, Ashland, and Phoenix for TAP Water Distribution Facilities Operation and Maintenance Management and Cost Sharing

SUMMARY

This is a new Intergovernmental Agreement (IGA) between the cities of Talent, Ashland, and Phoenix for the TAP water distribution system facilities, operation and maintenance management and cost-sharing. The three cities will use the IGA to effectively manage the operations of the TAP water system and equitably share in the cost of operations and capital upgrade projects. Approval of the new TAP IGA will rescind previous intergovernmental agreements that are outdated and noncomprehensive. The new TAP IGA has been reviewed and approved by City Attorney Dave Lohman.

BACKGROUND

In the late 1990s, the TAP Partner Cities collaborated in the development of a new water supply transmission project to provide domestic water from the Medford Water Commission (MWC) to their communities. The City of Talent (Talent) needed to replace its aging source of supply (water treatment facility on Bear Creek); the City of Phoenix (Phoenix) needed to supplement its existing supply from MWC; and the City of Ashland (Ashland) wanted access to a secondary emergency source of supply.

In 2000, the TAP Partner Cities entered into an IGA to construct the TAP water supply system from the MWC to Talent. Following the initial infrastructure improvements to supply water to Talent and Phoenix, several more system improvements were completed. In 2014, Ashland installed additional transmission facilities to provide an emergency supply source for its community. The original IGA was amended several times between 2000 and 2007 to reflect the changes in management and cost-sharing decision making because of the changes to facilities and operations. Other interlocal agreements were created to handle capital project cost sharing, and a 2006 agreement between just Talent and Ashland was created for emergency water service. In 2016, the TAP Partner Cities signed an IGA with RVCOC for provision of certain administrative services to support the functions of the TAP Water System.

With completion of the first long-range planning document for the TAP Water System, the TAP Water Master Plan, which was adopted by all TAP Partner Cities in 2021, it was acknowledged that a new IGA needed to be created that would improve management of the system and capture the latest understanding between the TAP Partner Cities, the capacity needs of each, and cost allocations to operate and maintain the TAP Water System.

The new IGA clarifies roles and responsibilities, management, and cost sharing of capital project expenses, operations, maintenance, and depreciation expenses. Methods for handling conflicts are described, and direction is provided for annual upkeep of the agreement as well as administrative actions to make

management of the TAP Water System a continual process, while preserving historical record. The new IGA provides clear guidance on how to cooperatively manage the TAP Water System such that key information is preserved and decision-making kept in a formal, yet flexible, arrangement; this is particularly useful as staff turnover occurs at each TAP Partner City in the future.

POTENTIAL MOTION

I move to adopt Resolution 2023-071-R.

ATTACHMENT

Resolution 2023-071-R

Final Tap IGA June 2023 with Exhibits



Agenda Item #: _____

Agenda Report to Mayor and Council

Agenda item title: New TAP Intergovernmental Agreement

Meeting Date: July 17, 2023

From: Eric Swanson

Action: _____ Motion, _____ Ordinance, _____ Resolution, _____ Information only, _____ Other

SUMMARY

This is a new Intergovernmental Agreement (IGA) between the cities of Talent, Ashland, and Phoenix for the TAP water distribution system facilities, operation and maintenance management and cost-sharing. The three cities will use the IGA to effectively manage the operations of the TAP water system and equitably share in the cost of operations and capital upgrade projects. Approval of the new TAP IGA will rescind previous intergovernmental agreements that are outdated and noncomprehensive. The new TAP IGA has been reviewed and approved by City Attorney Doug Mcgeary.

BACKGROUND AND DISCUSSION

In the late 1990s, the TAP Partner Cities collaborated in the development of a new water supply transmission project to provide domestic water from the Medford Water Commission (MWC) to their communities. The City of Talent (Talent) needed to replace its aging source of supply (water treatment facility on Bear Creek); the City of Phoenix (Phoenix) needed to supplement its existing supply from MWC; and the City of Ashland (Ashland) wanted access to a secondary emergency source of supply.

In 2000, the TAP Partner Cities entered into an IGA to construct the TAP water supply system from the MWC to Talent. Following the initial infrastructure improvements to supply water to Talent and Phoenix, several more system improvements were completed. In 2014, Ashland installed additional transmission facilities to provide an emergency supply source for its community. The original IGA was amended several times between 2000 and 2007 to reflect the changes in management and cost-sharing decision making because of the changes to facilities and operations. Other interlocal agreements were created to handle capital project cost sharing, and a 2006 agreement between just Talent and Ashland was created for emergency water service. In 2016, the TAP Partner Cities signed an IGA with RVCOG for provision of certain administrative services to support the functions of the TAP Water System.

