Council Business Meeting Agenda

ASHLAND CITY COUNCIL MEETING AGENDA
Tuesday, March 5, 2024
Council Chambers, 1175 E Main Street
(In-Person or Zoom Meeting Access)

Live stream via **rvtv.sou.edu** select RVTV Prime. Recorded meetings are available on our website.

Public testimony will be accepted for both public forum items and agenda items.
If you would like to submit **written testimony** or if you wish to **speak electronically** during the meeting, please complete the **Public Testimony Form** no later than 10 a.m. the day of the meeting.

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5 p.m. Executive Session

I. To conduct deliberations with persons designated by the governing body 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/CHAIR OF THE COUNCIL ANNOUNCEMENTS**

V. **APPROVAL OF MINUTES *****
   1. Minutes of February 20, 2024 - Business Meeting

VI. **SPECIAL PRESENTATIONS**
   1. Rogue World Music Festival

VII. **CITY MANAGER REPORT**

VIII. **PUBLIC FORUM (15 minutes – Public input or comment on City business not included on the agenda)**

IX. **CONSENT AGENDA**
   1. Lease Agreement with Becker Properties for Space at 2345 Ashland St #103
   2. Approval of a Sewer Service Connection Use Outside of City Limits, 618 Lakota Way
   3. Housing and Human Services Advisory Committee Appointment
   4. Rogue World Music Letters of Support

Council Business Meeting Agenda

X. **PUBLIC HEARINGS**

1. Second Reading - Ordinance 3230 Amending Procurement & Contract Procedures
2. Second Reading- 3232- An ordinance adopting the Parks, Trails, and Open Space Map

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. Second Quarter Financial Update
2. 2200 Ashland Street Next Steps

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. Resolution 2024-05 Authorizing Water Revenue Bonds
2. Resolution 2024-06 Support for the Vision Zero Program
3. Contract for Alice Peil Stairway Replacement

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

1. Ad Hoc Committee Request on 2200 Ashland St. Master Plan

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.

Better Together

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
February 20, 2024

6 p.m. Regular Business Meeting*

I. CALL TO ORDER

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

1. Land Acknowledgement**

Dylan Bloom read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Jeff Dahle led the pledge of allegiance.

III. ROLL CALL

Mayor Graham & Councilors Hyatt, Kaplan, DuQuenne, Bloom, Dahle and Hansen were present.

IV. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS

1. 150 Year Anniversary of Ashland Police Department Proclamation

Mayor Graham read the proclamation.

2. Black History Month Proclamation

Mayor Graham read the proclamation. DuQuenne spoke about the spirit of art and its connection to Black History Month within the community. She pointed out that the planned "Ancestors Futures, Crystalize Our Call" art installation still needed funding.
Graham provided an update on the "If I Were Mayor" contest and spoke about a communication survey that was recently released on the City of Ashland's website.

V. APPROVAL OF MINUTES ***

1. Minutes of the February 5, 2024 – Study Session Meeting
2. Minutes of February 6, 2024 - Business Meeting

Dahle noted that on the February 6, 2024 – Business Meeting section about the approval of the minutes, his name was accidentally listed despite not being in attendance. He also noted a similar issue on the Unfinished Business section of the same set of minutes.

DuQuenne noted an error on the February 5, 2024 study session within the final paragraph about the houseless shelter. It should have read "Graham said the recap would be brought back in April," as opposed to "brought back at a later date."

Councilor Hansen/Dahle m/s to approve the February 5, 2024 Study Session and February 6, 2024 Business Meeting minutes with the noted changes.
Roll Call Vote: Councilor Hyatt, Bloom, Kaplan, DuQuenne, Dahle and Hansen, YES. Motion passed.

VI. SPECIAL PRESENTATIONS

1. Fire Life Saving Award

Fire Chief Ralph Sartain presented the Fire Life Saving Award to RetiredCaptain Todd Beck and Firefighters Ty Haggard and Matt Brown for their actions on April 3, 2023. Graham and the Council congratulated the three for their heroism.

VII. CITY MANAGER REPORT

Interim City Manager Sabrina Cotta reminded Council that the online comment period for the proposed telecommunication ordinance was now open on the City of Ashland's website. She also noted that the City was launching its citizens self-service portal, which was aimed to help deal with permits for planning, building and public works projects.She noted that the Community Connect software program had been officially rolled out.

VIII. PUBLIC FORUM (15 minutes – Public input or comment on City business not included on the agenda)

Sitka Moss/Shady Cove - Spoke to the connection between the genocide that happened to the indigenous peoples of America, the holocaust, and the ongoing genocide in Gaza. Urged the Council to do more and to draft a letter in support of a cease-fire.
Ryan Navickas/Medford - Felt that the City was ignoring its duties as human beings. Urged the Council to reconsider its stance regarding Gaza and to call for a full and immediate cease-fire. Spoke to the history of the Nakba and the long running oppression of Palestine.
Alison Post/Ashland – Spoke about the ongoing escalation of violence towards the people of Palestine Raised concerns about the people of Gaza being trapped by Israel within the City of Rafah. Urged the City to call for an immediate cease-fire.
Amanda Morehouse/Central Point- Spoke to the ongoing humanitarian issues caused by the genocide in Gaza. Urged Council to draft a letter and adopt a resolution supporting an immediate cease-fire in Gaza.
Andrew Blanchflower/Ashland – Spoke about the ongoing genocide going on in Gaza. Asked the Council to publicly denounce the actions of the Israeli government. Brought up how the United States is actively supporting the ongoing genocide via the usage of tax dollars towards defense spending. Urged the Council to support an immediate cease-fire.
Kayla Blanchflower/Ashland-Thanked Mayor Graham for having the impetus to at least create a letter addressing the ongoing genocide. Urged the Council to do something and stand up for humanity. Mentioned how the City of Ashland annually gave $360,000 a year to Israel and urged the Council to use that money for something that would actually help the City. Submitted a draft resolution to the record.
Sallie Mix/ Ashland -Spoke of how the US has given massive amounts of money to Israel since the late 1940's, thus directly contributing to the ongoing genocide of Palestine.

Mentioned how President Biden has continued to give money to Israel at the cost of funding for important programs within the US. Urged Council to take a stand against genocide.
Gary Shaff/Ashland – Spoke about the ongoing housing and cost of living crisis. Mentioned findings from the Ashland Housing Capacity Analysis, and how the City has around 2500 buildable acres, with only 643 acres needed to address projected growth of the City until 2040. Wanted the Council to address affordability & public transportation, as well as submitted a flyer to aid in discussion.

IX. CONSENT AGENDA

1. Updated IGA with Jackson County for Jail Bed Rentals
2. Public Arts Advisory Committee Appointments

Councilor Hyatt/Bloom m/s to approve the consent agenda as presented.
Roll Call Vote: Councilor DuQuenne, Hyatt, Kaplan, Hansen, Bloom and Dahle, YES. Motion passed.

X. PUBLIC HEARINGS

1. First Reading - Ordinance 3230 Amending Procurement & Contract Procedures

Finance Director Marianne Berry provided a presentation (see attached). The original Ashland Procurement code was created back in 2000 with several changes made, mostly in the year 2010. Since then, there had been many changes on the State level, with Berry wanting to make Ashland's own code to reflect those changes. Berry thanked the people who assisted in this project. Cotta thanked Berry and was impressed with the work that staff had done on the project.

Councilor Bloom/Hyatt m/s move to approve the First Reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures and move forward with the Second Reading.

DISCUSSION: Bloom was impressed with the presentation and praised Berry and her team for their work. Hyatt thanked Berry and her team, as well as highlighted how the amendment would help streamline the procurement procedure going forward. She also praised Berry for her forethought and planning to anticipate any potential changes in procurement procedures at the state level. DuQuenne thanked Berry for making apparent where revisions were as well as for taking the initiative to increase efficiency. Graham spoke about the importance of streamlining the procurement process and saving money during the process.

Roll Call Vote: Council Hansen, Dahle, Kaplan, DuQuenne, Hyatt and Bloom, YES.

Motion Passed.

2. First Reading – Ordinance 3232 Adopting the Parks, Trails, and Open Space Map

Community Development Director Brandon Goldman and Interim Parks Director Leslie Eldrige provided a presentation detailing the proposed ordinance. (see attached). Goldman explained how the ordinance would be an amendment to the comprehensive parks, trails, and open spaces plan, serving as supporting technical documents for chapter eight of the plan. The ordinance had been presented to both the Ashland Parks Commission and the Planning Commission for feedback and recommendations. Goldman explained that after the Council approved the ordinance, it would go to the Department of Land Conservation and Development for final review. Goldman explained that the map would be an updated version of a prior map created in 2002 that had a handful of updates in 2012. Eldrige explained the purpose of the map and how it could be used to plan out future developments of all kinds. Eldridge also thanked both the Parks staff and the Planning Commission for their input and support during the creation of the ordinance. Eldridge went through the changes in the map from the 2002 version and the proposed updated version, touching on changes in land use and changes to the Central Bike Path.

Kaplan asked about the plans for the Central Bike Path. He was curious if Parks had played any role in obtaining land for the Central Bike Path? Eldridge responded that the land obtained for the Central Bike Path had been done by Public Works. Kaplan asked if that information would be included in the updated map and the master plan. Goldman responded that the information was in the master plan and the updated map, but not on the original 2002 map. Kaplan felt that there was slight confusion regarding how the information on the Central Bike Path was displayed on the original map and that the changes made would help clear up that confusion, Bloom asked if the properties that were marked out come up for sale, could Council use that land for other purposes such as housing. Goldman confirmed that the properties would be best suited for use by Parks, but the property owner would ultimately have the final say regarding usage, adding that the comprehensive plan had language stating that the City would not use the power of eminent domain to acquire land for usage as a park. Eldrige added that the redundancy within the plan and map was on purpose to maximize the possible options at the Parks disposal Dahle asked for clarification if the trails master plan was part of the comprehensive plan, and that the planned-out corridors was a way for Parks to show their support for further development, which Eldridge confirmed. DuQuenne asked if the planned expansions to the Central Bike Path would solely be handled by Public Works, which Eldridge confirmed. DuQuenne brought up the issue due to concerns raised by the residents of South Ashland about trails and paths within the area. Eldridge responded that Parks would collaborate with Public Works with maintenance on already established trails, but Public Works would handle any planning and construction of new trails. DuQuenne noted that since Ashland per capita has more park land than any other city in Oregon she would like to see some of the land marked out on the map used for affordable housing instead.

Hansen applauded the work by the committee and subcommittee. He asked if they could expand on both the railroads and the Central Bike Path. Eldrige responded that she had been in correspondence with Public Works Director Scott Fleury, who had indicated there was no

funding in the Capital Improvement Plan allocated for the Central Bike Path. Eldridge also mentioned that future planning was needed between Public Works and the railroads regarding right of ways. Hasen expressed interest in beginning to budget and plan for these changes immediately. He asked what plans Parks had for Bear Creek. Eldrige noted that there was a regional initiative already in place to work on Bear Creek. Parks and Public Works had already put out a Request for Proposal for a pedestrian bridge to connect Bear Creek with North Mountain Park. Eldridge also mentioned that there was a lot of interest in connecting Bear Creek with Central Bike Path. Hansen noted several of those properties included in the map were already marked out towards that end. Eldrige added that the riparian and other forested areas would provide additional resources.

DuQuenne asked when Parks felt they might have evaluation and deliberation for property acquisitions. Goldman responded that any purchases would be approved by the Council for review at a public hearing, adding that there were no plans currently to purchase. Eldridge noted that Parks may recommend a plot of land for usage.

Mayor Graham opened the Public Hearing

Gary Shaff/Ashland- Spoke on behalf of Streets for Everyone. Felt that the City did not have the needed funding to extend the Central Bike Path. He wanted the Council to direct staff to work on getting funding and grants. Suggested that Council list the bike path as a priority to acquire grants. He felt that Parks seemed to believe that the new map was exclusive for them only and did not include Public Works or the community.

Mayor Graham closed the public hearing.

Hyatt asked about the process for continuing the Central Bike Path and was curious what was needed to come before the Parks Commission. Goldman responded that since the Bike Path was considered a transportation corridor, it would be consistent with the comprehensive plan regarding the process, noting that parts may not need to come before the Planning Commission. Hyatt clarified that if there is development on a parcel of land would the Planning Commission need to do a review and a feasibility study? Goldman responded that those would be included in the final buildout of the project.

Hansen wanted the Transportation Advisory Committee to look into funding and the process for TSP for the Central Bike Path. He was curious if Council could do anything to help with the process. Goldman responded that Council could direct staff to look into grant options. Cotta added because of interest from both Parks and the people of Ashland as a whole, the City could look into grant options and start moving the CIP forward. Graham asked how projects would be brought forth to the grant consultant group. Cotta responded that the CIP list would be submitted for grant opportunities. Directions were given to staff to add the extension of the Central Bike Path to the list.

Councilor Hansen/Kaplan m/s move to approve First Reading of Ordinance 3232, AN ORDINANCE AMENDING THE CITY OF ASHLAND COMPREHENSIVE PLAN TO ADOPT THE PARKS AND OPEN SPACE MAP AS AN OFFICIAL MAP IN SUPPORT OF THE PARKS, OPEN SPACE, AND AESTHETICS ELEMENT OF THE ASHLAND COMPREHENSIVE PLAN and schedule Second Reading for March 5, 2024. Directing staff, Public Works, and the Transportation Advisory

Committee to ensure the Central Bike Path is considered a "top priority" in the TSP and to request the City's grant consultant to fast-track grants for the CIP as well as directing staff that the Central Bike Path is in the CIP for the next biennium.

DISCUSSION: Hansen said that the map was long overdue and focused on new priorities as well as managing fuels. He added that the broader conversation around the Central Bike Path was an important aspect that the map included. Kaplan agreed with Hasen, feeling that it was long overdue and looked forward to opportunities for more recreation areas. Dahle agreed with Hansen and Kaplan's statements. He also agreed with highlighting the importance of the Central Bike Path. Bloom wanted the House and Human Service Committee to come up with their own map regarding potential land use but would support the ordinance. DuQuenne agrees with Bloom's statement and felt that housing must be made a priority moving forward.

Roll Call Vote: Council Hansen, Dahle, Kaplan, DuQuenne, Hyatt and Bloom, YES.

Motion Passed.

XI. UNFINISHED BUSINESS

1. Selection Process for City Manager

Human Resource Director Molly Tayor spoke about how to proceed with filing the City Manager vacancy. Within the Council Communication, there was additional information about what Rogue Valley Council of Governors could do. Taylor noted that all RVCOG could do was post the job opening and did not do any recruiting activities. If an RFP is completed by the City, then RVCOG would not apply.

Bloom asked what the timeline would look like if the City began to take action within the next few weeks. Taylor response that using RVCOG would require the job description to be modified but could be up in a few daysand would require the City to choose for how long the listing would be up. If the City went with an RFP, the City would gather quotes and then chose a firm, which could take about three to five months. Taylor also mentioned that the City could simply get three quotes from a recruiting firm and go from there.

Dahle asked if a recruiting firm could leverage the tools available from RVCOG? Taylor responded that the City of Talent used both RVCOG and a recruiting firm for different functions within their own job hunt. Dahle clarified that he was interested in having the recruiting firm utilize RVCOG as part of their own selection process on behalf of the City, which Taylor confirmed was a possibility.

DuQuenne spoke about asking the City of Talent about the process they used for finding and hiring a new City Manager, as they had used both RVCOG and a recruiting firm. She also asked about the $20,000-$50,000 budget out by HR for their selection process. Taylor responded that the money had been budgeted for a generalized upper management position, as they were unaware that the City would be recruiting for a new City Manager when the money was originally budgeted. DuQuenne explained that the City of Talent had the recruiting firm handle the search process with RVCOG handling the selection process and presenting their City Council with the final options.

Hyatt said that it seemed like Council needed to provide staff direction about what recruitment services they wanted to utilize. She laid out the available options and how best to market them. DuQuenne clarified that under the suggested next steps, would HR be looking for the hiring firm and not the City Attorney? She felt that it was not appropriate for a department to hire their own boss and brought up how in previous iterations, the City Attorney was very involved with the process. Graham said that part of the reason for going out to a firm would be the elimination of any internal biases. DuQuenne stated that she would like the firm to forward all applicants to Council for them to determine who will be interviewed.

Graham asked if the Council was interested in looking beyond just posting the job opening on government websites? Hyatt wanted the search to be broader. Bloom wanted to wait until the new Council to determine how to proceed. Dahle wanted a full comprehensive search with a recruitment firm. Kaplan agreed with Dahle's view. He wanted the search to be as broad as possible and wanted Council to begin the process of looking for firms and to determine the timing for the search. DuQuenne agreed on starting the recruitment process as soon as possible. She was interested in working with both a recruitment firm and RVCOG to help broaden the search for applicants. Graham asked DuQuenne about her view on having a firm only go to government sites versus a firm going beyond that. DuQuenne responded that the hiring firm that the City of Talent used went with a broader approach, while RVCOG handled posting on government websites in a collaborative process. Hansen wanted the City to utilize all available resources to find the right person for this position.

Graham asked if the Council wanted a firm that actively recruits or a firm that just posts the opening and waits for responses. Hyatt stated she would like to see both outreach and recruitment from a potential firm. She felt that there was value in seeking out new candidates actively and putting time and energy into outreach. She wanted to know if stakeholder interviews should happen before or after the outreach process. Bloom agreed that talking with stakeholders and Council was important but wanted to push out the process to reflect changes in Council following the next election. Dahle highlighted that the hiring process would not be quick. He wanted to direct staff to select a firm to do the proper outreach and recruitment. Kaplan wanted any potential recruitment firm to be open to working closely with the City throughout the entire process. DuQuenne agreed with the sentiment that the recruitment process would not be a quick one. She agreed with the idea of working closely with the potential recruitment firm. She thought that waiting until the next Council was not necessary a good way to proceed.

Hansen added that he wondered what recommendations HR and staff would give. He wanted potential candidates identified for January Council.

Councilor Hyatt motioned to move to direct staff to create a Request For Proposal for a recruitment firm to include a quote that itemized advertising, stakeholder input and interview for the purpose of that advertising and all other function of the recruitment

Hyatt retracted her initial motion; Council was interested in a straight RFP for a recruitment firm for the creation of the search for a City Manager.

Councilor Hyatt/Hansen m/s to direct HR to develop an RFP to solicit a recruitment firm for the purpose of hiring the next City Manager of Ashland.

DISCUSSION:

Hyatt praised the discussion that Council had over the path forward. She acknowledged that it would take time to do stakeholder interviews and to publicize the position. She saw that a recruitment firm would work best to advise the Council on timing, on advertising, and how best to move forward. Hansen agreed with Hyatt's decision to reword her motion. He felt that making the motion broad would give Council flexibility on how to proceed with a recruitment firm. Kaplan agreed with Hyatt and Hansen adding that it didn't necessarily need to be a full RFP but instead an inquiry of reaching out to relevant recruitment firms. He asked Taylor if HR already had some relevant recruitment firms in mind and what would the advantage be of posting it as an RFP versus a more limited recruitment firm search given the relatively small cost. Taylor wasn't sure on the RFP process and offered to research the topic. Hyatt offered to amend the motion to reflect Kaplan's comment. Taylor noted the total projected cost of the search was under the limit needed for an RFP and it would be faster for HR to not submit a formal RFP.

Hyatt/Hansen m/s to amend the motion to leverage the procurement process appropriate for this type of contract.

DuQuenne understood this is an important position but felt that RVCOG was a professional organization. She did not understand the resistance from the rest of the Council using RVCOG. She would not vote to support the motion. Bloom said that he will not support the motion as he was not comfortable with making this decision before the next council. Dahle understood DuQuenne's concern. He did not question RVCOG's professionalism but was concerned about the limited outreach and methods that they would use. He felt that it was not enough for what the Council was seeking. He foresaw that the recruitment process would be a long effort and wanted Council to begin moving forward. Kaplan spoke in support of the motion and saw it as the first step in the process. He did not think it was a good idea to wait 11 months until the next council.

Roll Call Vote on Amendment: Dahle, Bloom, Hyatt, Hansen & Kaplan, YES. DuQuenne No. Motion passed 5-1.

Roll Call Vote on Main Motion (to direct HR to leverage the procurement process appropriate for this type of contract to solicit a recruitment firm for the purpose of hiring the next City Manager of Ashland.)

Roll Call Vote: Council Hansen, Dahle, Kaplan, Hyatt, YES , DuQuenne, Bloom no. Motion passes 4 to 2.

XII. NEW BUSINESS

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Resolution 2024-04 Jackson County, Multi-Jurisdictional Natural Hazard Mitigation Plan

Emergency Management Coordinator Kelly Burns provided a presentation (see attached). Topics discussed were.

- NHMP – National Hazard Mitigation Plan
- Emergency Planning Process & NHMP
- NHMP Timeline 2023-2024
- NHMP Adoption means...

Dahle asked how comprehensive Burns thought the new plan was? Burns responded that the new plan was imperfect but would allow the City to move forward with grant funding. Dahle understood that the document's main purpose was to obtain funding but found it to be incomplete in certain sections. He asked what the timeline would be for the plan to be finalized along with stakeholder input. Burns responded that adoption of the plan was just a step in making the plan complete. He noted that once the plan was adopted, it would go back to the steering committee and receive input from additional stakeholders. Burns foresaw that it would not take long for that review to happen, as he already had a list of items to add. Burns also expressed interest in expanding the Steering Committee to include staff from Public Works and members of the greater community.

Graham noted that the hazard mitigation planning process allows for Council and staff to better strategize. She noted two hazards, those being air quality and extreme heat, were not on the previous plan and that there had not been an amendment to the mitigation plan in four years. She asked how frequently the Council should look back at this plan once it has been instigated. Burns felt that the former plan needed to be more comprehensive, especially regarding extreme heat. He added that FEMA needed a plan to be adopted before it could provide funding. Burns also brought up how air quality was already covered under the Community Response Plan. Graham noted that the new plan pointed back to other Council approved plans for the City, which was a way to make the plan more comprehensive.

Kaplan understood the reason for the overlaps between the multiple plans as a way for them to support each other. He asked about the "actions" called out within the plan around fire season and evacuations and why Item 10.4 "Provide responder trainings and public education offerings related to wildfire evacuations" was not given more priority, especially since it was a major point of discussion at the Council Retreat last year. Kaplan also suggested Burns and staff provide a presentation on the preparation for evacuation for wildfires in a future study session. Burns noted that some of the crossover between NHMP and the Community Response Plan was focused on response times, adding that Wildfire Division Chief Chris Chambers had been interested in combining efforts around the Community Response Plan and the NHM plan once the NHM plan has been approved by Council.

Hansen noted that the Council needed to adopt this plan so Jackson County could move forward, while also suggesting that the plan be proactively revised and updated to better

reflect changing situations. He asked what part of the City government is going for the funds and grants for wildfire protection. Burns answers that it was usually the wildfire division of the Ashland Fire Department who would handle acquiring grants, adding that he was interested in getting more involved with the process. Burns also noted that NHMP only needed to be looked at annually, but agreed with Mayor Graham that the plan should be reviewed quarterly.

DuQuenne wanted a date near the beginning of fire season to discuss evacuation as it would become a more pressing topic. She also suggested the discussion be part of a larger study session. Graham agreed that discussion around the evacuation piece should happen sometime in the spring before the start of fire season.

Hyatt noted that the packet indicates both a pre and post disaster mitigation grant from FEMA. She asked if the Council were to either delay or fail to adopt the plan, would that impact funding solely for the City of Ashland or for Ashland and the other cities within the Rogue Valley. Burns responded that it would only impact the City of Ashland. Dahle asked how long it would take for the complete plan to be finished if Council approved the current plan that night. Burns estimated it would be complete in six months, with meetings happening as needed. Graham asked about the Building Resilient Infrastructure and Communities program for FEMA and if it were possible for the gaps within the plan to be filled within four months. She added that it would allow for the City to determine what is the most important area within the plan to prioritize for funding. Burns asked for clarification regarding "filling in the gaps" of the plan. Graham responded that the changes the Council would like to see were within explaining individual goals of the plan and their connection to other community plans. She asked how long it would take for the plan to be finalized. Burns wasn't sure exactly how long it would take, but assured the Council that it would be complete before the beginning of fire season. Graham noted that this plan was an opportunity to prioritize potential environmental threats to the City.

Councilor Dahle/Bloom m/s move to approve resolution 2024-04, adopting the City of Ashland representation in the updates to the Jackson County, Multi-Jurisdictional Natural Hazard Mitigation Plan, with the stipulation that an updated version be presented to Council in four months that includes recommendations from a Steering Committee that consists of multiple City department stakeholders.

DISCUSSION: Dahle spoke about the importance of not just looking at one document in a vacuum. He suggested that a future study session show how the plan links with other plans around wildfires. Bloom expressed the importance of approving the plan now and was looking forward to the process of updating the plan. Graham noted the importance of having a single dedicated emergency coordinator/manager as opposed to it being considered "additional duties" to a staff member. She expressed interest in evaluating the role of the Council regarding the plan and its connection to the Emergency Coordinator. She was looking forward to being involved with the update process.

Roll Call Vote: Council Hansen, Dahle, Kaplan, DuQuenne, Hyatt and Bloom, YES.

Motion Passed.

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

XV. **ADJOURNMENT OF BUSINESS MEETING**

Bloom/ DuQuenne move to adjourn. All ayes. Meeting adjourned at 8:40PM.

Respectfully Submitted by:

City Recorder Alissa Kolodzinski

Attest:

Mayor Tonya Graham

Version 1 (based on Chicago Ceasefire Resolution)

WHEREAS, Chapter I of the United Nations Charter states that the purpose of the United Nations is "to maintain international peace and security, and to that end: to take effective collective measures for the prevention and removal of threats to the peace, and for the suppression of acts of aggression or other breaches of the peace, and to bring about by peaceful means, and in conformity with the principles of justice and international law, adjustment or settlement of international disputes or situations which might lead to a breach of the peace;" and

WHEREAS, Chapter I of the United Nations Charter further states that the purpose of the United Nations is "to develop friendly relations among nations based on respect for the principle of equal rights and self-determination of peoples, and to take other appropriate measures to strengthen universal peace;" and

WHEREAS, the United Nations General Assembly shall act if the Security Council, "because of lack of unanimity of the permanent members, fails to exercise its primary responsibility for the maintenance of international peace and security in any case where there appears to be a threat to the peace, breach of the peace, or act of aggression;" and

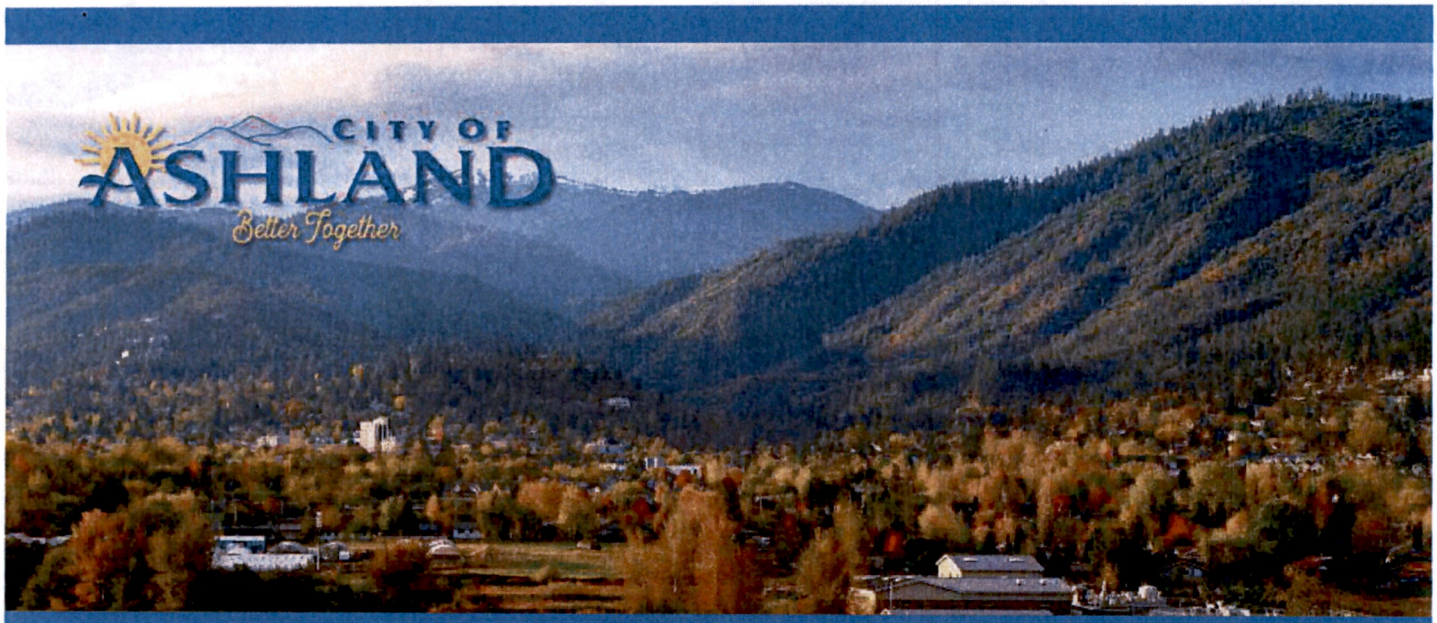
WHEREAS, the UN General Assembly convened an emergency meeting in which 153 out of 186 member nations voted in favor of adopting a resolution demanding "immediate humanitarian ceasefire" in Gaza, the "immediate and unconditional release of all hostages," and "ensuring humanitarian access"; and

WHEREAS, on January 26, 2024 the International Court of Justice interim ruling found that the state of Israel is plausibly committing acts of genocide in Gaza and ordered Israel to take immediate and effective measures to stop and prevent those acts; and

WHEREAS, on January 31, 2024 the United States District Court Northern District of California affirmed the ICJ's ruling that Israel is plausibly committing acts of genocide in Gaza; and

WHEREAS, more than 27,400 Palestinians have been killed in Gaza in over 120 days since October 7, 2023, including over 12,000 children, and more than 66,800 Palestinians have been injured in the same period; and

WHEREAS, 90% of the population in Gaza is suffering from "acute food insecurity" and more than 80% of all people currently classified as starving worldwide are in Gaza;



Contracting & Procurement

February 6, 2024

Contracting & Procurement

Applicable Law:

- State Public Procurement Code
  - Oregon Revised Statutes 279A, 279B, 279C, and the Model Rules, Oregon Administrative Rules Chapter 137, Division 46, 47, 48, 49
- Ashland Municipal Code Chapter 2.50 (AMC)

AMC Procurement Code and City Process:

- Written over 23 years ago, with last major update over 13 years ago
- Not kept up with numerous ORS updates
- Workflow procedures very paper intensive; lacks strategic initiative and integration

Contract & Procurement

Main Components of Contract & Procurement

1. When to go out for Formal Solicitation

- Request for Proposal of Information (RFP/Information), Invitation to Bid
  - Small Procurements => Direct Appointment
  - Intermediate Procurements => Informal Solicitations
  - Everything else (some exceptions) => Formal Solicitations

2. Procurement Authority

- City Council (Local Contract Review Board)
- City Manager – up to Intermediate Procurement threshold
- Department Heads – currently up to $35K

Role & Responsibilities of Local Contract Review Board (City Council)

- By resolution/ord., adopt rules pertaining to purchasing as identified in State law
- Delegate powers & duties to the Public Contracting Officer (City Manager)
- Review and approve contracts beyond Intermediate Procurement thresholds
- Cannot "un-approve" already authorized/appropriated budgeted expenditures

Contract & Procurement

Objectives of Public Procurement Law*

- Compliance with applicable law
- Provide operating departments with goods/services they need
- Reduce risks facing organization
- Promote fairness and provide opportunity for vendors to compete
- Maintain public trust that funds are spent prudently
- Help promote overall goals of organization

* Source: Govt Finance Officers Assoc (GFOA) & Institute for Public Procurement (NIGP)

Contract & Procurement

Essentially...

Ensure that goods and services are procured using competitive processes that result in *the best overall quality and cost* to the City

Per GFOA:
"Procurement requires finding the right balance"

Rule Enforcer ⟷ **Trusted Partner**

Contract & Procurement

Best Practice Progression of a Professional Procurement Dept

Procurement Maturity Model



Ad Hoc	Process	Policy	Tactical	Strategic	Professional
• No planning, policies or procedures • Departments "buy" • Suppliers dictate • Clerical focus	• Procurement process • No consistent policies • No structure • Minor element of Finance	• Policies exist • Procurement as regulated activity • Procurement department exists	• Organizational process • Reduce non-compliance • Policies understood • Role in budget control	• Organizational training • Cross functional cooperation • Well planned • Finance and procurement integrated	• Innovative • Value add to strategic initiatives • Measurement and Analytic

* Source GFOA

Contract & Procurement

Best Practice Progression of a Professional Procurement Dept



Procurement Maturity Model

Ad Hoc	Process	Policy	Tactical	Strategic	Professional
• No planning, policies or procedures • Departments "buy" • Suppliers dictate • Clerical focus	• Procurement process • No consistent policies • No structure • Minor element of Finance	• Policies exist • Procurement as regulated activity • Procurement department exists	Ashland currently • Organizational process • Reduce non-compliance • Policies understood • Role in budget control	2024-25 Initiative • Organizational training • Cross functional cooperation • Well planned • Finance and procurement integrated	• Innovative • Value add to strategic initiatives • Measurement and Analytic

Contract & Procurement

ORS & AMC Revision 2024

- The State recognized the need to balance all these objectives in order to be tactical, strategic and value-add
  - *By appropriately increasing small and intermediate thresholds allowing cities/agencies to be more effective in their process flow*
- AMC is catching up and aligning with State code
- COA Procurement is working to *automate, integrate and educate* departments in contract and procurement procedures

Contract & Procurement

Primary Differences with AMC revisions

- Added Ethics section
- Matched State's thresholds as of Jan 1st, 2024:
  - Small Procurement <$25K
  - Intermediate Procurement <$250K
  - Personal Services definition per ORS
- Removed process redundancies and inconsistent items referenced elsewhere in Code
- Added Legal clarification on templated contracts

Contract & Procurement

Note about process

Post-pandemic brought many new cases that cities had to grapple with

- Supply chain constraints pushing delivery times beyond biennium
- Inflationary pressures driving costs up
- Challenges finding suitable or available equipment for our operational needs *when* needed
  - *Example – fire truck, no contract, intent to purchase beyond the biennium, already appropriated through Equipment Fund*

- A clear and updated Code allows for greater strategic response, timeliness and less redundancy

Contract & Procurement

Note about process

AMC Revisions DO NOT:

- Does not reduce controls
  - Must still abide by ORS formal solicitation process and proper authorities
- Does not remove limitations on spending
  - Must still only spend what is appropriated/approved

Compliance over internal controls must still exist

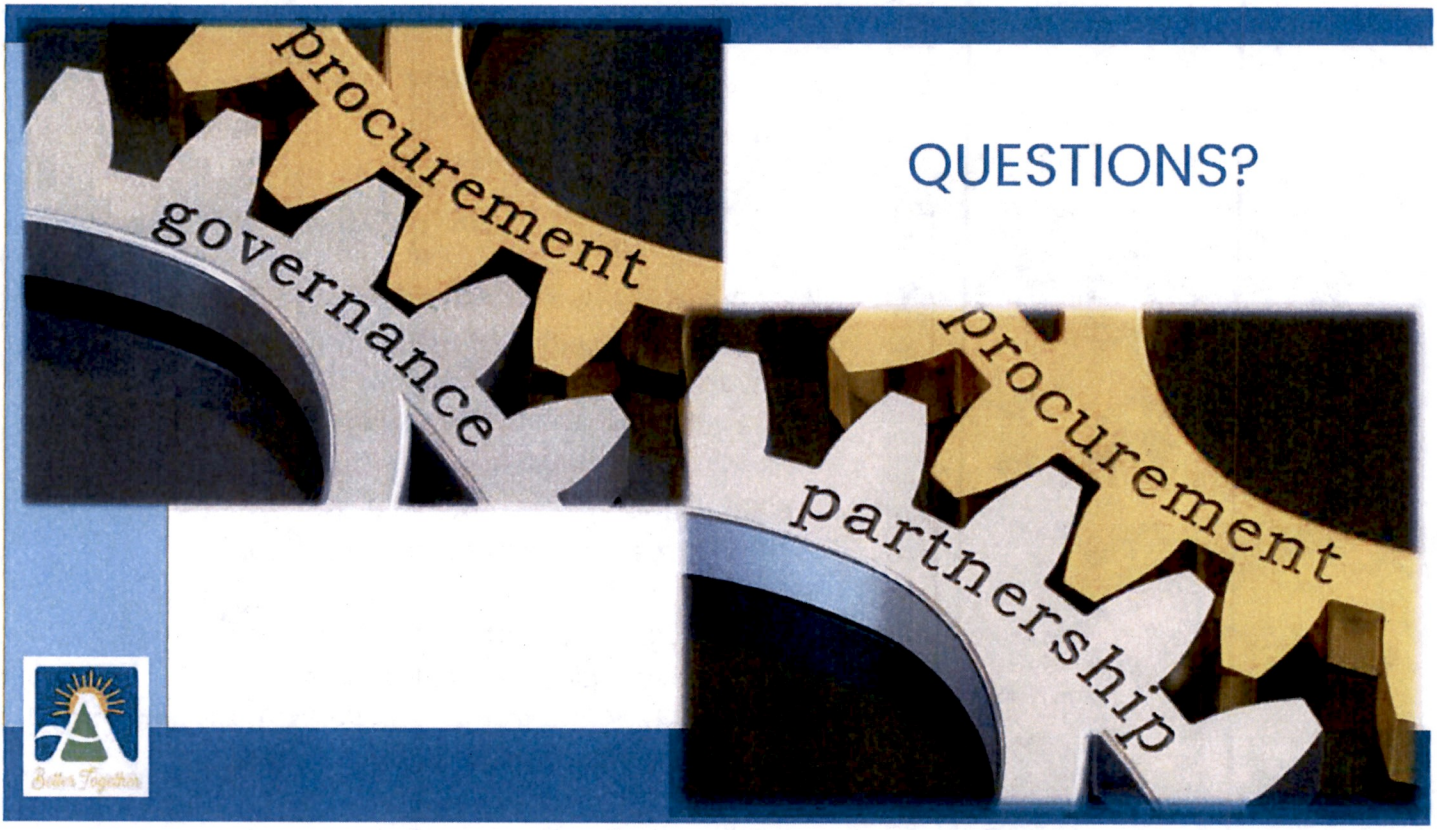
- City is audited annually to ensure compliance over federal and state regulations, including procurement law

Contract & Procurement

Note about process

AMC Revisions & Process Improvements DO :

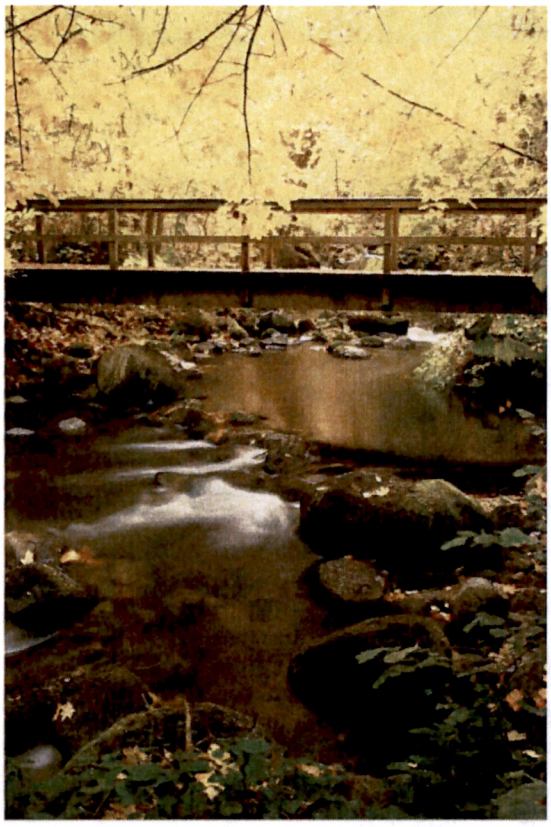
- ✓ *Remove cumbersome and redundant burdens on departments*
- ✓ *Substantial staff time savings, including Council time*
- ✓ *Utilizes technology to ensure proper controls, limitations, and effective contract and PO storage*
- ✓ *Creates and establishes interdepartmental partnerships for overall procurement goals*
- ✓ *Reduces paper substantially*
- ✓ *Provides more robust audit trail*



QUESTIONS?

First Reading
Draft Ordinance 3230

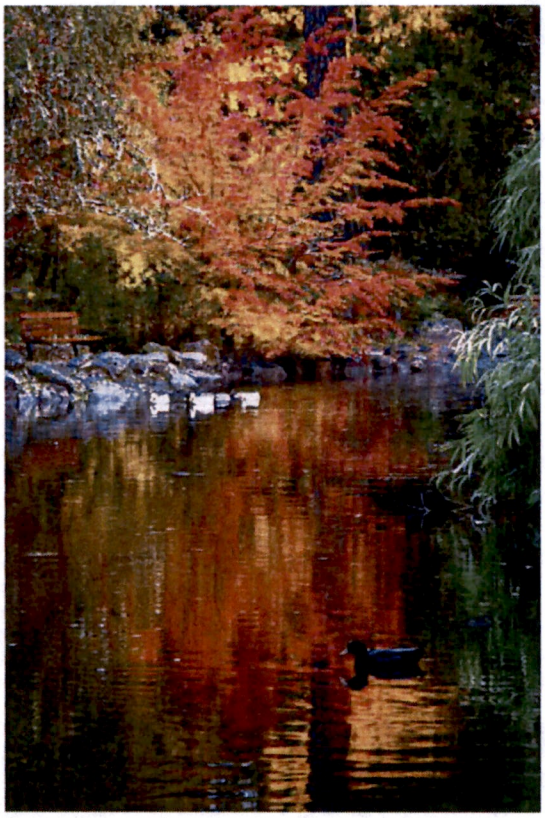
Staff recommends Council:
Approve the first reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures, and move forward with the Second Reading.



Parks, Trails, and Open Space Map Update

What is the Parks, Trails and Open Space Map?

- It is a part of the City of Ashland's Comprehensive Plan, approved by City Council
- It is a guide for APRC land acquisition and provides for a range of uses including **neighborhood parks, potential sports fields, open spaces, trail connectivity, and riparian areas.**
- The plan was first drafted in 1991, updated in 2002, and was given a "light update" in 2012.
- In May 2022, APRC formed the Parks, Trails and Open Space Plan Update Subcommittee.