With completion of the first long-range planning document for the TAP Water System, the TAP Water Master Plan, which was adopted by all TAP Partner Cities in 2021, it was acknowledged that a new IGA needed to be created that would improve management of the system and capture the latest understanding between the TAP Partner Cities, the capacity needs of each, and cost allocations to operate and maintain the TAP Water System.

The new IGA clarifies roles and responsibilities, management, and cost sharing of capital project expenses, operations, maintenance, and depreciation expenses. Methods for handling conflicts are described, and direction is provided for annual upkeep of the agreement as well as administrative actions to make management of the TAP Water System a continual process, while preserving historical record. The new IGA provides clear guidance on how to cooperatively manage the TAP Water System such that key information is preserved and decision-making kept in a formal, yet flexible, arrangement; this is particularly useful as staff turnover occurs at each TAP Partner City in the future.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the new TAP Intergovernmental Agreement.

PROPOSED MOTION

“I move approval of the new Intergovernmental Agreement between the cities of Talent, Ashland, and Phoenix for TAP water distribution system facilities, operations and maintenance management and cost-sharing, and authorize the City Manager to execute said IGA.”

ATTACHMENTS

Final TAP IGA June 2023 with Exhibits.



Council Business Meeting

August 15, 2023

Agenda Item	Contract for City of Ashland Website Development with CivicPlus LLC	
From	Jason Wegner	Innovation & Technology Director
Contact	jason.wegner@ashland.or.us 541-552-2417	
Item Type	Requested by Council ☐ Update ☐ Request for Approval ☒ Presentation ☐	

SUMMARY

Approval is being requested to enter into a contract for **Website Development**. A formal competitive sealed proposal (Request for Proposal) is the required sourcing method for an acquisition of this type (Personal Services) greater than \$75,000.00. The City's intent is to award a contract to the highest ranked proposer, CivicPlus, LLC.

POLICIES, PLANS & GOALS SUPPORTED

Updating the city's website will serve multiple council goals. The existing website's outdated design and navigation make it challenging for users to find essential information quickly. Upgrading to a modern and responsive design will ensure a seamless browsing experience on various devices, encouraging more residents to explore the website and access crucial services. It will adhere to the latest accessibility standards, making it more inclusive for all users, including those with disabilities. It will allow for greater citizen engagement through citizen reporting tools, enabling staff to promptly respond to resident inquiries and requests and empowering community members to collaborate with the city on service requests. Agenda and meeting management tools will streamline public meetings and processes, allowing for greater transparency and civic engagement.

BACKGROUND AND ADDITIONAL INFORMATION

A formal RFP (Request for Proposal) was facilitated, and the City received eleven (11) proposals in response to the RFP. The proposals were evaluated by a three-person evaluation committee in accordance with the evaluation process and criteria outlined in the RFP and the City's intent is to award a public contract to the highest ranked proposer.

In accordance with AMC 2.50.070(2), this contract exceeds delegated authority and thus requires Council approval.

In accordance with AMC 2.50.090 and AMC 2.50.120(A), a formal Competitive Sealed Proposal (Request for Proposal) is required to acquire personal services exceeding \$75,000.00.

This contract will be for two years, at which time it can be renewed.

FISCAL IMPACTS

The total for the 2-year contract includes website conversion, implementation, hosting and support for two years, and is budgeted for in the administration budget. The 2-year contract proposal is for \$171,977.18 and its funding is included in the Administration 2023-2025 BN budget.



Council Business Meeting

SUGGESTED NEXT STEPS

Staff recommends the public contract for Website Development be awarded to the highest ranked proposer, CivicPlus, LLC.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to award a website development and support contract with Civic Plus, LLC., in the amount of \$171,977.18.

REFERENCES & ATTACHMENTS

Evaluation Summary

**City of Ashland
Request for Proposal
WEBSITE DEVELOPMENT
Evaluation Summary
August 4, 2023**

Evaluation Criteria	Points	Alpha Company Marking and Media, LLC			Ashapura Softech Inc.			By The Way Labs, LLC			Catalis Public Works & Citizen Engagement, LLC		
		#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	5	5	5	2	0	3	0	3	4	2	5	2.5	4
Qualifications and Experience	25	10	25	5	5	5	5	5	15	10	20	15	10
Task List & Timeline for Website Development and Implementation	25	15	15	10	0	2	5	5	10	10	20	18	10
Migration, Training, Technical Support and Maintenance Plans	25	10	15	8	5	5	5	5	10	10	15	7	5
References	10	5	5	5	0	5	0	0	3	2	10	5	5
Contractual Terms and Conditions	5	5	5	5	0	5	5	0	0	0	0	0	0
SUBTOTAL	95	50	70	33	10	25	20	18	42	34	70	47.5	34
Cost Proposal	25	3.45	3.45	3.45	25	25	25	2.66	2.66	2.66	3.29	3.29	3.29
TOTAL	120	53.45	73.45	36.45	35	50	45	20.66	44.66	36.66	73.29	50.79	37.29