Parks, Trails, and Open Space Map Update

Legislative Process Summary:

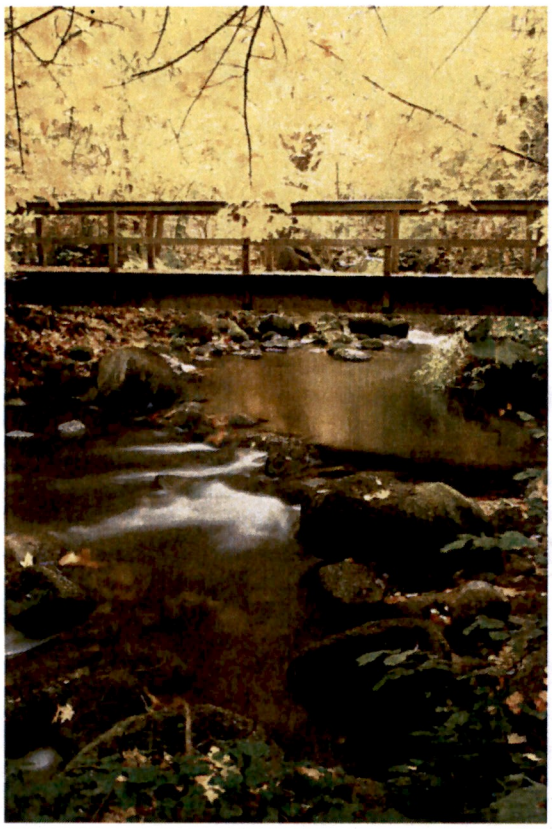
APRC Commissioners *approved the Official Map and Technical Document on Jan 10, 2024.*

Planning Commission *approved Jan 23, 2024, with a recommended "Whereas" clause*

City Council Hearings:

First Reading: Feb 20, 2024

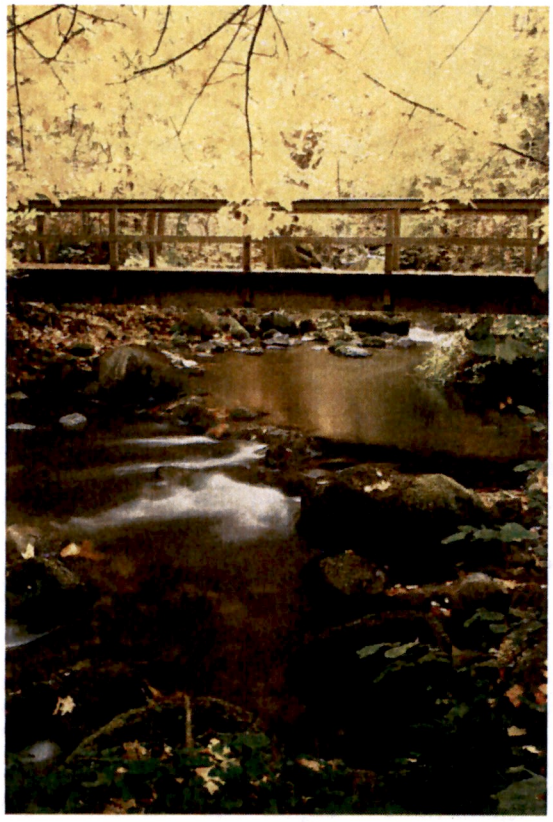
Second Reading: March 5, 2024



Parks, Trails, and Open Space Map Update

What has changed since 1991, when this plan was first created?

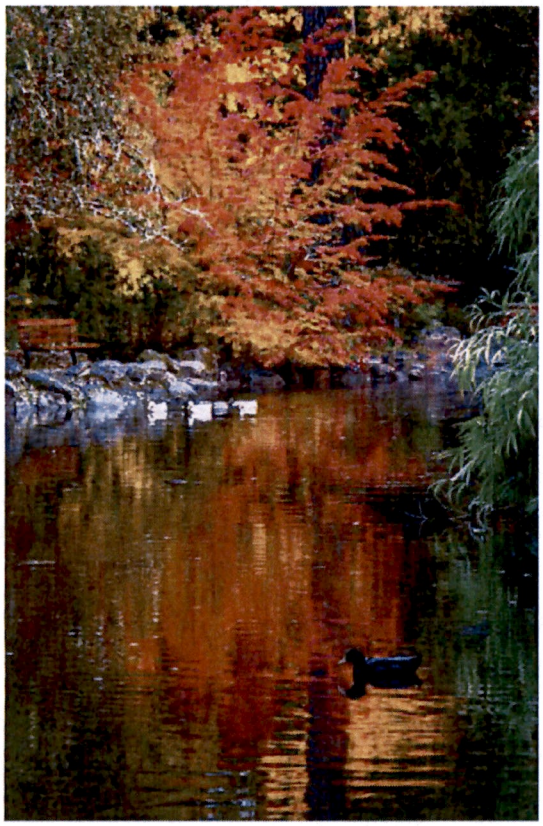
- In 1991, Ashland had less park land per capita than Roseburg, Medford, and Klamath Falls. Now, after 30+ years of effort, Ashland's per capita park land is one of the highest in Oregon.
- One goal of the City's Comprehensive Plan is to have a neighborhood park located within a 1/4 mile of every resident inside current city limits. Except for the Mistletoe (Croman) area and Lincoln School, Commissioners have deemed that sufficient property has been obtained to meet this goal.



Parks, Trails, and Open Space Map Update

Why does APRC need more land?

- Lands identified for future purchase do not focus on the creation of parks.
- The update emphasizes:
  - protection of significant natural areas like streams and riparian areas
  - trail connectivity (either through outright purchase, donation, grants, or easements
- APRC is recommending roughly **277 acres of property** that had been formerly identified for purchase be **removed** from the Map.



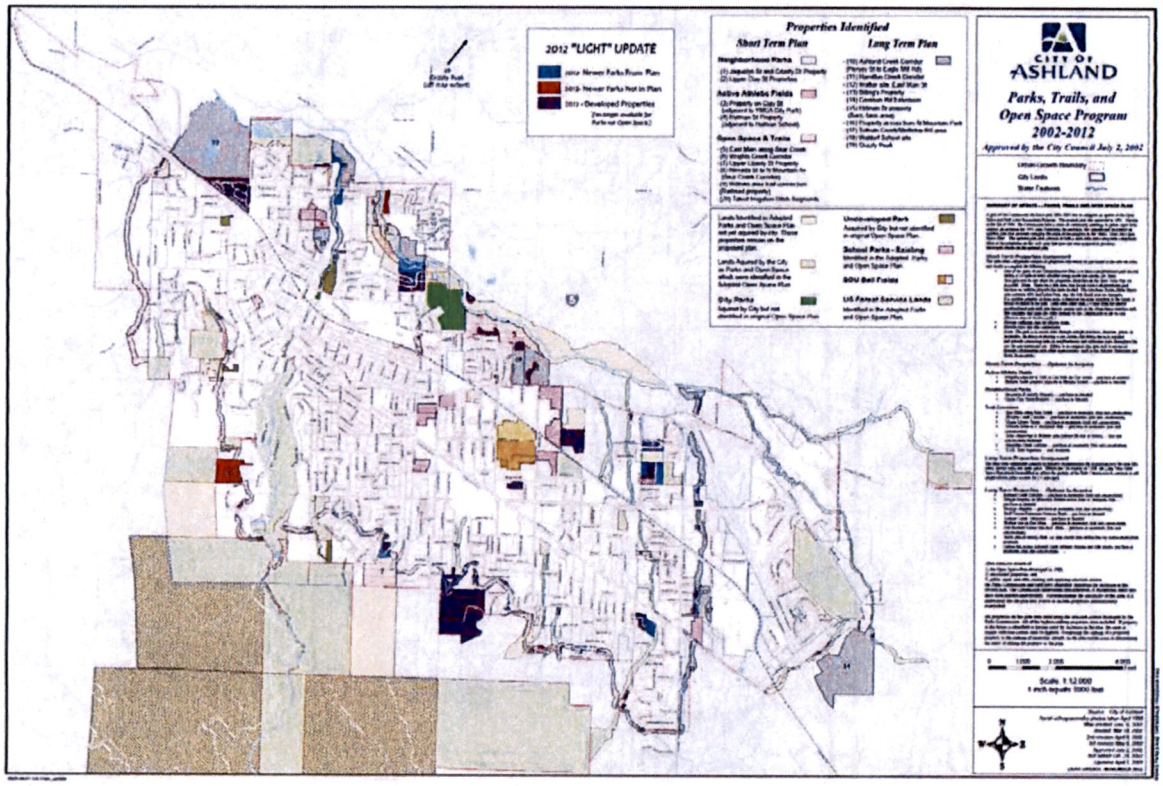
Parks, Trails, and Open Space Map Update

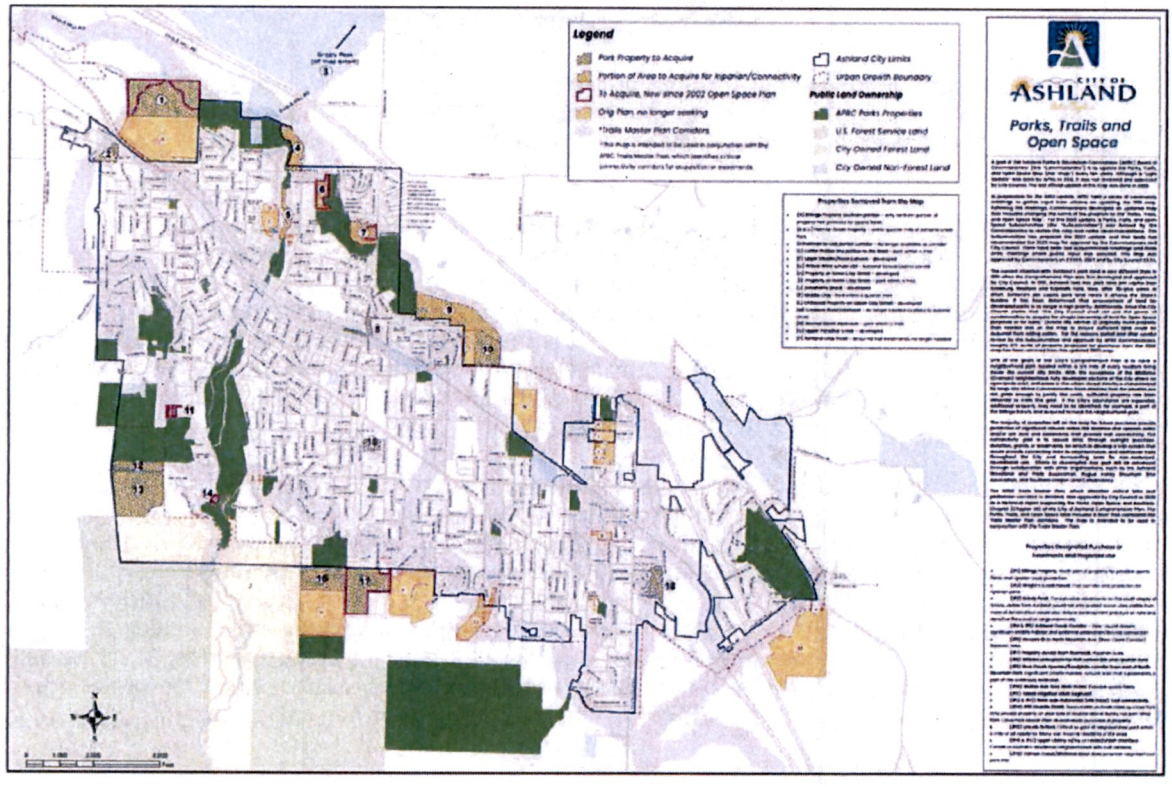
APRC Trails Master Plan (2020)

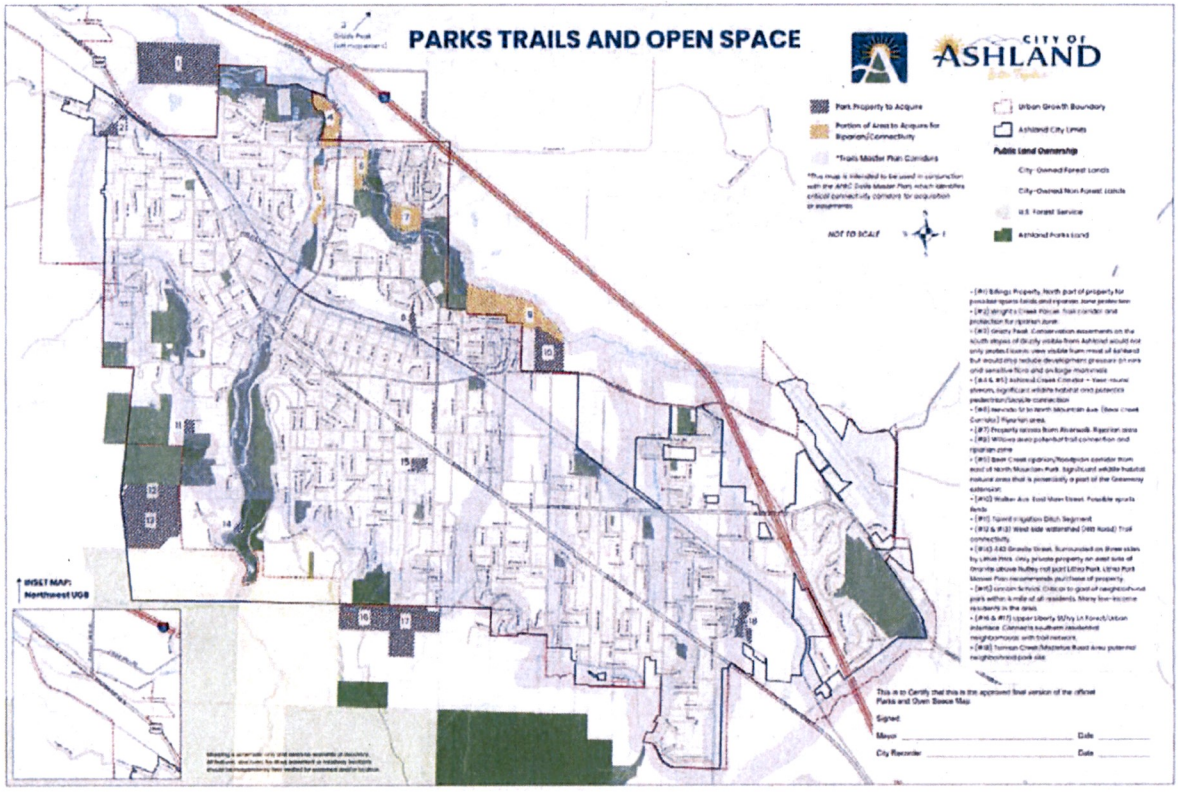
- Map is designed to be used in conjunction with the Trails Master Plan
- Trails Master Plan identifies critical bike and pedestrian corridors in Ashland and was approved by City Council in 2020 as a Technical Report supporting the Parks, Open Space, and Aesthetic Chapter (Chapter VII) of the City of Ashland Comprehensive Plan.
- The Official Parks and Open Space Map includes a "Trails Master Plan Corridors" layer.

What about the Central Bike Path?

- The Central Bike Path (CBP) is identified in the Transportation System Plan (TSP) (Approved by the Transportation and Planning Commissions) which is part of the Ashland Comprehensive Plan.
- The CBP is also identified in the Trails Master Plan which is part of the Ashland Comprehensive Plan (Also approved by the Transportation and Planning Commissions)
- The Parks, Trails and Open Space Map also identifies the CBP through a GIS layer called "Trails Master Plan Corridor". It also states on the Map " This map is intended to be used in conjunction with the Trails Master Plan, which identifies critical connectivity corridors for acquisitions or easements".
- **Extending the Central Bike Path would fall entirely to Public Works to realize under the TSP.** APRC is committed to supporting this effort and approved a resolution on Feb 7, 2024 affirming this support.
- TID and Bear Creek Greenway **are** bike/ped trails that APRC has played (and continues to play) a lead role in achieving.


2012 "LIGHT" UPDATE
Properties Identified
Short Term Plan
Long Term Plan
CITY OF ASHLAND
Parks, Trails, and Open Space Program 2002-2012
Approved by the City Council July 2, 2002


Legend
Park Property to Acquire
Portion of Area to Acquire for Riparian/Connectivity
To Acquire, New since 2002 Open Space Plan
Orig Plan, no longer seeking
*Trails Master Plan Corridors
Ashland City Limits
Urban Growth Boundary
Public Land Ownership
ARBC Parks Properties
U.S. Forest Service Land
City Owned Forest Land
City Owned Non-Forest Land
CITY OF ASHLAND
Parks, Trails and Open Space



Technical Support Document

A goal of the Ashland Parks & Recreation Commission (APRC) Board of Commissioners' (the *"Commissioners"*) is to update the Parks, Trails, and Open Space Map (the *"map"*) every ten years. Although a "Light Update" was done by APRC in 2012, it was not reviewed and approved by City Council. The last official update of the map was done in 2002.

In preparation for the 2002 update, APRC held a series of community meetings to gather input from citizens on updating the 1991 map. Following the meetings, Commissioners developed an updated map that included changing the name of the program to the "Parks, Trails, and Open Space Map". For the 2023 update, a Parks, Trails, and Open Space Subcommittee (the "Subcommittee") was formed by the Commissioners to review the map and make recommendations. The Subcommittee has prepared the 2023 update, and that body has recommended the 2023 map for approval by the Commissioners and City Council. There have been five subcommittee meetings and three APRC meetings where public input was solicited. This Map was approved by Commissioners on Jan 10, 2024 and by City Council XXXX.

The current situation with Ashland's park land is very different than in 1991 when the Comprehensive Plan was first developed and approved by City Council. In 1991, Ashland had less park land per capita than Roseburg, Medford and Klamath Falls. Now, after 30-plus years of effort, Ashland's per capita park land ranks it among the State's leaders. It has been determined that procurement of land for developed parks is no longer a high priority. Additionally, since the City Charter states that "the City Council shall not use the power of condemnation to acquire fee simple ownership of land for Open Space purposes or for trails," (Article 19a, section 2) originally more property than needed was on the map to ensure sufficient land could be acquired from willing sellers. For the reasons stated and after careful review by the Subcommittee and approval by APRC Commissioners, roughly 277 acres of property projected for purchase from the 2002 map has been removed from this updated 2023 map.

Technical Support Document (p 2)

One of the goals of the City's Comprehensive Plan is to have a neighborhood park located within a 1/4 mile of every resident living inside the current city limits. With the exceptions of the Mistletoe (Croman) neighborhood, fully developed sections of the City where no open lands exist, and areas in the urban-forest interface characterized by large lots where Commissioners have deemed that the benefits are not great enough to justify the costs, sufficient property has been obtained to meet this goal. If the City's boundaries are expanded, additional property may need to be identified, for example, a part of the Billings Ranch, and acquired to meet the neighborhood goal.

The majority of properties left on the map for future purchase provide protection of significant natural areas like streams and riparian areas and/or are land and easements that provide trail connectivity. The connectivity goal is to secure land, through outright purchase, donation, grants, or easements, on which to develop a trail system that would provide connecting links to neighborhoods and additional trails throughout the City and surrounding area for non-motorized, recreational use. Efforts to accomplish this goal will be advanced through collaboration with other organizations, such as the Ashland Woodland and Trails Association, Rogue Valley Mountain Bike Association, and Southern Oregon Land Conservancy.

The APRC Trails Master Plan, which identifies critical bike and pedestrian corridors in Ashland, was approved by City Council in 2020 as a technical report supporting the Parks, Open Space, and Aesthetic Chapter (Chapter VII) of the City of Ashland Comprehensive Plan. The Parks, Trails, and Open Space Map includes a layer that represents the Trails Master Plan corridors. The map is intended to be used in conjunction with the Trails Master Plan.

A RESOLUTION IN SUPPORT OF EXPANDING MULTI-MODAL TRANSPORTATION ROUTES IN ASHLAND
RESOLUTION APRC 2024-01.

Whereas members of the public have recently expressed to Ashland Parks and Recreation Commission (APRC) Commissioners their desire for an expanded alternative Ashland transportation system for pedestrians and non-motorized vehicles;

Whereas the Trails Master Plan (TMP) is part of the City's Transportation System Plan and is the definitive City document outlining the vision of trails and pathways in and around Ashland;

Whereas the recently developed Riverwalk Trail between N Mountain Avenue and Oak Street is an example of APRC's affirmation of the City's multi-modal transportation goals;

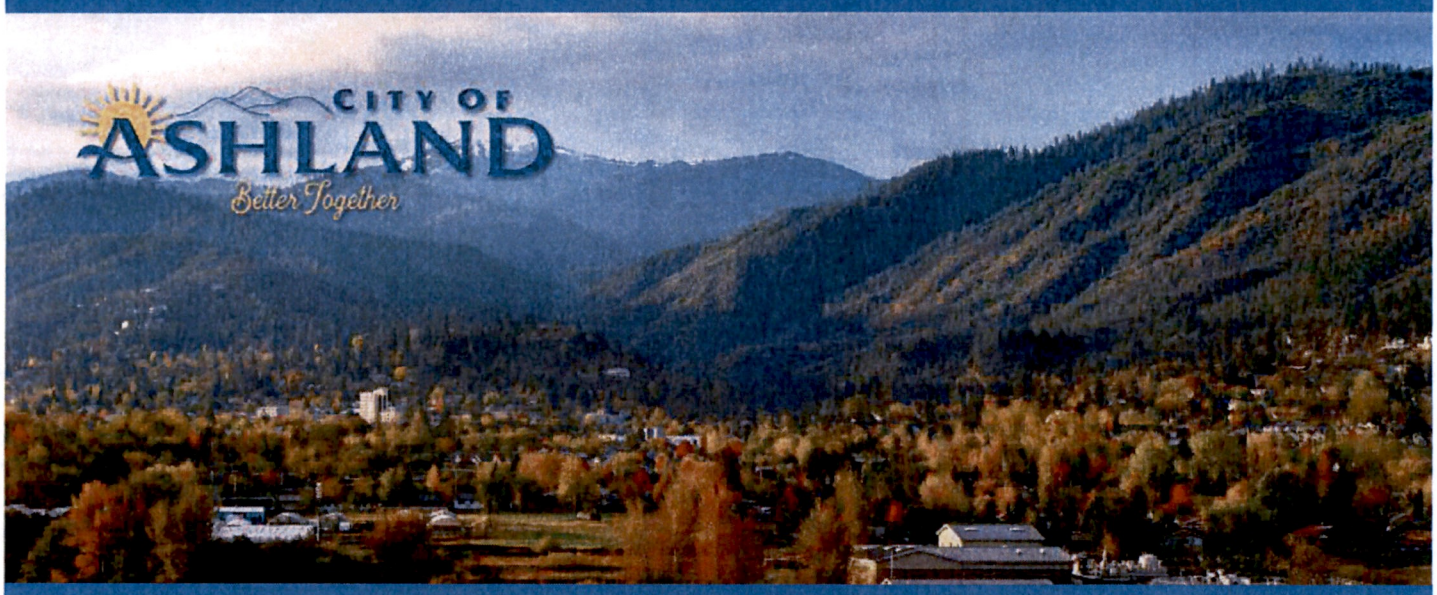
Whereas APRC has the ability to recommend to the Council the purchase of property and easements that support the goals of the City's Comprehensive Plan and Commissioner goals whether or not the property is on the Parks, Trails, and Open Space Map, and;

Whereas APRC is supportive of safe, practical conveyance through and around Ashland for pedestrians and alternative transportation.

A RESOLUTION IN SUPPORT OF EXPANDING MULTI-MODAL TRANSPORTATION ROUTES IN ASHLAND RESOLUTION APRC 2024-01.

Be it resolved that APRC expresses their willingness and commitment to improving multi-modal transportation in the City as a whole and to work with the Mayor, City Councilors and City staff to facilitate this goal within and outside park boundaries, and that APRC Commissioners would expect that meeting this goal would include, but not be limited to, 1) determining the most feasible, safe and efficient route to connect the Central Bike Path and the Bear Creek Greenway Trail; 2) implementing necessary signage and other safety improvements for the newly designated connection; 3) researching the feasibility of extending the west and east ends of the Central Bike Pathway (CBP) and; 4) supporting the overall development of the trails system outlined in the TMP and on the Parks, Trails and Open Space Map.

Further, **be it resolved** that APRC will continue to collaborate on bicycle and pedestrian enhancement partnerships with the City of Ashland.



NHMP Ashland Addendum Adoption 2024

02/20/2024

NHMP

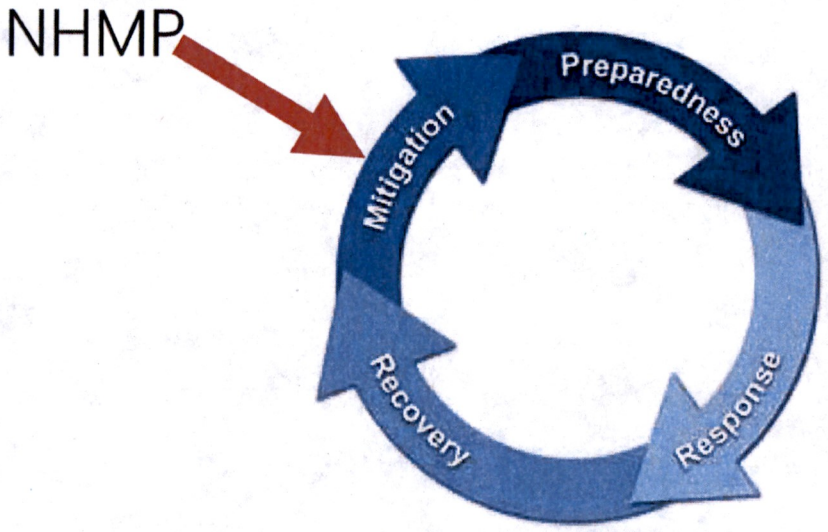
NHMP – Natural Hazard Mitigation Plan

NHMP Purpose: An updated and adopted NHMP allows Ashland to qualify for, apply for, and receive funding opportunities to mitigate natural disaster vulnerabilities pre- and post-disaster.

Council Action proposed: Adopt Ashland's Addendum to the Jackson County NHMP.

NHMP

Emergency Planning Process & NHMP



NHMP Timeline
2023-2024
Existing Plan expired June 2023

Update Process Began

April 2023

Review & Revision

summer 2023.

Capabilities Assessment

Nov 2023.

APA from FEMA and Adoption

Feb 2024

YOU ARE HERE *

NHMP Adoption means:

1. City can qualify for and apply for federal funding opportunities, both future and ongoing.
2. Ongoing revisions and updates can be made, the plan is ours.
3. We support and are in-step with our community needs.

City of Ashland Addendum

to the Jackson County NHMP



Photos courtesy of Oregon State Archives

QUESTIONS?

City Manager's Report

3.5.2024

CITY MANAGER'S OFFICE:

- **Severe Weather Shelter activations** have taken place for eight (8) nights for the month of February. Since December 2023, the severe weather shelter has been open 20 nights.
- **The Evacuation Task Force** met in mid-February with City staff from Police, Fire, Public Works and Electric. ODOT was also present. The group discussed action plans for... pinch points and intersection clearing, including a downed power lines challenge. Next meeting in May 2024.
- **RVTV has completed our first two PSA video shorts...** one on **Evacuation** and one on **Alerts**. The videos will be promoted on the City website, including the emergency preparedness page at **ashland.or.us/BetterPrepared**, and social media.
- Ashland will be part of **research project with Boise State University**, "**Household Response to Wildfire**." The team will evaluate how residents in and around Ashland respond to wildfire threats and evacuation notices. In person meeting with research team March 14, 2024.
- Public Presentation on **Emergency Preparedness**, including evacuation, on March 5 at the Ashland Metaphysical Library.
- **Public Comment on the Ordinance Amending AMC Title 16 Telecommunications** is being accepted through March 14, 2024. Comments are posted each week and available at **ashland.or.us/Telecommunications**.
- The **March 2024 City Newsletter** is available at **ashland.or.us/Communications.**
- Staff from Police, GIS and Emergency Management attended training to learn how to provide **drone support in an emergency.**
- The new **website**, including the new agenda management and online form modules, continues to move forward.
- A joint study session between Council and APRC is tentatively scheduled for April 1, 2024, to **review our DEI Assessment results and discussion around cleaning up the AMC**.

COMMUNITY DEVELOPMENT:

- **Regan Trapp**, Permit Technician II, for Community Development, has been named President Elect for the Oregon Permit Technician Association.
- Through a contracted vendor, which was budgeted for, Community Development is now In the process of **scanning plans/removing duplicates.** The plans will be removed from the Community Center, where they have been stored, and taken off-site for scanning.

FINANCE:

- **Review of Second Reading Procurement Code Revisions** underway - this change will be a significant cost savings to the City, implementing efficiencies and better controls across the board.
- **Audit Services RFP** was issued and will be reviewed in March 2024.
- A **Procurement Specialist** will be hired soon, meanwhile making some exciting automation changes and anticipating some major efficiencies to come from the AMC revisions.

City Manager's Report

FIRE:

- Promotion of the **Community Connect** software continues. Via this software, residents can provide critical information to first responders, such as Information about medical conditions, special needs, emergency contacts and even information about pets. To date, 156 residents have signed up, with 141 signing up in February alone! (Community Connect is not a substitute for signing up for Citizen Alerts, which provides emergency notifications, **ashland.or.us/Alerts**.)

HUMAN RESOURCES:

- Human Resources will be at the Southern Oregon University Career Fair on April 10, 2024.

PARKS & RECREATION:

- Parks and Recreation staff are collaborating with Public Works to make improvements to the Lithia Park Bandshell for the upcoming spring/summer concert season.
- Parks and Recreation and Public Works staff are consulting with Evans Brooks Associates to seek grant funding for multiple bike/ped projects in Ashland, including the Central Bike Path and the Bear Creek Greenway – To date, two grant opportunities have been identified.
- Parks Commissioners passed a Resolution in Support of Expanding Multi-Modal Transportation Routes in Ashland in response to community desire to see the expansion of the Central Bike Path and other bike/ped trails in Ashland.
- Parks and Recreation has a robust and thriving Volunteer in Parks Program led by Volunteer and Special Event Manager Sulaiman Shelton. The total number of volunteer hours given to support Parks and Recreation increased from just over 10,000 hours in 2022 to over 12,000 hours in 2023! This is equivalent to 5.79 full time staff, and $389,994 in dollar value contributions, based upon the latest rates from the Independent Sector.

POLICE:

- **Five(5) new officers** are currently in background check. Four (4) of the five (5) officers would need to attend the Police Academy before starting work, and ultimately the department will then be fully staffed.
- First responders will be provided with the **First Watch Wellness app.**

PUBLIC WORKS:

- Work with the Oregon Health Authority continues regarding the Lithia Water, and if this is a community water source. The **drinking fountains on the Plaza** will remain turned off in the interim.

WHAT'S COMING UP? Free classes in March through Ashland Parks and Recreation – more at ashland.or.us/Register

- **Project FeederWatch** at North Mountain Park on March 16 – Take part in a national bird counting effort
- **North Mountain Park Garden Opening** on March 20 – Orientation and work party
- **Senior Computer Literacy Classes** at Ashland Senior Center on March 6
- **Rogue Valley Bike Swap donations are needed for the April event.** Donations welcome at The Grove on Mondays, Wednesdays and Fridays from 9 a.m. to 1 p.m.

Council Business Meeting

March 5, 2024

Agenda Item	Lease Agreement with Becker Properties for Space at 2345 Ashland St #103	
From	Tighe O'Meara	Police Chief
Contact	Tighe.omeara@ashland.or.us 541-552-212	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☒ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

Staff is seeking Council permission to enter into a lease for police office space at 2345 Ashland St #103, currently Suds Ur Duds.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

For some time, the Ashland Police Department (APD), as well as community members, business owners and others, have noticed an increased presence of negative behavior within the Ashland Street business corridor. The APD has, in response to these observations, established a defined patrol area, roughly along Ashland Street and between Normal and the southbound I-5 interchange, and has dedicated one full time sworn officer (40 hours per week) to patrol just that area. APD has worked to establish an office presence in the area as well, with the Tolman Creek Shopping Plaza being recognized as the most ideal location. Specifically, the small shopping strip including the proposed location has been recognized as the area with the most consistent negative behavior. The APD approached and worked with Becker Properties (landlord), owners of this location, and reached an agreement to establish an office presence within the Suds Ur Duds laundry business. The agreement includes the build-out of a small office that will be secured from the rest of the business and accessed via a dedicated door off the front of the building. City of Ashland IT staff members have been working with the construction company identified by the property owners to make sure sufficient IT infrastructure is in place including data, voice, and security cameras. APD anticipates contracting with a private security company to provide a burglar alarm as well.

It the department's hope that having a marked and known police office in the area will bring a decrease to the negative behavior in the area. This will also give business owners and community members alike a place to locate a police officer in the area.

The build-out is expected to take two to three weeks.

FISCAL IMPACTS

The rent for the space is $1,000 per month, with $1,100 due at signing. The City will also cover landlord's construction costs to Verity Construction, approximately $32,288.

This money is not designated within the current budget but can be absorbed in the police department's budget because of several vacant positions.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

Staff requests that the Council authorize the City Manager to enter into this agreement immediately. If the Council decides against authorizing this, APD will continue to staff the patrol area with a dedicated officer for 40 hours per week, but the APD will continue to lack an office presence in the area.

I move Council authorize the City Manager to enter into a lease agreement with Becker Properties for a police office at 2345 Ashland Street effective immediately.

REFERENCES & ATTACHMENTS

Lease agreement with Becker Properties.

TOLMAN CREEK PLAZA
BECKER PROPERTIES, LLC LEASE

In Consideration of the rent to be paid and the conditions, covenants and agreements hereinafter set forth to be kept and performed by Lessee, Lessor hereby leases to Lessee and Lessee does hereby take, accept and hire from Lessor the premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions herein set forth as follows:

ARTICLE I — FUNDAMENTAL LEASE PROVISIONS:

DATE OF LEASE:	February 14th 2024
SHOPPING CENTER:	Tolman Creek Plaza
LESSOR:	Becker Properties, LLC
LESSEE:	City of Ashland, Oregon-Police Department
USE OF PREMISES:	Police Station
PREMISES ADDRESS (ARTICLE II):	2345 Ashland St # 103 (Shared Space) Ashland, OR 97520
APPROXIMATE FLOOR AREA:	170 Square Feet approximately
COMMENCEMENT DATE (ARTICLE III):	March 15th 2024
EXPIRATION DATE (ARTICLE III):	March 31st , 2031
FIXED MINIMUM RENT (ARTICLE IV):	$1,000.00
(Fixed Min rent includes CAM Fees)	
MANAGEMENT FEES:	10%
ADJUSTMENTS (ARTICLE IV):	Rent adjusts January 1st of each year CAMs included in Monthly Rent.
SECURITY DEPOSIT (ARTICLE XXI):	No Deposit required.
DUE AT SIGNING:	$1,100.00
LEASE RENEWAL OPTION:	Two (2) Five (5) Year Options

PROVISIONS: Lessor to work with Lessee to complete remodel as outlined in construction proposal from Verity Construction, Exhibit B. Lessee will pay to Contractor for Construction improvements.

Exhibits:

A - Site Plan

A-1 - Unit Description

B - Legal Description

C - Lessee's work

C-1 – Verity Construction Proposal

ADDRESSES FOR NOTIFICATIONS:

TO LESSOR:
Becker Properties, LLC
TOM BECKER
1175 E. Main St., Ste. 2B
Medford, OR 97504
541-973-2556
Email: accountant@becker-properties.com
propertymanager@becker-properties.com

TO LESSEE:
City of Ashland, Ashland Police Department
Sabrina Cotta, City Manager
1155 East Main Street
Ashland, OR 97520
541-552-2142
tighe.omeara@ashland.or.us
Legal_division@ashland.or.us

References in this Article I to other Articles are for convenience and designate some of the other Articles where references to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Article I shall be construed to incorporate all of the terms provided under each applicable lease term set forth herein. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease, the latter shall control.

ARTICLE II THE PREMISES:

Section 2.01 Description

(a) Lessor leases to Lessee and Lessee hires from Lessor those certain premises ("Premises"), which are located in the Shopping Center, is depicted on Exhibit A, Site Plan and legally described on Exhibit B ("Shopping Center"). This Lease is made for the terms, at the rental, and upon all the conditions and agreements set forth in this document. The Premises shall consist on the land outlined on the Site Plan attached hereto as Exhibit A, and the store unit identified as*: **2345 Ashland St # 103 (Shared Space), Ashland, OR 97520***. It is expressly understood the Premises includes the roof and exterior face of walls; however, the use of the foregoing is expressly reserved to Lessor.

(b) Lessee shall have the non-exclusive use of the "common areas" of the Shopping Center, as the same shall exist from time to time, all as more particularly specified in Article XI. This Lease is or shall be subject to covenants, conditions, reservations, restrictions, easements, rights, rights of way and other matters to which

reference is made to be recorded in the Office of the County Recorder in which the Premises are located, and Lessee agrees to abide by same.

(c) The depiction of possible uses, occupants, or locations of buildings on Exhibit A creates no warranty or representation that any of all of such uses, occupants or buildings will ever exist or continue to exist. Lessee acknowledges that Lessor may change the shape, size, location number and extent of the improvements shown on Exhibit A and eliminate or add any improvements to any portion of the Shopping Center.

(d) Upon at least 24 hours' actual notice, and provided that at least one employee of Lessee is present, Lessor reserves and shall at all reasonable times have the right to enter the Premises to inspect the Premises including any mortgagees and prospective purchasers and/or prospective tenants; to post notices of non-responsibility and "for lease" signs, to prevent waste, to repair the Premises (if Lessee fails to do so), and any portion of the building of which the Premises are a part ("Building"), and to install, repair, replace, maintain and inspect any utilities serving any portion of the Premises , the Building or the Shopping Center without abatement of rent, and may for such purposes erect scaffolding and other necessary structures and undertake any other construction activities where reasonably required by the character of the work to be performed, always providing the entrance to the Premises shall not be materially blocked, and the business of Lessee shall not be materially interfered with unnecessarily. Lessee hereby waives any claim for damages for any injury, inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby

Section 2.02 Right to Sell

Lessor also reserves the right, at any time, to sell all or any portions of the Shopping Center.

ARTICLE III TERM:

Section 3.01

The term of this Lease shall begin on the Commencement Date and shall terminate upon the expiration date as specified in the applicable Fundamental Lease Provisions.

Section 3.02 Commencement Date

The Commencement Date shall be the earliest of the following dates: (I) the date which is the number of days specified in the applicable Fundamental Lease Provision or (ii) the date on which Lessee opens for business in the Premises. Lessee shall have no right, without Lessor's prior written consent, to enter the Premises or deliver materials or start construction until Lessor so authorizes.

Section 3.03 Renewal Option(s).

If Lessee is not in default with any provision of this Lease, then each option period shall automatically commence beginning the day after the stated Expiration Date as provided under Article 1 of the Fundamental Lease Provisions. The New Expiration date will then be adjusted to coincide with the extension time of the option period. AUTOMATIC RENEWAL UNLESS CANCELLED. IF LESSEE OR LESSOR DOES NOT WANT THE OPTION TO AUTOMATICALLY RENEW, THEN, LESSEE OR LESSOR MUST GIVE WRITTEN NOTICE, OF THEIR DESIRE NOT TO EXTEND THE LEASE AGREEMENT AND TO CANCEL THE OPTION EXTENTION, TO THE OTHER PARTY AT LEAST 180 TO 210 DAYS BEFORE THE LEASE EXPIRATION DATE.

ARTICLE IV RENT:

Section 4.01 Payment of Rent

Lessee hereby covenants and agrees to pay rent to Lessor in the form of "fixed rent", at times collectively referred to as "rent". The payment of rent shall begin on the Commencement Date. Rent, and all other sums payable by Lessee under this Lease, shall be paid when due without prior notice or demand therefore, (unless expressly provided for in this Lease), shall be payable without any deductions, setoffs, or counterclaims whatsoever,

and rent shall be paid at the office of Lessor, unless otherwise notified. Time is of the essence in the payment of rent.

Section 4.02 Rent

Lessee shall pay to Lessor, as rent hereunder, the aggregate of the following:

(a) Fixed Minimum Rent. Lessee shall pay to Lessor for each calendar month during the Lease term the Fixed Minimum Rent specified in the applicable Fundamental Lease Provision, Should the term of this Lease commence on a day other than the first (1st) day of a month, the first monthly installment of Fixed Minimum Rent shall be prorated on the basis of a thirty (30) day month and shall be paid with the rental payment for the first full calendar month of the term of this Lease. Thereafter, all rent shall be paid in advance on the first day of the month throughout the term of this Lease.

(b) Additional Rent. None.

(c) Rent Increases. The Fixed Minimum Rent shall be increased, but in no event decreased, on January 1st ("Adjustment Date") of each calendar year of the term of the Lease. The base for computing such adjustments shall be the Consumer Price Index-West -C, All Urban Consumers Price Indexes of Pacific Cities (All Items, 1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the month of the Commencement Date ("Beginning Index"). If the Index published for the month of October immediately preceding the Adjustment Date ("Adjustment Index") has increased over the Beginning Index, the Fixed Minimum Rent paid for the immediately following calendar year shall be increased by the result obtained by multiplying the Fixed Minimum Rent by the percentage increase, if any, in the Adjustment Index over the Beginning Index, This new Fixed Minimum Rent shall be used for the calculation of the following adjustment period, If the term of the Lease commences on a date other than the 1st day of a calendar year, the initial adjustment required hereunder will be determined by increasing the Fixed Minimum Rent by the pro rata portion of the percentage increase in the Adjustment Index over the Beginning Index allocable to that portion of the term of the lease that has transpired during the initial calendar year of this Lease. Notwithstanding anything herein to the contrary, in no event shall the Fixed Minimum Rent, as adjusted, be less than one hundred four percent (104%) of the Fixed Minimum Rent payable to Lessor for the month of December immediately preceding each Adjustment Date, regardless of the Commencement Date. If the Index is discontinued, Lessor shall select another similar index that reflects consumer prices

ARTICLE V USE OF PREMISES:

Section 5.01 Use: Police Station

Lessee shall occupy and use the Premises only for the purposes and under the trade name specified in the Fundamental Lease Provisions and the Premises shall not be used or occupied for any other purpose without the prior written consent of Lessor.

Lessee shall not:

(a) Use or permit the Premises to be used for any purpose other than that set forth in this Article V and further covenants and agrees to comply promptly with all statutes, ordinances, rules, orders or regulations of any governmental authority regulating the use or occupation of the Premises.

(b) Use or permit the use of the Premises in any manner that will tend to create a nuisance or disturb other Lessees or occupants or the Shopping Center or tend to injure the reputation of the Shopping Center, or to use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, Lessee shall not use or permit the Premises to be used for the sale of any merchandise or services (other than those specifically described in Section 5.01) as to which Lessor may have granted an exclusive right to any other lessee within the Shopping Center.

(c) Conduct or permit to be conducted in the Premises any fire sale, auction, bankruptcy sale, second-hand sale, going-out-of-business sale or other promotions or sales without Lessor's prior written consent, except for periodic sales in the normal course of business.

(d) Allow any activity to be conducted on the Premises or store any material on the Premises which will increase premiums for or violate the terms of any insurance policy maintained by or for the benefit of Lessor or the Shopping Center. In no event shall any explosive, radioactive, hazardous, or dangerous materials be stored at the Premises, except that any Ashland Police or Oregon State Police equipment and firearms are permitted.

(e) Use or allow the Premises to be used for sleeping quarters, dwelling rooms on the Premises without Lessor's prior written consent.

(f) Obstruct, place any merchandise, vending or amusement machines on, or otherwise use in the conduct of its business, any part of the common area of the Shopping Center, including the sidewalks in front of the Premises.

(g) Erect or install any exterior signs or window or door signs, advertising media or window or door lettering or placard, install any exterior lighting, plumbing fixtures, shades or awnings; make any exterior decoration or painting; build any fences, walls barricades or other obstructions; or install any radio, television, phonograph, antennae, loud speakers, sound amplifiers, flashing or revolving lights, or similar devices on the roof, exterior walls or in the window of the Premises, or make any changes to the store front without Lessor's prior written consent. Any signs, lights, advertising material, loud speakers or anything installed by Lessee on the Premises which may be seen, heard or experienced outside the Premises must be designated or approved by Lessor in writing, Lessee shall not solicit business, display, paint or place, or cause to be placed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicles parked in the common area of the Shopping Center, nor shall Lessee distribute or cause to be distributed in the Shopping Center any handbills or other advertising devices.

(h) Interfere with any other lessee's use of the common area or cause or permit any waste on the Premises or in the Shopping Center.

Lessee shall:

(1) Lessee shall use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Lessee's business in the Premises.

(2) Operate all of the Premises continuously during the entire term of this Lease with due diligence and efficiency, Lessee shall provide sufficient personnel. The nature of Lessee's business will determine the actual hours of operation necessary to successfully operate the business, but it is anticipated that the hours may fluctuate on a daily basis and that the hours of operation vary, including opening and closing after midnight.

(3) This section intentionally left blank.

(4) Keep the Premises, entrances thereto, walkways adjacent thereto, loading platforms, service areas, garbage and refuse storage areas free from obstruction and clean and neat and arrange for the prompt and frequent pickup of rubbish at such intervals as Lessor may direct.

Section 5.02 Use of Common Area

(a) Lessor covenants that the Shopping Center's Common Areas, as they exist from time to time, shall be available for Lessee's non-exclusive use, in common with all other users authorized by Lessor, for ingress, egress and parking during the term of the Lease, subject to; (i) any taking under the power of eminent domain, (ii) casualty damage to the common area improvements, and (iii) any construction in the Shopping Center that is in accordance with Article II. Lessor reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such common areas, as well as the size and number of buildings in the Shopping Center, and to increase or decrease the size thereof or that of the Shopping Center or both.