Evaluation Criteria	Points	CivicPlus, LLC			Globescope Internet Services, Inc.			OrgCentral Labs, Inc. dba JesseJames Creative			Plan Left, LLC		
		#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	5	5	5	5	5	5	5	5	5	5	3	5	5
Qualifications and Experience	25	25	25	25	15	15	15	15	20	15	15	20	15
Task List & Timeline for Website Development and Implementation	25	25	25	25	15	10	15	15	15	0	15	10	5
Migration, Training, Technical Support and Maintenance Plans	25	25	25	25	20	20	15	15	5	5	10	5	5
References	10	10	10	10	3	10	5	5	10	5	3	5	5
Contractual Terms and Conditions	5	5	5	5	5	5	5	5	5	5	0	0	0
SUBTOTAL	95	95	95	95	63	65	60	60	60	35	46	45	35
Cost Proposal	25	3.24	3.24	3.24	2.01	2.01	2.01	8.58	8.58	8.58	1.16	1.16	1.16
TOTAL	120	98.24	98.24	98.24	65.01	67.01	62.01	68.58	68.58	43.58	47.16	46.16	36.16

Evaluation Criteria	Points	RighIT Solutions, LLC			vTech Solutions, Inc.			W.B. Creations, LLC dba Watson Creative+		
		#1	#2	#3	#1	#2	#3	#1	#2	#3
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	5	5	5	5	5	5	5	5	5	5
Qualifications and Experience	25	10	18	5	15	18	18	20	15	20
Task List & Timeline for Website Development and Implementation	25	10	15	10	15	5	5	20	20	20
Migration, Training, Technical Support and Maintenance Plans	25	10	15	10	15	5	5	15	20	20
References	10	2	2	2	5	5	2	5	5	5
Contractual Terms and Conditions	5	5	5	4	0	2.5	5	5	0	0
SUBTOTAL	95	42	60	36	55	40.5	40	70	65	70
Cost Proposal	25	1.89	1.89	1.89	2.69	2.69	2.69	1.55	1.55	1.55
TOTAL	120	43.89	61.89	37.89	57.69	43.19	42.69	71.55	66.55	71.55

COST PROPOSALS				
Proposer	Cost Estimate	Formula	Percentage	Points
Alpha Company Marketing and Media, LLC	\$161,548.00	\$22,300.00 / \$161,548.00	0.14	3.45
Ashapura Softech Inc.	\$22,300.00	\$22,300.00	1.00	25.00
By The Way Labs, LLC	\$209,570.00	\$22,300.00 / \$209,570.00	0.11	2.66
Catalis Public Works & Citizen Engagement, LLC	\$169,386.00	\$22,300.00 / \$169,386.00	0.13	3.29
CivicPlus, LLC	\$171,977.18	\$22,300.00 / \$171,977.18	0.13	3.24
Globescope Internet Services, Inc.	\$277,126.40	\$22,300.00 / \$277,126.40	0.08	2.01
OrgCentral Labs, Inc. dba JesseJames Creative	\$65,000.00	\$22,300.00 / \$65,000.00	0.34	8.58
Plan Left, LLC	\$482,160.00	\$22,300.00 / \$482,160.00	0.05	1.16
RighIT Solutions LLC	\$295,400.00	\$22,300.00 / \$295,400.00	0.08	1.89
Vtech Solution Inc.	\$207,000.00	\$22,300.00 / \$207,000.00	0.11	2.69
W.B. Creations LLC, dba Watson Creative+	\$360,000.00	\$22,300.00 / \$360,000.00	0.06	1.55



Council Business Meeting

August 15, 2023

Agenda Item	City Council Standing Advisory Committees Workplans Review		
From	Tonya Graham	Mayor	
Contact	tonya@council.ashland.or.us		
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐		

SUMMARY

This is a review of all the Standing Advisory committees workplans. This includes Social Equity and Racial Justice Advisory Committee (SERJ), Housing and Human Services Advisory Committee (HHSAC), Public Arts Advisory Committee (PAAC), Historic Preservation Advisory Committee (HPAC), Climate & Environment Policy Advisory Committee (CEPAC), Transportation Committee, and Forest Lands Advisory Committee.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

Resolution 2022-24 Creating Standing Advisory Committees to the City Council passed on September 20, 2022. On the July 17, 2023, Council retreat, staff provided details for the Standing Advisory committee's discussions of their priorities.

FISCAL IMPACTS

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

REFERENCES & ATTACHMENTS

Advisory Committees Goals list
City Council Liaison Assignments





ADMINISTRATION

Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

Social Equity and Racial Justice Advisory Committee (SERJ)

The SERJAC will set their annual goals at their September meeting and will consider the following.

- Research what the City of Ashland has done to help and interfere with the civil rights of different groups of people (Black, Indigenous, Chinese etc.). This research will be the starting point for identifying reparations that the City can put in place to address the actions of the past and to celebrate good work that has been done.
- Review the recommendations of the DEI Assessment Consultant when the final report is completed.
- Continue the work of the 'Ashland for Everyone' project so that Ashland can move forward in its goal to be authentically welcoming to all people.
- Support activities for SERJ related holidays and community events and help the City to identify which events to participate in and recommend ways the City can participate.
- Support other Committees in their work as it intersects with the goals of the SERJ Advisory Committee.
- Recruit new members

Housing and Human Services Advisory Committee (HHSAC)

2023 Committee goals developed at the annual HHSAC retreat in December 2022.

- Explore impacts and opportunities for the development of more Manufactured Home parks (barriers and inducements) and manufactured home park ownership (this strategy is identified in the Housing Production Strategy document and is identified as a priority action in the implementation schedule).
- Encourage collaboration and communication for emergency shelter. Participate in planning and coordination around sheltering events and community engagement.
- Construction Excise Tax-explore the impacts of instituting a construction excise tax (this is a strategy identified in the Housing Production Strategy document).
- Workforce and Affordable Housing-Explore options to increase the supply of affordable workforce housing to provide for the needs of the City's working households and families. This work could include exploration, community engagement and implementation of strategies identified in the Housing Production Strategy.

ADMINISTRATION

20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Tel: 541.488.6002
Fax: 541.488.5311

joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us





ADMINISTRATION

Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

- Housing Production Strategy Education Events/Affordable Housing Education Events/ Partner with SERJ on Fair Housing and Equity, Diversity, and Inclusion trainings and translation of City of Ashland information and handouts.

At the regular meeting in June 2023, the HHSAC added another goal that they would like to work on in the immediate future.

- The Committee established a workgroup that will explore property management issues in Ashland and suggest potential solutions. The work group would like to research what is already working and functioning in Portland, OR. regarding property management issues and present ideas of how to recreate that system in Ashland to the City Council.

Public Arts Advisory Committee (PAAC)

The PAAC has not conducted a formal goal setting for 2023 yet, but has been working on and discussing the following projects and initiatives:

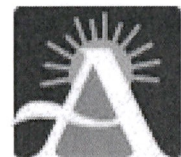
- Support community-driven effort to fund and create a permanent, public art installation entitled "Ancestor's Future: Crystallizing Our Call" by Micah Blacklight inspired by the Say Their Names Memorial
- Support community-driven effort to fund and create a public mural installation at the Elks Building in Downtown Ashland entitled "Where the Crow Lights" by John Pugh.
- Review and provide recommendations to the City Council regarding a public mural installation on the new fence at the Northwest Nature Shop at 154 Oak Street designed and executed by Vivi Design Company
- Establish a program to promote local artist or community designed artwork upon ODOT Traffic Controller Boxes with funding assistance from the City of Ashland (similar to the Utility Box art project).
- Designation of the Downtown Historic district as the next *Marking Ashland Places (MAP II)* district, in agreement with the Historic Preservation Advisory Committee.
 - Establish a location for a hub sculpture within the district, establish a budget for a public artwork, and request proposals for the design and installation of the selected sculpture.
 - Create and locate medallions relating to areas of historic interest.
- Street Crossing Art installation – potentially in association with University District

ADMINISTRATION

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joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us





ADMINISTRATION

Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

Historic Preservation Advisory Committee (HPAC)

HPAC has considered committee priorities over the last several months beginning with their annual retreat in January. These priorities would be a focus of HPAC meetings when there are not multiple land use actions on their agenda to review, including:

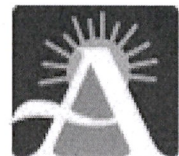
- Implement Residential Site Design Review. With the passage of House Bill 2001, which required cities to allow accessory residential units and duplexes with the same procedural requirements for review as detached single-family homes, HPAC no longer reviews a substantial portion of the new construction in the four National Register-listed historic districts which previously required review. HPAC members would like to see residential Site Design Review requirements implemented so that the designs for new Duplexes, Single Family Residences and Accessory Residential Units in the districts could be reviewed for compliance with Historic District Development Standards.
- Update the city's Historic Preservation Plan. The current Preservation Plan was completed in 2008 using consultant services funded by a Certified Local Government (CLG) grant. The plan speaks to the cities planned preservation activities from 2009-2018, and HPAC members believe it is due for an update. In the absence of available consultant services funds, HPAC has considered revisiting the plan and updating it as a subcommittee project.
- Update Historic Surveys. The documents inventorying the four existing historic districts are decades old, and do not reflect new development within the districts or buildings which were not eligible to be considered historic resources at the time the districts were adopted but may now be considered historic due to their age. In addition, there may be additional areas, such as Quiet Village, which are now qualified for nomination as historic districts.
- Digitize Text & Photos of Existing Historic Surveys/Make Available On-Line. Photos were taken on film originally. This would require obtaining negatives from the consultant who prepared the original historic district survey documents, having them scanned, and then creating a user-friendly, searchable webpage. It might also involve the creation of a "story map" through the city's geographic information system (GIS).
- Updating the HPAC Webpage. Committee members would like to see the committee's webpage updated to be more comprehensive and user friendly and to contain all documents relating to the historic districts and historic preservation in Ashland in a single convenient on-line location.
- Continuing education opportunities for HPAC members.

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ADMINISTRATION

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Sabrina Cotta, Deputy City Manager

Climate & Environment Policy Advisory Committee (CEPAC)

2023 Goals

- Finalize USDA Energy Efficiency Loan Program.
- Establish "On Bill Financing/ Pay as you save".
- Further Home Energy Score Program.
- Outreach on existing local and Federal incentive programs.
- Reduce fossil fuel consumption in City Facilities and citizens homes.
- Establish new incentive for small engine replacement.
- Attend, participate, and give input in other City committee meetings.
- Improve biking opportunities.

Transportation Committee

The City of Ashland Transportation Committee will be discussing and developing a formal workplan at the July 20th monthly meeting. Staff has developed an outline of work elements to be discussed at the Committees meeting. The bulleted list below represents most work activities anticipated within the 2023-2025 Biennium.

- Transportation System Plan Update
- Traffic Calming Program
- Traffic Crash and Near Miss Review (twice annually)
- Public Education and Outreach Program
- Traffic Safety, Parking, Signage, Striping, etc. – Continuous
- Vision Zero Program
- Parklet Program
- Protected Bike Lane – Major Roadway Rehabilitation Projects
- Transit Support as needed (RVTD)
- Bike Parking Inventory (downtown)
- Bird Scooter Program Review
- B Street Corridor Safety Analysis

Staff expects the Transportation Committee to develop their final workplan at the July 20th meeting.

Forest Lands Advisory Committee

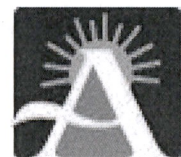
- Using the Council-adopted Climate Change Addendum to the Ashland Forest Plan, address the current epidemic of tree mortality as quickly as possible.
- Educate the community about the importance of adapting our forestlands to the changing climate.

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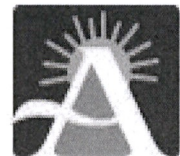
- Work with APMC and community partners on plans for sustainable recreation in the Ashland Watershed and adjoining areas.
- Assist in re-writing the Community Wildfire Protection Plan (CWPP), focusing on climate change adaptation in the entirety of the Ashland Watershed.

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City Council Liaison Assignments

June 20, 2023

Commissions & Standing Advisory Committees	2023 Primary Assignment	2023 Second Assignment
Parks & Recreation Commission (City Charter)	Hansen	Dahle
Planning Commission	Hyatt	
Climate and Environmental Policy	Kaplan	Dahle
Forest Lands	Bloom	
Historic Preservation	Dahle	
Housing and Human Services	Kaplan	Bloom
Public Arts	DuQuenne	
Social Equity and Racial Justice	DuQuenne	Dahle
Transportation	Hansen	Bloom

City Ad Hoc Committees	2023 Primary Assignment	2023 Second Assignment
Ashland Water Advisory (AWAC)	Kaplan	
Ashland Senior Advisory Committee	Kaplan	
Early Learning Committee	Hyatt	Bloom

Regional Boards & Committees	2023 Primary Assignment	2023 Second Assignment
Chamber of Commerce / Travel Ashland	DuQuenne	Hansen
Continuum of Care (CoC)	Bloom	
Crisis Response Network	DuQuenne	
Rogue Valley Council of Governments (RVCOG)	Kaplan	
Rogue Valley Metropolitan Planning Organization (RVMPO)	Graham	
Rogue Valley Transportation District (RVTD)	Hansen	
Southern Oregon Regional Economic Development Inc.	Hyatt	Dahle