(b) Lessor shall keep the common areas or that portion thereof owned from time to time by Lessor in a neat and clean and orderly condition, and shall repair any damage to the facilities thereof, but all expenses and costs in connection with said common area shall be charged and prorated in a manner set forth in Section 11.03 hereof.

(c) Lessor shall also have the exclusive right, but not the obligation, to regulate and control the common areas or that portion thereof owned from time to time by Lessor and Lessee agrees to conform to such rules and regulations as Lessor may establish.

ARTICLE VI UTILITIES;

Section 6.01 Utility Services

(a) Lessee will pay for their own electricity.

(b) Furnishing of Services. Lessor reserves the right to furnish electrical services to Lessee. In that event, Lessee shall pay monthly, in advance, $150.00 an amount estimated by Lessor to reimburse for electricity, utility services furnished by Lessor. Such average monthly charge of $150.00, is an estimate by Lessor and may be revised from time to time, said monthly charge or charges shall be subject to actual consumption. Adjustments in

Lessee's share of such charge shall be made within thirty (30) days following the end of each calendar quarter or, at Lessor's option, each calendar year.

ARTICLE VII TAXES:

Section 7.01 Real Property Taxes:

(a) Beginning with the Commencement Date and for the balance of the term of this Lease, Lessor will pay all property taxes for Lessees premises as part of Lessee's rent.

Section 7.02 Definitions and Pro-rations

(a) Blank

ARTICLE VIII REPAIRS AND MAINTENANCE:

(a) Notwithstanding the fact that some of the following items are not part of the Premises hereunder, however, they shall be maintained, repaired and replaced by Lessor. Such items shall include but not be limited to: the roof, exterior walls, foundation and structural portion of the buildings of which the Premises are a part, exterior trim, all underground and overhead utilities and service lines, HVAC and plumbing, drops located outside the parameters of the Premises and painting and staining of exterior walls, trim or accessories, at such intervals as Lessor shall determine, which works shall be performed by Lessor. Lessor shall have no obligation for any repairs under this Article until a reasonable time after receipt by Lessor of written notice of the need for such repairs. Lessee waives the provisions of any law permitting Lessee to make repairs at Lessor's expense.

(b) Lessee shall keep the Premises, the adjacent walks and corridors at all times in a neat, clean and sanitary condition, free from waste and debris and shall neither commit nor permit any waste or nuisance. Lessee agrees at all times, from and after the Commencement Date, at Lessee's own cost and expense, to repair, replace and maintain in good condition and state of repair the Premises and every part thereof (excluding only those items to be maintained by Lessor).

ARTICLE IX ALTERATIONS:

Section 9.01 Alterations and Additions

Lessee shall not make any alterations, additions, modifications or changes to the Premises without Lessor's prior written consent, which may be withheld in Lessor's sole and reasonable, absolute discretion. Lessor may require, as a condition to granting such approval, that Lessee demonstrate and secure its ability to complete and pay for the alterations, additions and changes. No alterations, additions, or changes shall be made to any storefront, the exterior walls or roof of the Premises, nor shall Lessee erect any mezzanine or increase the size of same without the prior written consent of Lessor. Lessee shall be directly responsible for any and all damage resulting from any alterations, additions and changes. All alterations, additions, or changes to be made to the Premises which require the consent and approval of Lessor, shall be under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications with respect thereto, to the extent the approval of an architect or engineer is required by applicable law, approved in writing by Lessor before the commencement of the work. All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of such work, Lessee shall file for record in the office of the County Recorder where the Shopping Center is located, a Notice of Completion as permitted by law. Unless the terms of Lessors consent states otherwise, such alterations, additions and changes shall at Lessors option and be considered improvements shall not be removed by Lessee without Lessors prior written consent but shall become a part of the Premises upon installation. All changes, alterations and improvements shall be performed and done strictly in accordance with all applicable laws and ordinances relating thereto. Lessee shall have the work performed in such a manner as not to obstruct the access of any other lessee or occupant of the Shopping Center.

ARTICLE X MECHANIC'S LIENS:

Section 10.1 Lessee agrees that it will pay or cause to be paid all costs for work done, or caused to be done, by it

on the Premises, and Lessee will keep the Premises and Shopping Center free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify, defend and save Lessor, the Premises and Shopping Center free and harmless against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claim of lien of laborers or material liens or others for work performed or materials or supplies furnished to Lessee or persons claiming under it. In addition, Lessee shall keep Lessee's leasehold interest and any of those improvements to the Premises which are, or become property of Lessor pursuant to this Lease free and clear of all liens of attachment or judgment liens.

ARTICLE XI COMMON AREAS:

Section 11.01 Common Areas.

Lessor hereby grants to Lessee the non-exclusive right in common with others during the term of this Lease to use the common areas (as hereinafter defined) of the Shopping Center for itself, its employees, agents, customers, invites, and licensees. Lessor shall have the sole right to place vending or amusement devices and public telephones on the common area. Lessor shall at all times have the right to utilize the Common Area for promotions, exhibits, rides, outdoor shows, displays, automobile and other product shows, the leasing of kiosks and food facilities, landscaping, decorative items and any other use which, in Landlord's judgment, tends to attract customers to, or benefit customers of, the Shopping Center.

Section 11.02 Cost of Maintenance of Common Areas

(a) The term "common areas" refers to all areas within or adjacent to the Shopping Center from time to time made available for general use, convenience and benefit of Lessee and other persons entitled to occupy the Premises in the Shopping Center, including, without limitation, automobile parking areas, driveways, sidewalks, open and enclosed courts and malls, landscaped and planted areas, canopies, trellises, awnings, down spout, gutters and Shopping Center signs (although the Shopping Center signs are available to Lessee only upon such terms and conditions as Lessor may agree in writing).

ARTICLE XII INSURANCE AND INDEMNITY:

Section 12.01 Insurance

(a) Lessor's Obligations. At all times during the term of this Lease, Lessor shall maintain in full force and effect, with insurance companies licensed to do business in the State of Oregon and otherwise satisfactory to Lessor in its sole discretion, one or more policies including the following cover ages:

(1) General public liability and property damage insurance against claims for bodily injury, death or property damage occurring in or upon the common area with limits of coverage of not less than $1,000,000.00 combined single limit. Lessor may increase the foregoing limits if it deems such increase desirable to protect Lessor and Lessee.

(2) Fire, extended coverage, vandalism, malicious mischief, earthquake, loss of rental income, and sprinkler leakage (if building contains sprinklers) insurance in such form and with such covered perils as Lessor deems appropriate in its sole discretion insuring the buildings and other improvements on the Premises in an amount equal to the full replacement cost thereof less standard underground exclusions. All proceeds shall belong to and be the sole property of Lessor and Lessee hereby assigns to Lessor or its nominee all of Lessee's right, title and interest thereto.

Lessor shall have the right to maintain blanket policies with the foregoing limits.

(b) Lessee's Obligations. At all times during the term of this Lease, Lessee shall maintain in full force and effect with insurance companies licensed to do business in the State of Oregon and otherwise satisfactory to Lessor, in its sole discretion one or more policies evidencing the following coverage, a certificate of which shall be

submitted to Lessor prior to Lessee's undertaking any of the work required of Lessee pursuant to:

(1) Comprehensive general liability and property damage insurance insuring all premises-operations, independent contractors, products and completed operations and contractual liability arising from the operation, possession, maintenance or use of the Premises or ways immediately adjacent thereto with limits of liability of not less than $500,000.00 for each person, $50,000.00 for each occurrence for property damage, or a combined single limit of $1,000,000.00. Lessee shall increase the foregoing limits if Lessor deems such increase desirable to protect Lessee and Lessor.

(2) Comprehensive automobile liability and property damage insurance insuring all owned, non-owned and hired vehicles used in the conduct of the Lessee's business and operated upon or parked upon the common area with limits of liability of not less than $1,000,000.00 combined single limit for death or injury to one or more persons in a common accident or occurrence, and $50,000.00 for each occurrence for property damage. Lessee shall increase the foregoing limits if Lessor deems such increase desirable to protect Lessee and Lessor.

(3) Standard Form Worker's Compensation and Employer's Liability insurance covering all Lessee's employees for injury or illness suffered in the course of or arising out of their employment, providing Statutory Worker's Compensation benefits and employer's Liability Limits.

(4) Plate glass insurance covering the full replacement cost of plate glass, frames and lettering thereon within and part of the Premises to include a safety Glazing Material Endorsement, any deductible provisions of which are solely for the account of Lessee.

(5) Fire, extended coverage, vandalism and malicious mischief and other perils at Lessor's discretion, insurance in an amount equal to the actual cash value of all furniture, fixtures, stock equipment, including fixtures and improvements and betterments installed by Lessee in the Premises, any deductible provisions of which are solely for the account of Lessee.

(6) At all times during which Lessee is doing construction work in the Premises, "All Risk" builders risk insurance with limits of coverage not less than one hundred percent (100%) of full replacement cost of Lessee's leasehold improvements and owner's and contractor's protective insurance and independent contractor's insurance with coverage of at least $1,000,000.00 for a single occurrence and for property damage.

All insurance provided by Lessee shall name Lessor, its officers, employees and agents, each mortgage of Lessor and such other persons or entities as Lessor may from time to time designate, as additional insured, as their respective interests may appear. No such policy may contain a deductible amount greater than $5,000.00 unless approved by Lessor in writing. Prior to Lessee's accepting possession of the Premises or undertaking any work in the Premises, and at least thirty (30) days prior to the expiration date of any such insurance policy, Lessee shall provide Lessor with a certification of such insurance coverage. Each such insurer shall be licensed to do business within the State of Oregon and shall be rated "A" or better as to policyholder rating and "X" or better as to financial rating in Best's Key Rating Guide and shall be otherwise satisfactory to Lessor in its sole and absolute discretion. All such insurance policies shall contain the following provisions: (i) the agreement of the insurer to give Lessor and each mortgagee of Lessor at least thirty (30) days' notice by registered mail prior to cancellation, change in coverage, termination, lapse or any other material change in said policies or any of them, (ii) waiver of subrogation rights against Lessor and Lessee, (iii) agreement that said policies are primary and non-contributing with any insurance that may be carried by Lessor, (iv) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right to recovery against any party for loss accruing to the property described in the insurance policy, (v) a cross-liability endorsement, and (vi) a statement that no act or omission of Lessee shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Lessee's insurance may be in the form of a general coverage or blanket policy covering the Premises provided that Lessor, its officers, employees and agents, each mortgagee of Lessor and such other persons or entities as Lessor may from time to time designate are specifically named therein as additional insures and provided further, that the requirements of this paragraph are otherwise met.

All proceeds of such property insurance shall, at the election of Lessor, be paid to Lessor and held in trust and may be used for the repair or replacement of the plate glass, fixtures, equipment or contents insured in the event this Lease shall terminate for any cause while such proceeds are held by Lessor. Lessor shall have the right to apply such funds for the redevelopment of the Premises. A duplicate original of all such policies, or certificates of insurance, shall be delivered to Lessor at least thirty (30) days prior to the expiration or cancellation of any such policy. In the event Lessee fails at any time during the term of this Lease to obtain such insurance or to provide such evidence thereof, Lessor shall have the right but not the duty to procure such insurance, and Lessee shall pay to Lessor the costs and expenses thereof plus interest at the rate of 12% within ten (10) days after demand therefore.

Lessee and Lessor waive any right of subrogation against the other party hereto subject to approval of their respective insurance carriers.

Section 12.02 Indemnity

Lessee agrees and this Lease is made upon the express condition that Lessor shall not be liable, responsible, or in any way accountable to Lessee, Lessee's agents, employees, servants, customers or invitees, or to any person whomever for any loss, theft or destruction of a damage (including, but not limited to, any damage caused by rainstorm or other water damage) to any goods, wares, merchandise, fixtures or other property stored, kept, maintained or displaced in, on or about the Premises, or in, on or about the facilities, the use of which Lessee may have in conjunction with this Lease, nor for injury to or death of any person or persons who may at any time be using, occupying or visiting the Premises or thereabouts regardless of the nature or cause of such injury, damage or destruction, unless caused by the negligence or willful misconduct of Lessor, Lessee agrees to indemnify, defend, hold harmless and protect Lessor, its agents and employees from any and all costs and expenses, liability and claims for damages to or loss of property (including Lessee's property) or injury to or death of persons (including Lessee, its agents, employees, visitors or invitees) directly or indirectly resulting from anything occurring from any cause on or about the Premises, in connection with the maintenance or operation of Lessee's business, occupation or use of the Premises. Lessee shall discharge any judgment or compromise rendered against or suffered by Lessor as a result of anything indemnified against hereunder and shall reimburse Lessor as a result of anything indemnified against hereunder and shall reimburse Lessor for any and all costs, fees, or expenses incurred or paid by Lessor.

ARTICLE XIII DAMAGE AND DESTRUCTION:

In the event the Premises, or any part thereof, shall be damaged by any casualty, this Lease shall remain in full force and effect, without abatement of rent or any other charges (except as expressly set forth in this paragraph) and Lessor shall repair such damages to the extent of "Lessor's Work" as set forth in Exhibit C, if any that may be; attached hereto and made a part hereof, as a rapidly as reasonably possible, unless caused by the negligence or willful misconduct of Lessor. Lessee shall be responsible for the repair, restoration and replacement of "Lessee's Work" if any that may be, as set forth in Exhibit C, its stock in trade, trade fixtures, furnishings, furniture, equipment and other personal property. In such event, Fixed Minimum Rent shall abate to the extent Lessor receives rental loss insurance proceeds attributable to the Premises. In the event of complete destruction of the Leased Premises, Lessee shall have the right to terminate their Lease if there is not an alternative suitable Premises for the Lessee to use in the Shopping Center to substitute for the existing space. In the event of relocation, Rents may need to be adjusted based on square footage utilized by Lessee.

ARTICLE XIV ASSIGNMENT AND SUBLETTING:

Lessor has entered into this Lease in order to obtain for the benefit of the Shopping center Lessee's trade name and the products, services and specific merchandise mix associated with Lessee's business, and the following prohibitions are expressly agreed to by Lessee in consideration of such fact. Lessee shall not assign this Lease or any interest therein, whether voluntarily, by operation of law, or otherwise, and shall not sublet the Premises or any part thereof (collectively referred to herein as "Conveyance"), except with Lessor's prior written consent and approval.

Any such Conveyance, even with the approval of Lessor, shall not relieve Lessee from liability for payment of all rent and other charges payable hereunder or from the obligations to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any person other than Lessee shall not be deemed to be a waiver of any of the provisions of this Lease, or consent to the Conveyance. Consent to any Conveyance shall not be deemed consent to any future Conveyance. Any merger, consolidation or transfer of corporate shares of Lessee, if Lessee is a corporation, so as to result in a change in the present voting control of the Lessee by the person or persons owning a majority of said corporate shares on the date of this Lease, shall constitute a Conveyance and be subject to the conditions of this paragraph.

Any attempted or purported assignment, transfer, sublease, mortgage or other encumbrance of Lessee's leasehold interest hereunder or any part of such interest, whether voluntary or by operation of law, without the prior

written consent of Lessor shall be void and shall constitute a default hereunder and confer no rights whatsoever on third parties.

ARTICLE XV LESSEE'S DEFAULT:

Section 15.01

The following shall be deemed to be acts of default under this Lease:

(a) Upon not less than 10 days' written notice from Lessor, should Lessee shall fail, neglect or refuse to pay any installment of Fixed Minimum Rent, Percentage Rent, Additional Rent or any other payment or charge, including, without limitation, penalty charges, required to be paid by Lessee hereunder at the time and in the amount as herein provided, or pay any moneys agreed by it to be promptly when and as the same shall become due and payable during the term of the Lease.

(b) The failure of Lessee to commence its build-out of the Premises when required by Article II, if applicable, or to open its business in the Premises within thirty (30) days after the Commencement Date unless otherwise provided in this Lease.

(c) The occurrence of a Conveyance without Lessor's prior written consent.

(d) Lessee shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by Lessee and such default shall continue for a period of more than fifteen (15) days after notice in writing given to Lessee by Lessor (which notice shall be in lieu of, not in addition to, any notice required under applicable law); provided however, that if the cause for giving such notice, Lessee shall be deemed to have complied with such notice if Lessee has commenced to cure such default within said fifteen (15) day period and is diligently prosecuting such cure to completion.

(e) Any attachment or levy of execution or similar seizure of the Premises or Lessee's merchandise, fixtures or other property at the Premises or any foreclosure, repossession or sale under any chattel mortgage, security agreement or conditional sales contract covering Lessee's merchandise, fixtures or other property at the Premises, or the filing of any petition by or against Lessee or any guarantor of this Lease under any chapter of the Bankruptcy Act, or the adjudication of Lessee or any guarantor of this Lease as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Lessee or any guarantor or this Lease, for the benefit of creditors, or any other action taken or suffered by Lessee or any guarantor of this lease under any state or federal insolvency or bankruptcy act and the continuation thereof for more than twenty (20) days.

(f) Lessee's failure to maintain employees.

No re-entry or re-letting of the Premises of any nature served under unlawful detainer action or the filing of any unlawful detainer or similar action shall be construed as an election by Lessor to terminate this Lease unless a written notice of such intention is given by Lessor to Lessee, and notwithstanding any such re-letting without such termination, Lessor may at any time thereafter elect to terminate this Lease.

Except in the case of Lessor's negligence or willful misconduct, Lessee hereby waives all claims or demands for damages that may be caused by Lessor in reentering and taking possession of the Premises as herein above provided and all claims or demands which may result from the destruction of or injury to the Premises and all claims or demands for damages or loss of property belonging to Lessee or to any other person or firm that may be in or about the Premises at the time of such reentry.

Nothing contained in this Lease shall limit Lessor to the remedies set forth in this Article and upon Lessee's default Lessor shall be entitled to exercise any right or remedy provided by law, or in equity, including, but without limitation, the right to obtain injunctive relief and the right to recover all damages caused by Lessee's default in the performance of any of its obligations under this Lease.

Neither this Lease nor any interest herein nor any estate created hereby shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Lessor.

In addition, Lessor needs to file eviction to retake possession set if Lessee at any time fails to perform any of its obligations under forth in this Lease, this Lease in a manner reasonably satisfactory to Lessor, Lessor shall have the right, but not the obligation, upon giving Lessee at least five (5) days prior to written notice of its election to do so (but in the event of any emergency, no prior notice shall be required), to perform such obligations on behalf

of and for the account of Lessee and to take all such action to perform such obligations. In such event, Lessor's costs and expenses incurred therein shall be paid for by Lessee forthwith upon demand therefore, with interest thereon from the date Lessor performs such work at the maximum legal rate permitted by law. The performance by Lessor of any such obligation shall not constitute a waiver thereof or a release of Lessee there from.

Lessee acknowledges that late payments by Lessee to Lessor of rent and other amounts due under this Lease will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and late charges that may be imposed on Lessor by the terms of any encumbrance and notes secured by any encumbrance covering the Premises. Therefore, if any installment of rent or other amount due from Lessee is not received by Lessor when due, Lessee shall pay to Lessor an additional sum of ten percent (10%) of the overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. Past due monies shall bear interest at 12% per annum. Monies received shall first apply to late charges, then interest, then other charges, then rent as provided herein.

ARTICLE XVI DEFAULT BY LESSOR:

Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional times as is reasonably required to correct any such defaults) after written notice by Lessee has been received by Lessor, Lessee shall not have the right to exercise any remedy provided for herein or at law unless and until Lessee shall have delivered a written notice to any lender holding a trust deed against the Premises or the Shopping center or portion thereof specifying wherein Lessor has failed to correct or remedy such default, which such notice may not be delivered until after the expiration of the period set forth herein for Lessor remedy such default and shall grant to the lender an additional equal period within which to cure such default. In the event Lessee receives any money judgment resulting from any default or other claim arising under this Lease, such judgment shall be satisfied only out of the profits, but not gross rent or other income, actually received by Lessor from the operation of Shopping Center (herein called "Lessor's Profits"). In no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in Lessor's Profits as hereinabove expressly provided, and Lessee hereby waives, to the extent permissible under law, any right to satisfy any money judgment against property of Lessor other than Lessor's Profits. If Lessor's Profits are insufficient for the payment of any such judgment, Lessee will not institute any further action, suit, claim or demand, in law or equity against Lessor for or on account of such deficiency. This Agreement is executed by any partner(s) or principal(s) of Lessor solely as such partner(s) or principle(s) of the same and not in their own individual capacities. No advisor, trustee, director, officer, partner, employee, beneficiary, shareholder, participant or agent of Lessor whatsoever (collectively, the "Parties") shall be personally liable in any manner or to any extent under or in connection with this lease, and Lessee and its successors and assigns, and, without limitation, all other persons, partnerships, corporations and entities shall look solely to Lessor's interest in Lessor's Profits as hereinabove expressly provided for the payment of any claim or for any performance, and shall not seek any damages against any of the Parties. The limitation of liability provided in this Article XVI is in addition to, and not in limitation of, any limitation of liability applicable to Lessor or such advisors, trustee, directors, officers, partners, employees, beneficiaries, shareholders, participants or agents of Lessor provided by law or by any other contract, lease, agreement or instrument. No default by Lessor under this Lease shall give Lessee the right to terminate this Lease.

ARTICLE XVII EMINENT DOMAIN:

If there is any taking of, or damage to, all or any part of the Premises or any interest therein because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, or any transfer of any part of the Premises or any interest therein made in avoidance of the exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as a "Taking") prior to or during the term of this Lease, the rights and obligations of Lessor and Lessee with respect to such taking shall be as follows:

(a) If there is a Taking of all of the Premises, this Lease shall terminate as of the date of such Taking.

(b) If twenty-five percent (25%) or more of the floor area of the Premises shall be Taken, or twenty-five percent (25%) of the land area of the Shopping Center shall be Taken (regardless of whether or not any part of the Premises is Taken), then in that event, Lessor shall be entitled to elect either to terminate this Lease or to rebuild the remainder of the Premises or the Shopping Center. Lessor shall give written notice to Lessee of its election no later than ninety (90) days after the date Lessor receives notice that possession or title to the portion of the Premises or Shopping Center subject to such Taking has vested in the condemner.