Community Relationships

Aug. 2, 2023

At the recent Strategy Retreat, Council discussed assigning members of the Ashland City Council to serve as Community Liaisons to specific anchor institutions in the Ashland community. Unlike typical Council Liaison assignments where the councilor is expected to regularly attend committee or commission meetings, the Community Liaison would be expected to open a line of communication with the leadership of the organization and check in quarterly to understand how things might be changing for that organization, learn about new activities, and discuss any challenges. The purpose of this structure is to help the City Council as a body understand the current reality of the City's primary community partners as we, and they, navigate this time of great change. As Community Liaisons, Ashland City Council members would share similar information with those community organizations at their request.

Community Organizations	2023 Primary Assignment	2023 Second Assignment
Ashland Community Hospital	Dahle	
Ashland School District	Hyatt	
Mount Ashland	Hansen	
Opportunities for Housing, Resources & Assistance	Bloom	
Oregon Shakespeare Festival (OSF)	Graham	Kaplan
Rogue Valley Mountain Bike Association (RVMBA)	Hansen	
Southern Oregon University (SOU)	Graham	DuQuenne



July 18, 2023

Ethan Stuckmayer, Housing Program Division Manager,
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Re: DLCD Housing Planning Assistance Grant Application

Dear Mr. Stuckmayer

I would like to take this opportunity to express the Ashland City Council's support for the City of Ashland's 2023-2025 Housing Planning Assistance grant application to the Department of Land Conservation and Development. The application aims to implement one of the strategies outlined in the recently adopted Housing Production Strategy document. Specifically, it supports a change in the City's zoning code to address the preservation of manufactured housing parks as an affordable housing type within our City.

The appropriation of funding by the Oregon Legislature to the Department of Land Conservation and Development (DLCD) for the purpose of providing technical assistance to local governments aligns with our shared goals of increasing the provision and retention of needed housing. The Oregon Housing and Community Services Department has determined that approximately 32 percent of renter households in Ashland experience severe rent burden, making the City eligible for priority funding assistance from DLCD.

Ashland has been fortunate to receive planning assistance grants from DLCD in both 2019-21 and 2022-2023. These grants allowed us to collaborate with the DLCD-selected consultant, EcoNorthwest, in updating Ashland's Housing Capacity Analysis and developing the Housing Production Strategy. With the recent adoption of the Housing Production Strategy document, our community is now well-positioned to continue the momentum and implement the actions outlined in the strategy.

The grant funds will be used to enlist consultant assistance in developing a public hearing-ready draft of an ordinance. This ordinance aims to establish a Manufactured Home Park zone with restrictions on other uses, safeguarding the needed housing type as identified in the Ashland Housing Production Strategy. The City of Ashland and the State of Oregon can work together to advance our shared objectives of promoting affordable and workforce housing through the award for a Housing Planning Assistance Grant.

Thank you for your consideration,

Mayor Tonya Graham, City of Ashland

Date

Office of the Mayor, City of Ashland

20 East Main St.
Ashland, Oregon 97520
ashland.or.us

Tel: 541.488-6002
Fax: 541.552.5311
TTY: 800.735.2900



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Butler-Perozzi Fountain

RESTORATION

Help Preserve the Fountain!



AshlandParksFoundation.org

PHOTO BY JEFF MCFARLAND

Butler-Perozzi Fountain RESTORATION

Help Preserve the Fountain!

For over 100 years, the Butler-Perozzi fountain has been the centerpiece of Lithia Park in Ashland, Oregon.

Families have visited the beautiful site to photograph special events, weddings, and graduations. Thousands of memories have been made here.

Today, the fountain and surrounding area have been worn down by weather and time. The Ashland Parks Foundation is leading a fundraising campaign to restore the fountain, repair the terrace and stairs, and replace the plumbing, lighting and electrical systems. Improved accessibility will also be added.

The campaign includes a generous maintenance fund to preserve this magnificent piece of Ashland's history long into the future.

To contribute to the Butler-Perozzi
Restoration Campaign or learn more, visit
AshlandParksFoundation.org



Ashland
PARKS FOUNDATION

PO Box 247 · Ashland OR 97520
541-552-2256

Paul Mozina 08/15/23 Small Cell Wireless Communication Facility Moratorium

Please pass an ordinance that establishes a moratorium on applications for small cell wireless communication facilities. The FCC was ordered by the U.S. Court of Appeals for the DC Circuit to respond to the evidence brought forward by the Environmental Health Trust and the Children's Health Defense that showed harmful effects of Radio Frequency Radiation on living creatures and the environment at levels thousands of times below the limits allowed by the 1996 Telecommunications Act. This August 13, 2021, decision by the DC Court has been ignored for two years by the FCC, Congress, and League of Oregon Cities.

The notion that it is a legitimate exercise of the Constitutional powers delegated to the government by the people to grant franchises and licenses to Telecom Companies that allow them to indiscriminately cause harm is ludicrous. Do I have the right to indiscriminately cause harm? Does anyone have this right? This is NOT a right therefore that can be legitimately delegated to the government by the people.

Yet that is exactly what the Telecomm companies are claiming they have a right to do. They have captured the FCC and Congress and succeeded in codifying laws and regulations that allow them to deploy their technologies as they see fit regardless of the indiscriminate harms they cause.

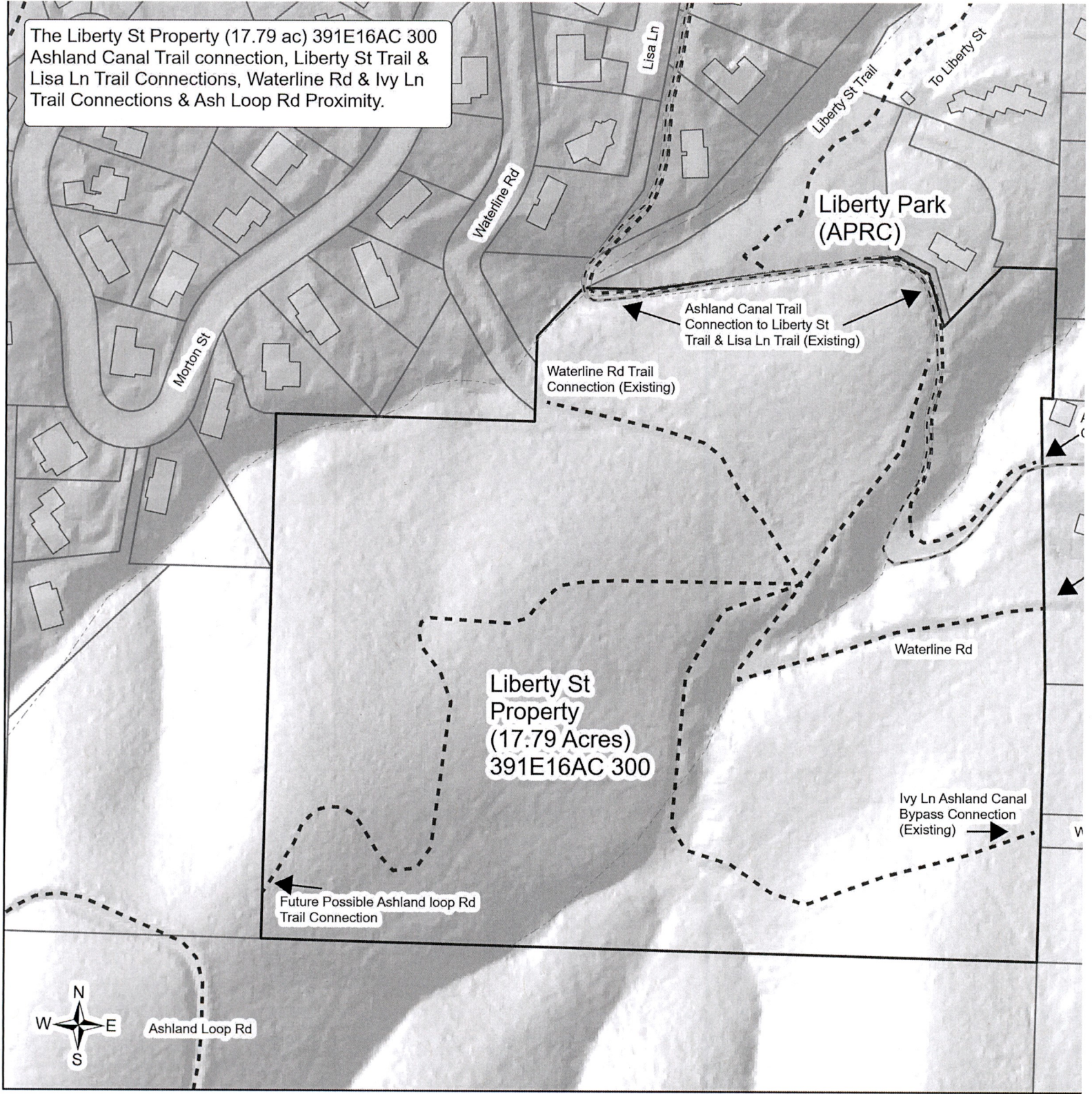
Who owns Verizon, AT&T, US Cellular and T-Mobile? Blackrock, Vanguard, and State Street, which are also the major owners of health care providers and pharmaceutical companies. They don't care if deploying 5G small wireless communication facilities causes harm because they will profit at every step of the way, from providing the 5G backbone for the Internet of Things, to providing care for the people who are injured by their deployment.