If this Lease is terminated in accordance with the provisions of this Article XVII, such termination shall become effective as of the date physical possession of the particular portion is taken or immediate possession is ordered. The parties shall be released from all further liability hereunder after such date. If this Lease is not terminated as provided in this Article XVII, or if less than twenty-five percent (25%) of the floor area of the Premises shall be Taken, the annual Fixed Minimum Rent set forth in Section 4.02 for the remainder of the Term of this Lease shall be reduced by the proportion which the number of square feet of floor area of the Premises taken bears to the total ground floor area of the Premises immediately before the Taking and Lessee's pro rata share shall be recalculated as of the date physical possession of the particular portion is taken.

The entire award or compensation in such proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor all Lessee's interest in any award. However, Lessee shall have the right to recover from the condemning authority, but not from Lessor's award such compensation as may be separately awarded or recoverable by Lessee's own right on account of any and all cost or loss which Lessee might incur in removing Lessee's merchandise, furniture and fixtures, and for relocation costs and such other relief as Lessee may be entitled to under then current law.

ARTICLE XVIII RULES AND REGULATIONS:

Section 18.01

Lessee shall faithfully observe and comply with the rules and regulations that Lessor shall from time to time promulgate and/or modify for operation of the Shopping Center. The rules and regulations shall be binding upon the Lessee upon delivery of a copy of them to Lessee, provided that such rule or regulation does not substantially modify the bargain of this agreement. Lessor shall not be responsible to Lessee for the nonperformance of any said rules and regulations by any other lessees or occupants.

ARTICLE XIX RIGHT OF ENTRY:

Section 19.01 Entry by Lessor

Upon at least 24 hours actual notice and provided at least one employee is present, Lessor reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of no responsibility, to repair the Premises and any portion of the building of which the Premises are a part that Lessor may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed., always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

ARTICLE XX CONSTRUCTION:

Section 20.01 Construction of Premises

Lessee shall complete, at its own expense, the Lessee's Work so designated on Exhibit C, if any is attached hereto and made a part hereof. All other work of any character, whether performed by Lessor or Lessee, shall be at Lessee's sole expense. All work to be performed by either party shall be done in accordance with plans and specifications to be approved by Lessor and in accordance with all applicable building codes and regulations

governing said construction and in accordance with Exhibit C and all such improvements confirm whether City of Ashland wants to retain any improvements, shall at once become the property of Lessor at option of Lessor.

If applicable, upon execution of this Lease, Lessee will have prepared by a licensed architect at its expense, plans and specifications for the Lessee's Work designated on Exhibit C and shall deliver a full set of plans to Lessor within thirty (30) days following notice from Lessor that said plans are required ,Lessor shall have the right to approve, disapprove or require modification of said plans and specifications which changes shall be made by Lessee and revised plans submitted promptly to Lessor for approval. The foregoing procedure shall be followed until an approved set of plans and specifications have been prepared. Within thirty (30) days after completion of said construction of the Premises, Lessee shall deliver to Lessor a set of "as build" drawings.

Lessor shall perform for Lessee such work as Lessor elects to perform and Lessee shall perform the remainder thereof. In any event, such work shall be done at Lessee's sole expense.

Any changes in the work described in Exhibit C or the plans and specifications requested by Lessee or required by any governmental authority shall be at Lessee's sole expense. Lessee shall pay Lessor any costs which Lessee is required to pay pursuant to this Paragraph within five (5) days following Lessor's periodic billings therefore.

ARTICLE XXI SECURITY DEPOSIT:

Section 21.01 Security Deposit: No deposit is required.

ARTICLE XXII MISCELLANEOUS:

Section 22.01 Estoppel Certificates and Financial Information

(a) Lessee shall at any time and from time to time, upon five (5) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, as in full force and effect) and the dates to which the Fixed Minimum Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults under this Lease or circumstances or facts that with notice of the passage of time or both would constitute a default (if any are claimed, specifying such defaults). Any such statements may be conclusively relied upon by any prospective buyer or lien holder of the Premises or of all or a portion of the Shopping Center of which the Premises are a part.

(b) Lessee shall also at any time and from time to time, upon five (5) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor current financial statements and information in writing for review by any prospective buyer or lien holder of the Premises or all or any portion of the Shopping Center of which the Premises are a part.

Section 22.02 Effect of Sale of Transfer

If Lessor sells or transfers all or any portion of the building or other improvements and land of which the Premises are a part, then Lessor, on consummation of the sale or transfer, shall be released from any liability that accrues under this Lease after that date. If any security deposit or prepaid rent has been paid by Lessee, Lessor may transfer the security deposit or prepaid rent to Lessor's successor, in which event Lessor shall be discharged from any further liability for the security deposit or prepaid rent.

Section 22.03 Floor Area

"Floor Area" as used in this lease means, with respect to the Premises, and with respect to each store area separately leased in the Shopping Center, the approximate number of square feet of floor space set forth in the Fundamental Lease Provisions, respectively, of this Lease and other store area leases. Floor Areas are approximate and may or may not include mezzanines and outside selling areas. No deduction or exclusions from Floor Area shall be made by reason of architectural or functional indentations, columns, stairs, elevators, escalators, truck loading areas, or other interior construction or equipment located in the Premises or in the buildings in the Shopping Center. The Lessee shall not be entitled to any reduction in rent or other adjustment if the actual square footage is less than the Floor Area represented on the Fundamental Lease Provisions.

Section 22.04 Signs and Outdoor Improvements

(a) Lessee shall affix and maintain upon the exterior walls of the Premises or the building of which the Premises are a part, signs identifying Lessee's business which signs shall comply with the general sign criteria established by Lessor from time to time for the Shopping Center, or as approved for a specific Lessee by Lessor. In addition to the foregoing, Lessee may affix and maintain upon the glass panes and supports of the show windows signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the prior written approval of Lessor as to size, type, color, location, copy, nature, and display qualities. All such material must comply with any general sign criteria established by Lessor from time to time for the Shopping Center, or as approved for a specific Lessee by Lessor.

(b) Lessee shall not install any awnings, canopies or trellises at the Premises without the prior written consent of the Lessor, and no sign showcase, vending machines, bicycle rack, rocking horse or other similar mechanical device, merchandise, shopping cart rack, obstruction, or any advertising device of any kind shall be placed, stored or allowed by Lessee to remain in or on the parking or common areas of the Shopping Center without the prior written consent of the Lessor.

Section 22.05 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect.

Section 22.06 Time of the Essence

Time is of the essence with respect to the performance of every provision of this Lease.

Section 22.07 Captions

The article and paragraph captions contained in this Lease are for convenience only and shall not limit, amplify or otherwise constitute a part of this Lease or be considered in the construction or interpretation of any provision hereof.

Section 22.08 Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by electronic mail, mailed by certified mail or delivered by an overnight delivery service (with confirmation) to the parties at the address or e-mail address set forth in the Fundamental Lease Provisions (or at such other address or e-mail address as a party may hereafter designate by like notice to the other parties): Any notice or other communication will be deemed to be given (1) on the date of the personal delivery or transmission by electronic mail, except that transmission by electronic mail after 4:00 p.m. recipients local time will be deemed to be given the following business day, (2) at the expiration of the 3rd day after the date of deposit in the United States mail, or (3) on the date of the confirmed delivery by overnight delivery service.

Section 22.09 Quitclaim Deed

At the expiration or earlier termination of this Lease, Lessee shall, upon the request of Lessor, execute, acknowledge and deliver to Lessor, within five (5) days after such request, any Quitclaim Deed or other documents to remove the cloud of this Lease from the Premises.

Section 22.10 Joint and Several Obligations

If more than one person executes this Lease as Lessee, their obligation hereunder are joint and several, and any act or notice of or to, or refund to, or the signature of, any one or more of them in relation to renewal or termination of this Lease, or under or with respect to any of the terms hereof, shall be fully binding upon each and all persons executing this Lease as Lessee.

Section 22.11 Brokers

Except as otherwise noted in the applicable Fundamental Lease Provisions, Lessee warrants that it has no dealings with any real estate broker or agent in connection with the negotiation of this Lease and agrees to indemnify and hold Lessor harmless from and against any claims for commissions, fees, or expenses asserted by others on the basis that they were acting as Lessee's broker or agent.

Section 22.12 Waiver.

The waiver by Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding default by Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding default at the time of acceptance of such rent.

Section 22.13 Recording.

Lessee shall not record this Lease, any memorandum of this Lease, or any other document that refers directly or indirectly to this Lease. Lessee shall, upon request of Lessor, execute, acknowledge, and deliver to Lessor a "short form" memorandum of this Lease for recording purposes.

Section 22.14 Merchant's Association.

Not applicable

Section 22.15 Holding Over.

If Lessee or any party claiming under Lessee remains in possession of the Premises, or any part thereof, after any termination of this Lease, no tenancy or interest in the Premises shall result therefore, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Lessee shall pay upon demand to Lessor during any period which Lessee shall hold the Premises after the Term has expired, as damages, Rent at the rate of one hundred fifty percent (150%) of all Fixed Minimum Rent, Percentage Rent, Additional Rent and other sums to be paid by Lessee pursuant to this Lease, applicable to the period immediately preceding the expiration of earlier termination of the term of this Lease.

Section 22.16 Surrender of Premises.

(a) On expiration or termination of the Lease, Lessee shall surrender to Lessor the Premises and all of Lessee's improvements and alterations in good condition and state of repair (except for ordinary wear and tear occurring after all maintenance and repair required of Lessee and except for destruction to the Premises covered by Article XII and resulting in termination of the Lease), excluding alterations that Lessee has the obligation to remove under Section 9.01. On expiration or termination of the Lease, Lessee shall have removed all personal property and shall have performed all restoration made necessary by the removal of any alterations or such personal property.

(b) Lessor can elect to retain and deem abandoned or dispose of, in any manner, any alterations or Lessee's personal property that Lessee does not remove from the Premises on expiration or termination of the Lease provided Lessor gives such notice as may be required by law. Title to any such alterations or Lessee's personal property that Lessor elects to retain or dispose of shall vest in Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from lessor's retention or disposition of any such alterations or Lessee's personal property. Lessee shall be liable to Lessor for Lessor's costs for removing, storing and disposing of any alterations or Lessee's personal property.

(c) If Lessee fails to surrender the Premises to Lessor as required by this Section 22.16, Lessee shall hold Lessor harmless from any damages resulting from Lessee's failure, including, without limitation, claims made by a succeeding occupant resulting from Lessee's failure to surrender the Premises.

Section 22.17 Advertising.

Not applicable

Section 22.18 Relationship of the Parties.

Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating, any relationship or partnership, association, joint venture, or otherwise. The sole relationship of the parties hereto shall be that of Lessor and Lessee.

Section 22.19 Cumulative Remedies.

No remedy or election given by any provision of this Lease shall be deemed exclusive unless so indicated, but it shall, whenever possible, by cumulative with all other remedies in law or equity and as otherwise herein specifically provided.

Section 22.20 Covenants and Conditions.

Each term and each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

Section 22.21 Binding Effect.

Subject to any provisions hereof restricting assignment by Lessee, this Lease binds, applies and inures to the benefit of, as the case may require, the respective successors and assigns of Lessor and Lessee.

Section 22.22 Lessee and Person Defined: Use of Pronouns

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more. The word "person" as used in this lease includes any individual, partnership, corporation, association, trust or group of two or more of any of them or any combination. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessee and to either corporations, associates, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 22.23 Venue; Construction.

This Lease shall be governed by and construed pursuant to the laws of the State of Oregon. Any action or proceeding seeking to enforce any provision of this agreement or biased on any right arising out of this Agreement must be brought against any of the parties in Jackson County Circuit Court of the State of Oregon and each of the parties consent to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection too such venue. The provisions of this Lease shall be conclusively deemed written jointly by Lessor and Lessee and this Lease shall not be construed by either party.

Section 22.24 Execution of Lease by Lessor.

The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Lessor and Lessee. All negotiations, considerations, representations and understandings between Lessor and Lessee are incorporated herein and may be modified or altered only by agreement in writing between Lessor and Lessee's agent, or their successors, and Lessee, and no act or omission of any employee or other agent of Lessor or of Lessor's broker shall alter, change or modify any of the provisions hereof.

Section 22.25 Subordination

(a) This Lease, at lessor's option shall be subordinate to any mortgage, deed of trust or any other hypothecation for security now or later placed upon the real property of which the building and Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. However, if any mortgagee or trustee shall elect to have this Lease prior to such mortgage or deed of trust, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or the date of the recording thereof.

(b) The subordination of this Lease to any such mortgage or deed of trust placed on such real property after the execution of this Lease shall be subject to the following:

(1) In the event the sale of the real property of which the building and Premises are a part (pursuant to foreclosure or the exercise of a power of sale under any such mortgage, deed of trust or other security instrument) Lessee shall attorn to the purchaser and recognize such person as the Lessor under this Lease.

(2) Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default at the time of any termination described in subparagraph (i) above and so long as Lessee shall thereafter pay the rent and observe and perform all of the provisions of this Lease is otherwise terminated pursuant to its terms.

(c) Lessee agrees to execute any documents in addition to this Lease which may be required to effectuate such subordination or to make this Lease Prior to the lien of any mortgage or deed of trust, as the case may be, and failing to do so within 10 days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead, to do so.

Section 22.26 Attorney's Fees and Collection Agencies

In case suit shall be brought for any breach of this Lease, including, without limitation, unlawful detainer of the Premises, or for the recovery of any rent or other amounts due under the provisions of this Lease, or because of the breach of any covenant herein contained on the part of Lessee to be kept or performed, the prevailing party shall be entitled to reasonable attorneys' fees, both in the trial court and on appeal, which shall be fixed by the court, or in any compromise or settlement, such attorneys' fee shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. If Lessor shall employ the services of a Collection Agency by reason of any default or failure of timely performance by Lessee and suit is not brought thereof, Lessee shall pay to Lessor all Collection Agency fees so incurred by Lessor in addition to regular debt owed.

Section 22.27 Plats and Riders.

Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

Section 22.28 Representation of Signers.

Each person signing this Lease on behalf of Lessee represents and warrants that he has the requisite authority to do so. Upon demand, Lessee shall furnish Lessor with the documentation of Lessee's due formation (if Lessee is a partnership or corporation) and such authority.

Section 22.29 Force Majeure.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

Section 22.30 Waiver of Redemption.

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the Premises by reason of the violation by Lessee otherwise. The rights given to Lessor herein are in addition to any rights that may be given to Lessor by any statute or otherwise.

Section 22.31 Representations and Agreements of Lease.

Lessor reserves the absolute right to affect such other tenancies in the Shopping Center as Lessor, in the exercise of its business judgment, shall determine to best promote the interests of the Shopping Center. Lessee does not rely on the fact, nor does Lessor represent that, any specific Lessee or number of Lessees shall during the term of this Lease occupy any space in the Shopping Center. This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are representations and agreements contained in this Lease.

Section 22.32 Other Shopping Center Uses.

It is understood that other portions of the Shopping Center may be used for the conduct of business identical to or similar to the business to be conducted by Lessee in the Premises. The enumeration in the Lease of uses or businesses permitted to be conducted in the Premises shall not be construed to give Lessee exclusive right to conduct such business within the Shopping Center except as provided in this agreement and shall not be construed to limit or restrict Lessor's' right to other tenants within the Shopping Center to operate businesses identical to or similar to the business or Lessee except as limited by this paragraph. The enumeration in this Lease of uses or businesses permitted to be carried on by Lessee in the Premises shall not be construed as a covenant, express or

implied, that the Premises are usable for such purposes.

Section 22.33 Lessee's Consent to Certain Proceedings.

Lessee understands that Lessor may subdivide the Shopping Center or obtain governmental approval to record a parcel map lot line adjustment, parcel map waiver, Certificate of Compliance or otherwise attempt to make possible the division of or further division of the Shopping Center into several separate and distinct parcels for any purpose whatsoever including, without limitation, sale, lease or financing. Lessee further understands that Lessor may attempt to create condominiums or stock cooperatives out of any present or future building located in the Shopping Center. Lessee agrees that, if in connection with any of the above procedures, Lessee shall deliver such written consent in the form requested by Lessor or such institution or agency within five (5) days of such request. Furthermore, Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact for providing such consent.

Section 22.34 Lease Subject to Agreements.

It is specifically understood and agreed that this Lease is subject to conditions, covenants, restrictions, grants of easement and/or restrictions and easement agreements and any master leases if Lessor is the Lessee under such master leases and not the fee owner.

Section 22.35 Lessor's Right to Remodel Shopping Center.

Lessor shall have the right, but not the obligation, at any time, throughout the term of this Lease, to remodel all or any part of the Shopping Center. As part of any remodeling, or as to the entire extent of the remodeling, Lessor may adopt new exterior sign criteria and may remodel the front facade of the building of which the Premises are a part. In that event, and in the event as part of said remodeling, Lessee's exterior sign for the Premises may be required to be removed. Lessor may, after notice to Lessee, at its cost and expense, remove the existing exterior sign and replace it with a temporary banner sign identifying Lessee's operation of its business from the Premises. Removal of existing signs and erection of new sign banners shall be accomplished at the same time so that the Premises will at all times have exterior signs identifying Lessee's business. If new exterior sign criteria are adopted by Lessor, Lessee shall, at its expense, erect the new sign(s) within three (3) years of receipt of Lessor's notice of new sign criteria and the parties shall immediately execute an amendment to this Lease replacing the pertinent portion of the prior sign criteria. Remodeling for purposes of this paragraph means any addition to, change to, modification or refurbishing of the improvements in the Shopping Center, including the building of which the Premises are a part, made during the term of this Lease. Lessor represents to Lessee that any remodeling of the Shopping center or the building of which the Premises are a part shall be performed by Lessor or caused to be performed by Lessor in such a manner as to prevent material adverse impact on Lessee or the operation of its business from the Premises. Lessee hereby waives any claim for damages for any injury or inconvenience to or temporary interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

Section 22.36 Hazardous Waste.

(a) Lessee shall not cause or permit any Hazardous Material (as defined in Section 22.36(d) below) to be brought, kept or used in or about the Shopping Center by Lessee, its agents, employees, contractors or invitees. Lessee indemnifies Lessor from and against any breach by Lessee of the obligations stated in the preceding sentence, and agrees to defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Shopping Center, damages for the loss of restriction or use of rentable or usable space of any amenity of the Shopping Center, damages arising from any adverse impact or marketing of space in the Shopping Center, and sums paid in settlement of claims, attorney's fees at trial and on appeal, consultant fees, and expert (fees) which arise during or after the term of this Lease as a result of such breach. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of side conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Shopping Center. Without limiting the foregoing, if the presence of any Hazardous Material on the Shopping Center caused or permitted by Lessee results in any contamination of the Shopping Center, Lessee shall promptly take all actions at its sole expense as are necessary to return the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to actions and the contractors to be used by Lessee shall first be obtained, which approval shall not be unreasonably

withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Shopping Center and so long as such actions do not materially interfere with the use and enjoyment of the Shopping Center by the other tenants thereof.

(b) Lessor and Lessee acknowledge that Lessor may become legally liable for the costs of complying with Laws (as defined in Section 22.36(e) below) relating to Hazardous Material which are not the responsibility of Lessor or the responsibility of Lessee (including the following: (i) Hazardous Material present in the soil or ground water on the Shopping Center of which Lessor has no knowledge as of the effective date of this Lease; (ii) a change in Laws which relate to Hazardous Material which made that Hazardous Material which is present on the Property as of the effective date of this Lease, whether known or unknown to Lessor, a violation of such new Laws; (iii) Hazardous Material that migrates, flows, percolates, diffuses, or in any way moves on, to or under the Shopping Center after the effective date of this Lease; or Hazardous Material present on or under the Shopping Center as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Shopping Center by other lessees of the Shopping Center or their agents, employees, contractors, or invitees, or by others. Accordingly, Lessor and Lessee agree that the cost of complying with Laws relating to Hazardous Material on the Shopping Center for which Lessor is legally liable and which are paid or incurred by Lessor shall be a Repair and Maintenance Cost (and Lessee shall pay Lessee's Proportionate Share thereof in accordance with Article (VIII) unless the cost of such compliance, as between Lessor and Lessee, is made the responsibility of Lessee pursuant to Section 22.36(a) above. To the extent of any such Repair and Maintenance Cost relating to Hazardous Material is subsequently recovered or reimbursed through insurance, or recovery from responsible third parties, or other action, Lessee shall be entitled to a proportionate reimbursement through insurance, or recovery from responsible third parties, or other action, lessee shall be entitled to a proportionate reimbursement to the extent it has paid its share of such Operating Cost to which such recovery or reimbursement relates.

(c) It shall not be unreasonable for Lessor to withhold its consent to any proposed Conveyance as defined in Article XI if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material; (ii) the proposed transferee has been required by any prior lessor, lender, or governmental authority to take remedial action in connection with Hazardous Material containing a property if the contamination resulted from such Transferee's actions or use of the property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material.

(d) As used herein, the term "Laws" mean any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Material affecting the Shopping Center, including, without limitation, 42 USC Section 9601-9657, Oregon Revised Statutes, Chapter 466, or by any other rule or regulation governing the property.

Section 22.37 Waiver of Jury Trial.

BOTH PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS LEASE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS LEASE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER OF THEM. NEITHER PARTY SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER PARTY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH PARTIES.

XXIII PROHIBITED OPERATIONS

No use or operation will be made, conducted or permitted on or with respect to all or any part of the Premises for the

following uses:

(1) Adult book or adult video store;
(2) Automotive Maintenance or Repair Facility;
(3) Abortion Clinic or Other Facility where Abortions are Performed
(4) Drug Rehabilitation Center

THE LESSEE ACKNOWLEDGES AND AGREES THAT IT IS INTENDED THAT THIS IS A NET, NET, NET LEASE THAT IS COMPLETELY CAREFREE TO THE LESSOR, EXCEPT AS EXPRESSLY SET OUT IN THIS LEASE; THAT THE LESSOR IS NOT RESPONSIBLE DURING THE TERM FOR ANY COSTS, CHARGES, EXPENSES, AND OUTLAYS OF ANY NATURE WHATSOEVER ARISING FROM OR RELATING TO THE PREMISES, OR THE USE AND OCCUPANCY THEREOF, THE CONTENTS THEREOF, OR THE BUSINESS CARRIED ON THEREIN, AND THE LESSEE SHALL PAY ALL CHARGES, EXPENSES, COSTS AND OUTLAYS OF EVERY NATURE AND KIND RELATING TO THE PREMISES EXCEPT AS EXPRESSLY SET OUT IN THIS LEASE.