The people are not clamoring for the capacity to stream real time video to their gaming devices as they stroll down Siskiyou Boulevard. It is the government seeking to control every aspect of our lives under the guise of the fraudulent claim that human activity is causing global climate change that is driving this. With a 5G small cell network in place, the Internet of Things is possible and with that any device that consumes energy can be monitored and controlled.

The Creator of the Universe did not give any of us the right to cause indiscriminate harm to living creatures and it is a lie to pretend that the people have legitimately delegated this right to the government. Are you willing to make yourselves personally liable for the harms caused by the deployment of small cell, 5G wireless communication facilities in Ashland? Are you confident that the people harmed by your decision will not come after you and hold you personally liable?

Stop the deployment of small cell wireless communication facilities in Ashland by passing a moratorium on all related applications until we all have reasonable assurance that the Radio Frequency Radiation emitted by these small cell networks will not cause harm. To do anything less is immoral and a violation of our basic human rights.

The Liberty St Property (17.79 ac) 391E16AC 300
Ashland Canal Trail connection, Liberty St Trail &
Lisa Ln Trail Connections, Waterline Rd & Ivy Ln
Trail Connections & Ash Loop Rd Proximity.



Speaker Request Form

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ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

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Tonight's Meeting Date 15 AUGUST 2023

BY MIRIAM REED

Regular Meeting

Agenda topic/item number Telecommunications OR ORD 1000

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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Tonight's Meeting Date

8/15/23

Name

Linda Adams

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) ashland food project + volunteerism

Land Use Public Hearing

Please indicate the following:

For: _____

Against: _____

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Tonight's Meeting Date

8/15/23

Name

Paul MOZINA

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) _____

SMALL CELL ROW and more

Land Use Public Hearing

Please indicate the following:

For: _____

Against: _____

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Tonight's Meeting Date 08/15/2023

Name

JD Barons

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) Unhoused in Ashland Oregon

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

8/15/23

Name

Kelby Mairatulli

Regular Meeting

Agenda topic/item number

OR

Topic for public forum (non agenda item)

X

56 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

8/15/23

Name

Bruno Marcotulli

Regular Meeting

Agenda topic/item number

OR

Topic for public forum (non agenda item)

~~SB~~ Emergency Response

Land Use Public Hearing

Please indicate the following:

For:

Against:

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Tonight's Meeting Date 8-15-23

Name Debbie Neisewander

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) _____

Emergency x Homeless
Shelter

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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Speaker Request Form
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(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

8.15.23

Name

Sabrina Vaughan

Regular Meeting

Agenda topic/item number XII #2 OR

Topic for public forum (non agenda item)

Acquisition of the Coming Attractions Property @ 2200 Ashland Street

Land Use Public Hearing

Please indicate the following:

For:

X

—

AND

—

Against:

X

Challenge for Conflict of Interest or Bias

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Written Comments/Challenge:

Requesting delay in vote and a town Hall created.

Also requesting better communication with the public.

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Tonight's Meeting Date	8/15/23
Name	HAYWOOD NORTON

Agenda topic/item number	12 (2)	Regular Meeting	2200 ASHLAND STREET
Topic for public forum (non agenda item)			

<u>Land Use Public Hearing</u>	
Please indicate the following:	
For: _____	Against: _____
Challenge for Conflict of Interest or Bias	
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Written Comments/Challenge: _____	

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Tonight's Meeting Date 8-15-2023

Name

Annalia M. Kimura, The Seikiyou School

Regular Meeting

Agenda topic/item number Purchase of Coming Attractions Property

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 8/15/23

Name ERIC DICKS

Regular Meeting

Agenda topic/item number _____ OR

Topic for public forum (non agenda item) Coming Attraction

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 August 15, 2023

Name Jamys Fox Bridge

Regular Meeting

Agenda topic/item number XII - Z

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

8/15/2023

Name

BRIGID HERRON

Regular Meeting

Agenda topic/item number

XII, 2

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 8-15-23

Name Elizabeth Adkisson

Regular Meeting

Agenda topic/item number Community OR

Topic for public forum (non agenda item) Resilience Hub

Land Use Public Hearing

Please indicate the following:

For: _____

Against: _____

Challenge for Conflict of Interest or Bias

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