IT IS UNDERSTOOD THAT THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO AFFECTING THIS LEASE AND THIS LEASE SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, BROCHURES, AGREEMENTS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO AND THEIR AGENTS AND REPRESENTATIVES OR DISPLAYED BY LESSOR TO LESSEE WITH RESPECT TO THE SUBJECT MATTER THEREOF, AND NONE SHALL BE USED TO INTERPRET OR CONSTRUE THIS LEASE. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO THAT THERE SHALL BE NO MODIFICATION OR AMENDMENT OF THIS LEASE, EXCEPT AS MAY BE EXECUTED IN WRITING BETWEEN THE PARTIES HERETO.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

LESSOR: **Becker Properties, LLC**

LESSEE: **City of Ashland Oregon**
Police Department
Sabrina Cotta, City Manager

By: _____
Tom Becker Date

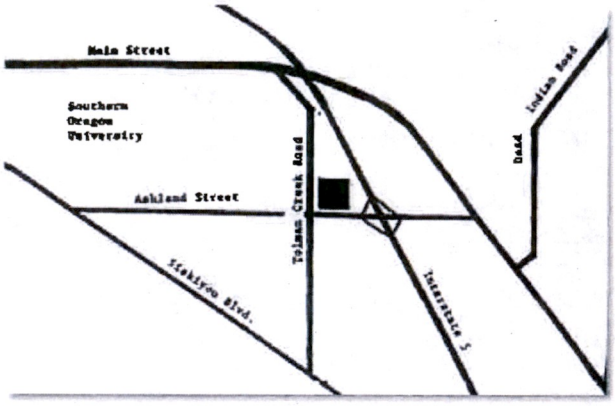
By: _____
Sabrina Cotta, City Manager Date
For City of Ashland Oregon, Police Department

IF LESSEE IS A CORPORATION, THE AUTHORIZED OFFICERS MUST SIGN ON BEHALF OF THE CORPORATION AND INDICATE THE CAPACITY IN WHICH THEY ARE SIGNING. THE LEASE MUST BE EXECUTED BY THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT, THE BYLAWS OR A CERTIFIED COPY OF THE RESOLUTION, AS THE CASE MAY BE, MUST BE ATTACHED TO THIS LEASE. ALSO, THE APPROPRIATE CORPORATE SEAL MUST BE AFFIXED.

Exhibit A

Site Plan

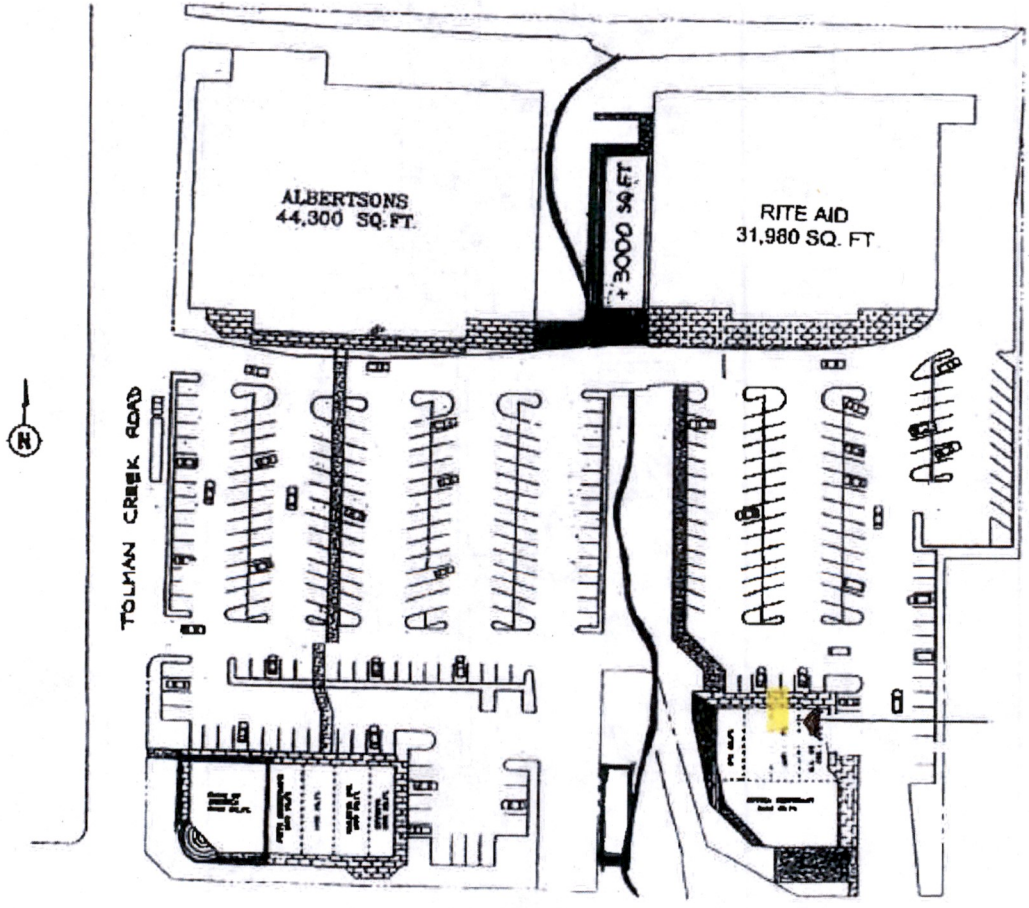
TOLMAN CREEK PLAZA



BECKER PROPERTIES
1175 E. Main Street. Suite 2B
Medford, OR 97504
541-973-2557

PROJECT:

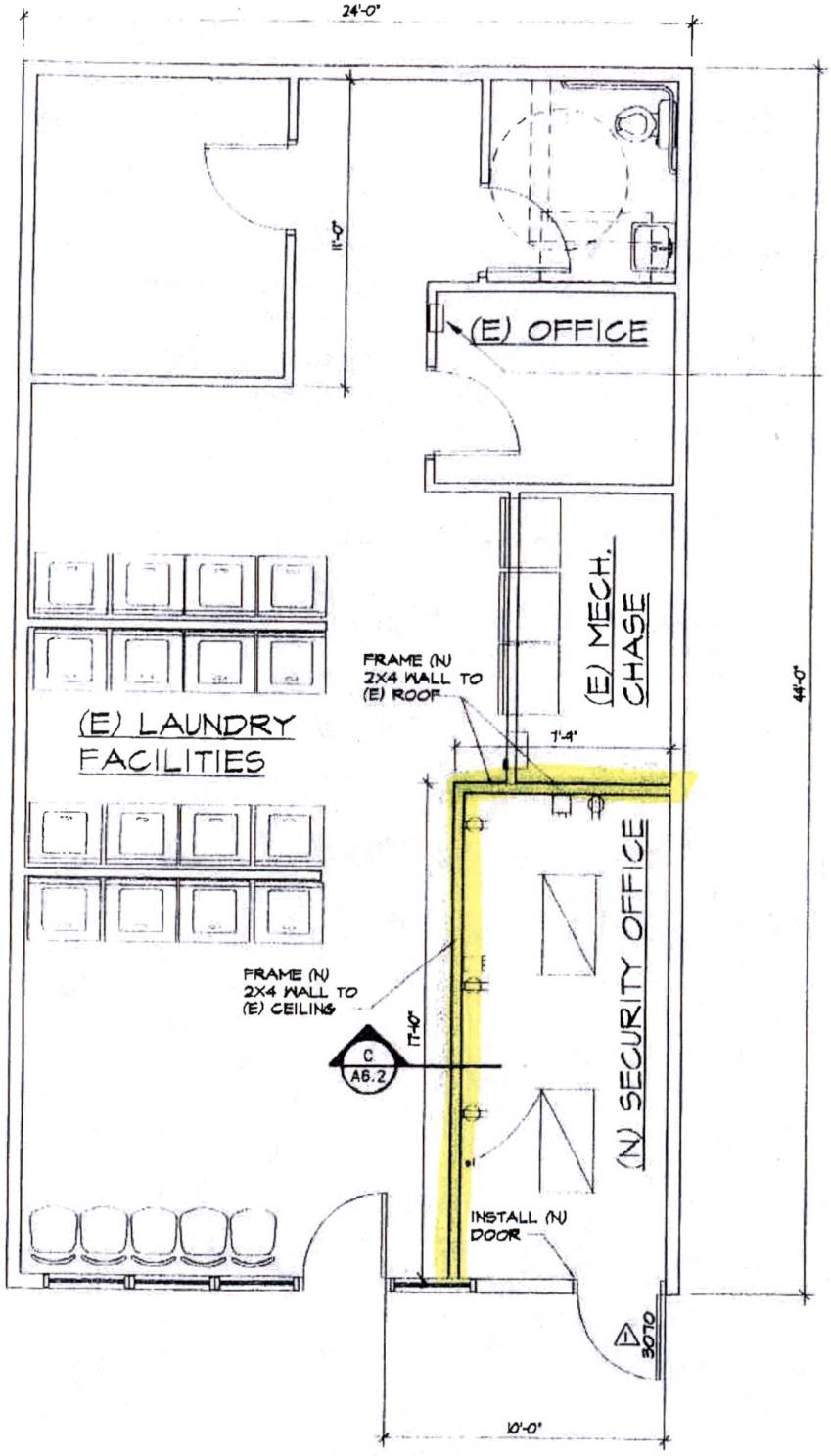
- Located on the NWQ Interstate 5 & Ashland Street
- Anchored by Albertson's Market & Rite Aid Drug Store
- Land Area 8.19 Acres
- Building Area 94,187 Sq. Ft.
- Parking 316 Stalls



HIGHWAY 66

Information contained herein has been obtained from sources deemed reliable, but no warranties are made with respect to the accuracy.
Site plan is subject to change without notice.

EXHIBIT A-1
LEGAL DESCRIPTION
TOLMAN CREEK PLAZA
Approximately 170 square feet
2345 Ashland St. # 103 (shared Space)



NORTH

PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

Parcel 1 of Minor Land Partition Plan No. P-72-1991, filed as No. 12541 in the office of the Country surveyor of Jackson County, Oregon, and in Book 2, Page 72, of the "Record of Partitions Plats" in Jackson County, Oregon.

Parcel 2:

Parcel 2 of Minor Land Partition Plan No. P-72-1991, filed as No. 12541 in the office of the Country surveyor of Jackson County, Oregon, and in Book 2, Page 72, of the "Record of Partitions Plats" in Jackson County, Oregon.

Parcel 3:

Parcel 3 of Minor Land Partition Plan No. P-72-1991, filed as No. 12541 in the office of the Country surveyor of Jackson County, Oregon, and in Book 2, Page 72, of the "Record of Partitions Plats" in Jackson County, Oregon.

Parcel 4:

Parcel 4 of Minor Land Partition Plan No. P-72-1991, filed as No. 12541 in the office of the Country surveyor of Jackson County, Oregon, and in Book 2, Page 72, of the "Record of Partitions Plats" in Jackson County, Oregon.

EXHIBIT C

LESSEE'S WORK

- 2345 Ashland St # 103 (Shared Space) to be built out for Police Substation.
- Lessee has requested Lessor to Coordinate Management of Construction Project. Lessor to Manage all improvements to the premises as outlined in **Article XX Construction** under section 20.01 to be performed by Verity Construction.
- Lessee to reimburse Lessor for all expenses incurred upon completion of remodel with Certificate of Occupancy. Construction Remodel includes: Ashland Building Department permits, interior walls, flooring, front door, electrical outlets, lighting, HVAC, Contractor Fees for Construction and Management Services to Lessor and all additional vendor services used to complete the remodel for the construction of Police Substation Lessee agreed to.
- See Attached Proposal provided by Verity Construction C-1

EXHIBIT C-1

Verity Construction, LLC
PO Box 1507
Medford, OR 97501
(541) 326-7242
http://www.verityconstructionllc.com

Estimate Proposal

Suds Ur Duds TI Estimate

BETWEEN THE OWNER:	AND THE CONTRACTOR:	FOR THE PROJECT:
Amy Smith 1175 E Main Medford, OR 97504	**Verity Construction, LLC** PO Box 1507 Medford, OR 97501	**Suds Ur Duds TI** 2345 Ashland St. Unit 203 Ashland, OR 97520

Estimate Proposal

Demolition $ 2,017.75

Includes:
- Asbestos testing
- Removal of approx. 20 ft of wall
- Demo carpet in new area
- Disposal

Framing $ 2,156.72

Includes:
- Material and labor for a 2x4 wall 17' long and up to the T-bar
- Framing through the T-bar will be additional

- Frame opening in the exterior wall to accept a new storefront door
- Patch siding after framing is done

Electrical $ 5,174.09

Includes:
Relocating (2) existing trigger lights
(4) New LED troffers
(1) New switch for lights
(2) Cat6 cables
(4) 110V receptacles
Demo

HVAC $ 10,081.54

Includes:
- Install (1) high sidewall head mini split
- Indoor unit location to be verified with Verity Construction prior to installation
- Outdoor unit to be located on roof
- Crane service
- Start up

Insulation $ 288.25

Includes:

- Sound insulation for new 17 ft wall

Drywall $ 2,788.82

Includes:
- Hang, tape, and texture drywall for new 17 ft wall
- Drywall patching for new entry door

Finish Carpentry $ 6,918.00

Includes:
- Supply and install new storefront entry door with one way film

Paint $ 936.81

Includes:
- New walls and existing on the inside of the new room to match
- Touch up paint where needed
- Exterior siding paint touch-up

**Assumes owner has paint to match existing in Suds-Ur-Duds*

Flooring $ 1,178.90

Includes:
- Install new Glue-down LVP flooring based on 170 sq ft.
- Vinyl base installed in new room and on the outside of the new wall

(Flooring allowance is in allowances)

Estimate Subtotal: **$ 31,540.88**

Allowances

LVP material

LVP $ 748.00

The allowance is based on $4.67 per sq ft. at 160 square feet

LVP material **$ 748.00**

Allowances Total: **$ 748.00**

Project Total

Estimate Subtotal: $ 31,540.88

Allowances Total: $ 748.00

Grand Total: **$ 32,288.88**

ARTICLE 1. TIME OF COMPLETION

1. The work to be performed under this contract shall be commenced on an agreed-upon date once the contract is executed. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract: When materials and/or project coordinator arrive on site.

2. FORCE MAJEURE: If the performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil.

ARTICLE 2. PROGRESS PAYMENTS

1. A DOWN PAYMENT will be due upon signing this contract, in the amount of 20% of the contract total.
2. Billings for progress payments on this contract shall be submitted twice a month and payment is to be received within 10 business days of each progress invoice.

3. We reserve the right to review and revise the fee and project schedule should any revisions be made. Change orders will be submitted before the commencement of work and will be billed in full to be paid upon signing.

4. There will be a $250.00 fee to prepare a change order once the contract has been signed.

5. Because of potentially significant revenues from other projects foregone by Verity Construction to take on this project, if this project is canceled by the client, Verity Construction reserves the right to invoice any cost that has incurred as a result of the job, including any profit that would have been made in the interim.

6. Late Payments/Non-Payment for Services Provided: After 30 Days non-payment, a 2.5% finance fee will be added to the total amount due. After 60 Days non-payment, a 2.5% finance fee will be added to the total amount due. After 90 Days non-payment, the account will be placed with a third-party collection agency or otherwise collected through legal channels, and/or the account will be reported to all three major credit bureau reporting agencies and will be added to your credit report.

7. The Contractor reserves the right to stop work and will not be responsible for missed deadlines, increased fees, or other costs or ramifications to the project because of late or non-payment of the balance owed.

ARTICLE 3. EXPLANATION OF PROPERTY OWNER'S RIGHTS

1. Consumers have the right to receive the products and services agreed to in the contract.

2. Consumers have the right to resolve disputes through the means outlined in the contract (refer to Article 5).

3. Consumers have the right to file a complaint with the CCB.

ARTICLE 4. GENERAL PROVISIONS

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

2. Additional work required by the governing authority, including but not limited to, City and County Building Departments shall require an approved change order before work can commence.

3. To the extent required by law, individuals duly licensed shall perform all work and shall be authorized by the law to perform said work.

4. The contractor may at its discretion engage subcontractors to perform work hereunder, provided the contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

5. All change orders shall be in writing and signed by both the general contractor and customer/owner, and shall be incorporated in, and become part of the contract, with the additional funds becoming part of the contract amounts.

6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the contractor or its employees, or subcontractors.

7. Contractor agrees to remove all debris and leave the premises in broom clean condition.

8. Contractor shall not be liable for any delay due to circumstances beyond its control.

9. Contractor warrants all work for a period of twelve months following completion. However, if the materials have been provided by the client, or if the client requests work to be performed against the contractor's or affiliates advice, the materials and/or work will not be covered under warranty.

10. In the event, the owner shall fail to pay any periodic or installment payment due hereunder, The contractor may cease work without breach pending payment or resolution of any dispute.

ARTICLE 5. DISPUTE RESOLUTION

1. If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution technique.

ARTICLE 6. OTHER TERMS

1. This agreement applies only to those items listed in the attached contract bid. Any additions to the construction work will require a change order to be signed by both parties.

2. Due to changes in material costs, pricing on bids is subject to change after 30 days.

ARTICLE 7. ADVERTISING CONSENT

1. Verity Construction has the right to photograph and or video your project for advertising purposes. These photographs and or videos will be posted on but not limited to Facebook, Instagram, Verity Construction's website, and other media platforms. We will not share or disclose any personal information, including site address or street name, client's name, or specific pictures that may disclose the client's home location, or any other content that may have a negative impact on the client. The client does have the right to review content before it is posted to a media platform. If this is the desire of the client this needs to be disclosed on the signing of this contract. If not, Verity Construction assumes the right to post content without review consent.

VERITY CONSTRUCTION & DATE

CLIENT & DATE

Council Business Meeting

March 5, 2024

Agenda Item	Approval of a Sewer Service Connection Use Outside of City Limits, 618 Lakota Way	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

The Council is being asked to approve a sewer service connection for the property located at 618 Lakota Way. The property is outside city limits the Urban Growth Boundary (UGB) but within 300' of an existing sanitary sewer main. The owners are currently working through the Jackson County Development services process to build a single family residence onsite.

There is no septic system on the premise and per OAR 340 Division 71, the Department of Environmental Quality will not issue a permit for a repair or **new system** if the property is within 300 feet of a sewer mainline and service can be provide by the local municipality. The owners of the property are formally requesting approval of a new service connection.

Ashland Municipal Code (AMC) Section 14.08.031 lists the conditions and requirements for sewer service connections of properties located outside the City limits and the UGB. The current request for connection currently meets or will meet all conditions of the code for connection to the City sewer system.

POLICIES, PLANS & GOALS SUPPORTED

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 ACTION

The Council has previously approved sanitary sewer service connections outside City limits and outside of the UGB.

BACKGROUND AND ADDITIONAL INFORMATION

Public Works staff was contacted by the property owner at 618 Lakota Way who is currently working through the Land Development process with Jackson County for construction of a single family residence, regarding a sanitary sewer connection. The property owner was informed by the Department of Environmental Quality (DEQ), who regulates septic systems that DEQ couldn't not issue a septic permit for the property because of OAR 340-071-0160 (4)(i).

> (4) Permit denial. The agent must deny a permit if any of the following occurs:
>
> (i) For a single family dwelling or other establishment with a maximum projected daily sewage flow not exceeding 899 gallons, the nearest sewerage connection point from the property to be served is within 300 feet.

Public Works informed the property owner of a path forward for connection to the City's sewer main following Ashland Municipal Code (AMC) 14.08.031, which establishes the process for a sewer service connection outside of the City Limits and Urban Growth Boundary. The property owner has or will complete all requirements and upon Council approval will record the required documents and pay the appropriate fees. The conditions which must be satisfied include:

Ashland Municipal Code 14.08.031:

A. Premises located outside the urban growth boundary may be connected to the Ashland sewer system when such connection is determined by the Ashland City Council to be in the best interest of the City of Ashland and to not be detrimental to the City's sewage facilities. Such connection shall be made only upon the following conditions:

   a. The applicant for sewer service pays the sewer connection fee and the systems development charges established by the City Council.

      This condition will be satisfied upon approval.

   b. The connection is for the use and benefit of dwellings and buildings completed and existing on July 1, 1973.

      This condition is superseded by the OAR in place.

   c. An Ashland sewer main or line exists within 100 feet of the premises. No main or lines will be extended to serve properties outside of the Ashland Urban Growth Boundary.

      A sanitary sewer main is located at the termination of Lakota Way and direction adjacent to the proposed tax lot to be served with a new sewer lateral.

d. The applicant shall secure, in writing, statements from Jackson County that the existing sewage system has failed and that the provision of sewer by the City of Ashland does not conflict with the Jackson County Comprehensive Plan support documents, rules or regulations.

Reference OAR 340-071-0160 (4)(i).

e. The property owner shall execute a deed restriction on the property that states that no further buildings or additions to existing buildings shall be connected to the sewer service.

Reference attachment #1, property owner will sign and record the contract after approval by Council.

f. The property owner shall execute a contract with the City of Ashland which provides for payment of all charges connected with the provision of sewer service to the property; compliance with all ordinances of the City related to sewer service and that failure to pay for charges when due shall automatically become a lien upon the property. A memorandum of the contract shall be recorded in the county deed records with the cost of recording to be paid by the property owner.

Reference attachment #1, property owner will sign and record the contract after approval by Council.

FISCAL IMPACTS

The only resource is staff time expended to bring forth the request to the City Council. The property owner will be required to pay the recording fees associated with the contract, pay the appropriate system development charge (SDC) and the monthly sewer bill charges. Per Resolution 2019-11; sewer rates outside City limits shall be two times the sewer charge for inside City limits. The quantity charge for unmetered accounts will be calculated on an overage winter time usage of 700 cubic feet per month.

The SDC fee for residential is calculated on a square foot basis for livable space ($2.3316/square foot). The final SDC fee will be calculated based on the final Jackson County Development approved residential square footage for the property.

STAFF RECOMMENDATION

Staff recommends approval of the sewer service water service connection for 618 Lakota Way as the property owner has or will meet all conditions specified in AMC 14.08.031.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Move to approve a sanitary sewer service connection for 618 Lakota Way and authorize the City Manager to sign the final legal approved service contract.

REFERENCES & ATTACHMENTS

Attachment #1: Sanitary Sewer Service Agreement

SPECIAL CONTRACT FOR SANITARY SEWER SERVICE CONNECTION

This Agreement is made this _____ day of _____, 2024, between the City of Ashland, Oregon ("City), and Richard Vaughan property owner Tax Lot 391E005BD TL-2302 ("Owner").

Recitals:

A. Owner owns real property located outside the City's Urban Growth Boundary ("UGB") described on attached Exhibit "A" (the "Property"), **Parcel 3 of Partition Plat P-94-1992**.

B. Owner desires a sanitary sewer service connection to the City of Ashland public sewer main.

C. AMC Chapter 14, Section 14.08.031, (Ord 2704, 1993) allows the City Council to provide sewer service outside the UGB by special contract, under such terms and conditions as the Council deems appropriate when such connection is in the best interest of the City.

NOW, THEREFORE, it is agreed as follows:

A. SDC Charges. Owner agrees to pay the "residential" sanitary sewer Systems Development Charges ("SDC Charges") established by the City Council in the amount of **(To Be Determined).**

B. Use and Benefit. The extension of the sewer line shall be solely for the use and benefit of the **XXXX square foot residence as permitted by Jackson County.**

C. Future Expansion. This Agreement shall not prevent owner from expanding its facilities on the subject Property uses, in conformance with Jackson County land development and zoning requirements. However, any further extension of the City sewer line, or additional sewer connections, must be approved in writing by the City's Public Works Director at the time the owner makes an application to Jackson County for a project which involves additional sewer connections or extensions.

D. Further Development. City acknowledges that the Property may be further developed, subdivided, or partitioned as allowed under Jackson County land use and zoning regulations, provided that in no event shall a higher density of residential development take place than would be authorized without the presence of the City sewer system's connection, and provided further that the City sewer line on the Property shall not be extended to serve additional properties or development without the written consent of the City's Public Works Director.

E. Payment for Service. The City shall bill owner for providing sewer services in accordance with the City's standard requirements, and owner shall pay all such billings timely. If a bill is not paid by the next billing date, a notice complying with the then-current regulations for utility services shall be given stating that service will be disconnected if the bill is not paid by the date specified.

A. Terms of Service.

DRAFT

a. Owner shall comply with all ordinances of City related to sewer service and use. City shall have the right to terminate service for failure to comply with such ordinances upon ten (10) days notice to Owner.

b. Failure to pay charges when due shall automatically become a lien upon the Property.

c. This Special Contract for a Sanitary Sewer Service Connection shall be recorded in the County Deed Records, with the cost of recording to be paid by Owner.

d. In the event Owner buildings legally connected to the City sewer system are subsequently replaced for any reason, the replacement buildings may continue to be connected to the sewer system of City without further agreement, as long as the use of the sewer system will not be increased as determined by the Director of Public Works.

B. Default.

a. Time is of the essence of this Agreement. There shall be a default under this Agreement if either party fails to perform any act or obligation required of that party by this Agreement.

b. Before declaring a breach of this Agreement, the party claiming a failure has occurred shall give written notice to the other party specifying the nature of the breach with reasonable particularity. No default shall occur if the breach is remedied within ten (10) days after the notice is given.

c. If the breach specified in the notice is of such a nature that a remedy cannot be completely performed within the ten (10)-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten (10)-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

d. If substantially the same breach for which notice was given recurs within six (6) months, the party injured by such breach may declare a default by giving written notice to the other party specifying the nature of the breach.

C. Remedies.

a. In addition to the remedies specified elsewhere in this Agreement, if a default occurs, the party damaged by the default may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.

Dated this _____ day of _____, 2024.

Signature: _____
Richard Vaughan

State of Oregon)
) ss.
County of Jackson)

Personally appeared the above named Richard Vaughan and acknowledged the foregoing instrument to be his voluntary act and deed.

_____
Notary Public for Oregon
My Commission expires:_____

Dated this _____ day of _____, 2024.

Signature: _____
Sabrina Cotta, City Manager

State of Oregon)
) ss.
County of Jackson)

Personally appeared the above named Sabrina Cotta and acknowledged the foregoing instrument to be his voluntary act and deed.

_____
Notary Public for Oregon
My Commission expires: _____

DRAFT

Council Business Meeting

March 5, 2024

Agenda Item	Housing and Human Services Advisory Committee Appointments	
From	Alissa Kolodzinski	City Recorder
Contact	recorder@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of Jonah Liden to Position #7, and Tiana Gilliland as the SOU Liaison with terms ending April 30, 2027.

BACKGROUND AND ADDITIONAL INFORMATION

N/A

FISCAL IMPACTS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the appointment of Jonah Linden to Positions #7 and Tiana Gilliland as the SOU Liaison to the Housing and Human Services Advisory committee for with a term expiring April 30, 2027.

REFERENCES & ATTACHMENTS

Attachment 1: Application – Linden
Attachment 2: Application – Gilliland

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Monday, January 1, 2024 8:48:52 PM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Jonah Liden**
Committee or Commission intersted in: **Housing and Human Services Advisory Committee**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Community & Government Relations Coordinator**
Educational background: **I hold an Honors B.A. with a double major in Politics and Philosophy from George Fox University. My education and experience in politics will help me provide valuable content to the committee, and my background in philosophy has trained me to think critically. If selected, I would contribute my knowledge of political content and processes to the committee.**
Related Experience: **My experience working with state legislators, their staff, the legislative council, state agencies, and local non-profits would provide useful context to the advisory committee when brainstorming suggestions for the city council. Whether it is concerning the future of our watersheds, wildfires, or UGB expansion, I know where to look for examples of how Oregon has dealt with similar problems, what concerns we currently face, what opportunities exist for remedy. I can help us learn from the implementation of past initiatives. I am eager to learn more details about the housing and human services struggles that Ashland faces and how we can work towards creative solutions together. Further education and training are critical to our city's ability to identify and address the problems before us. Housing production has been deprioritized in Oregon for decades, and only now are we feverishly addressing the resulting shortage. We ought to do what we can to make Ashland a more livable community for housing and human services moving forward, and I would like to help with that process.**
Interests: **Creating livable cities has been a passion of mine since I interned for Rep. Blumenauer and learned about urban planning, transportation, and housing development. When Governor Kotek announced a renewed commitment to housing development, we in the legislature were incredibly excited. One of the first things we did in the legislative session was pass HB 2001 and HB 5019 to invest in creating more affordable housing, homeless prevention, and expanding shelter capacity. After moving back home, I would love to dive into our housing issue on the community level.**
Availability: **I am available to attend the regularly scheduled meetings. I prefer evening meetings.**
Additional Information : **I was born and raised in Southern Oregon. I graduated from Phoenix High School in 2017 and am proud to call Ashland my new home. I serve as the Community and Government Relations Coordinator at Rogue Community College. My current role, coupled with my experience working in state government, gives me invaluable exposure to collaborating with state and local nonprofits, businesses, and community partners. I understand many dynamics within our diverse communities, and I am well-equipped to bring these insights to the Housing and Human Services Committee. My experience in listening, navigating, and finding compromise with**

stakeholders would make me useful to the internal and external work of the Housing and Human Services Advisory Committee.
Signature: **Jonah Liden**

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

CITY OF
ASHLAND

APPLICATION FOR APPOINTMENT TO CITY COMMISSION/COMMITTEE

Please type or print answers to the following questions and submit to the City Recorder at City Hall, 20 E Main Street, or email melissa.huhtala@ashland.or.us. If you have any questions, please feel free to contact the City Recorder at 488-5307. **Attach additional sheets if necessary.**

Name Tiana Gilliland

Requesting to serve on: Housing and Human Services Advisory (Commission/Committee)

Mailing Address [redacted]

Physical Address [redacted]

Occupation Student at Southern Oregon University Phone: Home [redacted]

Work [redacted]

Email [redacted]

Fax

Student Jobs:
- Front Desk Scheduler at the Student Health & Wellness Center
- Student Communications Coordinator for the School of Science and Business

1. Education Background

What schools have you attended? Grants Pass High School, Rogue Community College, Southern Oregon University

What degrees do you hold? High School diploma. I will graduate SOU in June of 2025 with Bachelor of Sciences in Healthcare Administration and Business Administration. I will have minors in Health promotion and Ethics including a certificate in the Management of Human Resources.

What additional training or education have you had that would apply to this position? I attended the Southern Oregon Homelessness Summit: Working to Address Housing Insecurity on February 3rd of 2024.

2. Related Experience

What prior work experience have you had that would help you if you were appointed to this position?
I see people's health disparities and situations from being a receptionist at the clinic at my university. I know what challenges exist and want to help create a way to solve these problems.

Do you feel it would be advantageous for you to have further training in this field, such as attending conferences or seminars? Why? I am always interested in attending more conferences or seminars on these topics because I always believe there is more to know and if there is the opportunity I would be interested in going.

3. **Interests**
Why are you applying for this position? I care about my community and want to be a student voice for other people who attend my university and the younger population, in general, to explain what our struggles are and what insight I have from hearing others. I have lived in the dorms and have had the meal plan myself and know the costs that students have to pay which makes it not that accessible because of the cost.

4. **Availability**
Are you available to attend special meetings, in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes I am available to attend the regularly scheduled meetings, for special meetings, it depends on the time and that would revolve around my school and work schedule, I prefer evening meetings.

5. **Additional Information**
How long have you lived in this community? Grants Pass from 2014 to 2021. Ashland 2021-Now

Please use the space below to summarize any additional qualifications you have for this position
I am President of Rotaract (the college version of Rotary International) at my university and I have helped lead a service project to collect items for the homeless for OHRA. I am also President of the International Student Association, Treasurer of the Native American Student Union, and am on the Multicultural Coalition Committee. I have a great understanding of what the diverse needs are of the student population and am there for others to support them in whatever struggles they have. I have additionally previously been the Administrative Assistant for the Associated Students of Southern Oregon University where I took minutes, voted, and made decisions for the student body that reflected what their opinions were.

2/19/2024
Date

Tiana Gilliland
Signature

Council Business Meeting

March 5, 2024

Agenda Item	Ashland World Music Festival	
From	Sabrina Cotta	Interim/ Deputy City Manager
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☒ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

Rogue World Music (WM) is seeking Council support for their pursuit of grant funding with the following organizations:

- Together Outdoors
- Oregon Cultural Trust
- Oregon Arts Commission
- Ford Family Foundation
- Carpenter Foundation

POLICIES, PLANS & GOALS SUPPORTED

Quality of Life that underpins the City's economic vibrancy.

BACKGROUND AND ADDITIONAL INFORMATION

RWM is a cultural arts producer and presenter who firmly centers the power of using music, dance, storytelling & visual art framed by representation, context, participation, & education to build connections between communities. RWM's offerings to residents of the Rogue Valley via the Rogue World Music Festival is a dynamic and valuable component of the City of Ashland's efforts to support the revitalization of Ashland's tourism sector and to support community-building & engaging opportunities.

FINANCIAL CONSIDERATIONS

NA

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

Staff recommends supporting Rogue World Music through letters of support.

REFERENCES & ATTACHMENTS

Letters of support:

- Together Outdoors
- Oregon Cultural Trust
- Oregon Arts Commission
- Ford Family Foundation
- Carpenter Foundation

March 5, 2024

Together Outdoors
1203 K St. NW Suite350
Washington, D.C. 20005

To the Together Outdoors Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

Their dedication to building collaborative relationships with a wide variety of local businesses, community organizations, schools, community leaders, and culture-bearing local, national, & international artists has positively impacted the sense of vitality and identity of Talent. RWM has a history of collaboration on impactful cultural events in Ashland, bringing people together in uplifting community building experiences with a number of Ashland-based organizations.

RWM is a cultural arts producer and presenter who firmly centers the power of using music, dance, storytelling & visual art framed by representation, context, participation, & education as a means to build connections between communities. We believe that their offerings to residents of the Rogue Valley via the Rogue World Music Festival is a dynamic and valuable component of our city's efforts to support the revitalization of Ashland's tourism sector and to support community-building & engaging opportunities.

Because of these efforts, the City of Ashland actively supports the program for which grant funding is requested and values the work that Rogue World Music will enact in our downtown on behalf of Ashland's residents and businesses. RWM is an invaluable resource and asset as we work to meet local community-articulated needs. We are excited to see how this program and event continue to develop, especially with additional funding support from Together Outdoors.

Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

March 5, 2024

Oregon Cultural Trust
775 Summer Street NE Suite 200
Salem, OR 97301

To the Oregon Cultural Trust Cultural Development Grant Proposal Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Because of these efforts, the City of Ashland actively supports the program for which grant funding is requested and values the work that Rogue World Music will enact in our downtown on behalf of Ashland's residents and businesses. RWM is an invaluable resource and asset as we work to meet local community-articulated needs. We are excited to see how this program and event continue to develop, especially with additional funding support from the Oregon Cultural Trust.

Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

March 5, 2024

Oregon Arts Commission
775 Summer Street NE Suite 200
Salem, OR 97301

To the Oregon Arts Commission Arts Build Communities Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

March 5, 2024

Ford Family Foundation
44 Club Rd. #100
Eugene, OR 97301

To the Ford Family Foundation Good Neighbor Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

March 5, 2024

Carpenter Foundation
824 E. Main St. #102
Medford, OR 97504

To the Carpenter Foundation Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Council Business Meeting

x

March 5, 2024

Agenda Item	Second Reading – Revisions for Chapter 2.50 Public Contracting and Purchasing – Addendum – Draft Ordinance 3230	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction x Presentation ☐	

SUMMARY

This serves as the Second Reading of a proposed ordinance to revise Chapter 2.50 Public Contracting and Purchasing in the Ashland Municipal Code (AMC).

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Further, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

As a review, the AMC Procurement Chapter 2.50 has not been substantively updated since 2010. The proposed revisions are intended to align the AMC with Oregon Revised Statutes and Oregon Administrative Rules, such that when the State makes changes to Public Procurement Law, the City of Ashland will automatically update, ensuring that our code is kept up to date.

This is part of a larger effort to not only bring our Code to current times, but also streamline contract and procurement processes city-wide using available technology, best practices and a more integrative approach. City Staff recognize that the function of Contracts & Procurement under Public Procurement Law is a critical function that operationally impacts each department. It can also exist to be strategic and efficient. Ordinance 3230 was developed with that in mind.

The following attachments highlight additional background on the draft ordinance and the process by which it was developed. It was a collaboration with, and was reviewed extensively by our Public Procurement consultant Jodie Fulton, Public Works Director Scott Fleury and our City Attorney's office.

The City Council unanimously moved to forward the First Reading of Draft Ordinance 3230 in the Regular Business Meeting on February 20, 2024 to the Second Reading.

FISCAL IMPACTS

It would take some time to fully quantify the cost-savings across the organization, but it is substantial. From the formal processes of competitive bidding and proposals to the informal processes of small and intermediate procurements. It affects all departments, especially Public Works and Fire. Accounting/Procurement will also be substantially impacted by improved efficiencies, reduction of paper, and an upgraded document storage

Better Together

system. The fiscal impact will not only be in staff time, reduction in materials, but establishing a more streamlined environment will lend itself to increasing cost oversight and strategic value.

SUGGESTED NEXT STEPS

Staff proposes City Council approve the Second Reading of the AMC Chapter 2.50 amendments.

ACTIONS, OPTIONS, & POTENTIAL MOTIONS

I move to approve the Second Reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures.

REFERENCES & ATTACHMENTS

Attachment 1: Council Communication dated February 20, 2024 with Power Point Presentation, which also included Council Communication dated February 6 and August 14, 2023, and the Draft Ordinance 3230 Amending AMC 2.50 Rules for Public Contracting

Attachment 1

Council Business Meeting

February 20, 2024

Agenda Item	First Reading – Revisions for Chapter 2.50 Public Contracting and Purchasing - Addendum	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This serves as addendum to the Staff Report dated February 6, 2024, which was submitted to Council for review of the First Reading of the AMC Procurement Chapter.

This agenda item was pushed to the next council meeting on February 20, 2024.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Further, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

The First Reading of Ordinance 3230 which revises the Ashland Municipal Code Procurement Chapter was largely prepared in the latter half of 2023, and as such had included the State thresholds reported then. Effective January 1, 2024, Oregon Revised Statutes had been updated again. Small Procurements are now $25,000 or less, and Intermediate Procurements are $250,000 or less.

These updates were to be shared in the Feb 6 meeting. Since this item was rescheduled, this addendum provides these updates now in advance of the regular meeting, and also attaches the PowerPoint slide presentation that will be reviewed during the next meeting.

Finally, a slight revision to page 5 of the Draft Ordinance, Section 2.50.060, was made by Legal, changing it from "It shall approve the award..." to "It shall have the authority to approve the award...".

All else in the Draft Ordinance remains the same. It was a collaboration with, and reviewed extensively by our Public Procurement consultant Jodie Fulton, Public Works Director Scott Fleury and our City of City Attorney's office.

FISCAL IMPACTS

Please see Staff Report dated February 6, 2024 on same topic.

SUGGESTED NEXT STEPS

Please see Staff Report dated February 6, 2024 on same topic.

ACTIONS, OPTIONS, & POTENTIAL MOTIONS

Please see Staff Report dated February 6, 2024 on same topic.

REFERENCES & ATTACHMENTS

Attachment 1: Council Communication dated February 6, 2024, which included Council Communication from August 14, 2023 and the Draft Ordinance 3230 Amending AMC 2.50 Rules for Public Contracting
Attachment 2: Power Point Slide Presentation



Contracting & Procurement

February 6, 2024

Contracting & Procurement

Applicable Law:

- State Public Procurement Code
  - Oregon Revised Statutes 279A, 279B, 279C, and the Model Rules, Oregon Administrative Rules Chapter 137, Division 46, 47, 48, 49
- Ashland Municipal Code Chapter 2.50 (AMC)

AMC Procurement Code and City Process:

- Written over 23 years ago, with last major update over 13 years ago
- Not kept up with numerous ORS updates
- Workflow procedures very paper intensive; lacks strategic initiative and integration

Contract & Procurement

Main Components of Contract & Procurement

1. When to go out for Formal Solicitation

- Request for Proposal of Information (RFP/Information), Invitation to Bid
  - Small Procurements => Direct Appointment
  - Intermediate Procurements => Informal Solicitations
  - Everything else (some exceptions) => Formal Solicitations

2. Procurement Authority

- City Council (Local Contract Review Board)
- City Manager – up to Intermediate Procurement threshold
- Department Heads – currently up to $35K

Role & Responsibilities of Local Contract Review Board (City Council)

- By resolution/ord., adopt rules pertaining to purchasing as identified in State law
- Delegate powers & duties to the Public Contracting Officer (City Manager)
- Review and approve contracts beyond Intermediate Procurement thresholds
- Cannot "un-approve" already authorized/appropriated budgeted expenditures

Contract & Procurement

Objectives of Public Procurement Law*

- Compliance with applicable law
- Provide operating departments with goods/services they need
- Reduce risks facing organization
- Promote fairness and provide opportunity for vendors to compete
- Maintain public trust that funds are spent prudently
- Help promote overall goals of organization

* Source: Govt Finance Officers Assoc (GFOA) & Institute for Public Procurement (NIGP)

Contract & Procurement

Essentially...

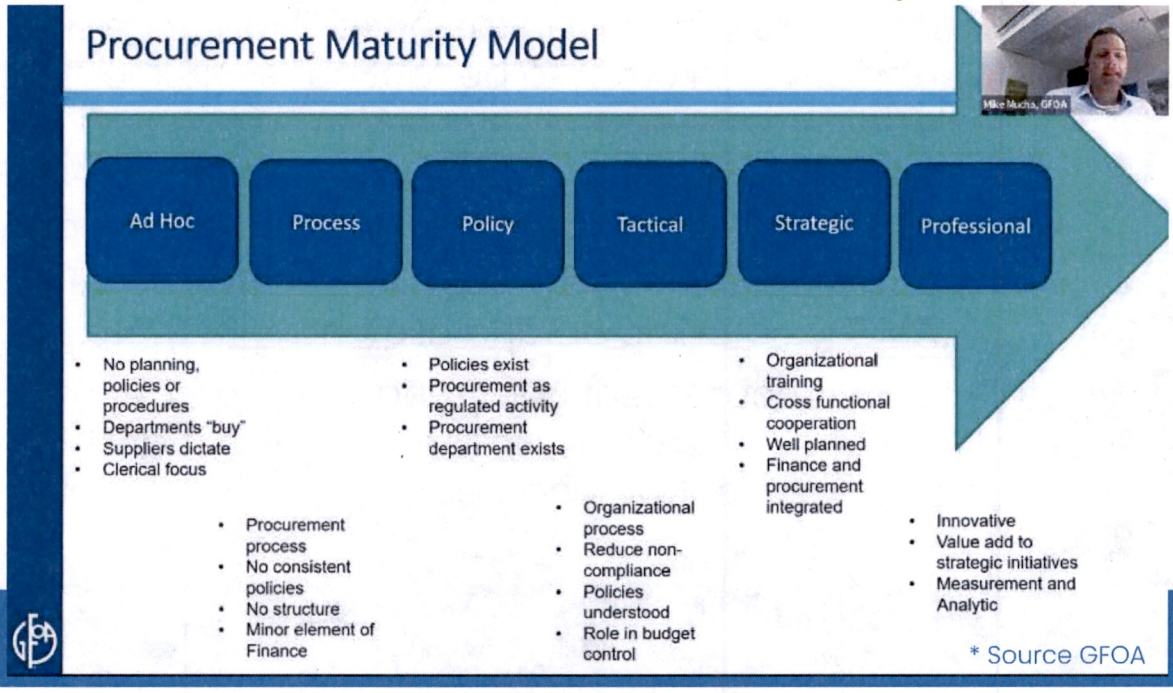
Ensure that goods and services are procured using competitive processes that result in *the best overall quality and cost* to the City

Per GFOA:
"Procurement requires finding the right balance"

Rule Enforcer ⟷ **Trusted Partner**

Contract & Procurement

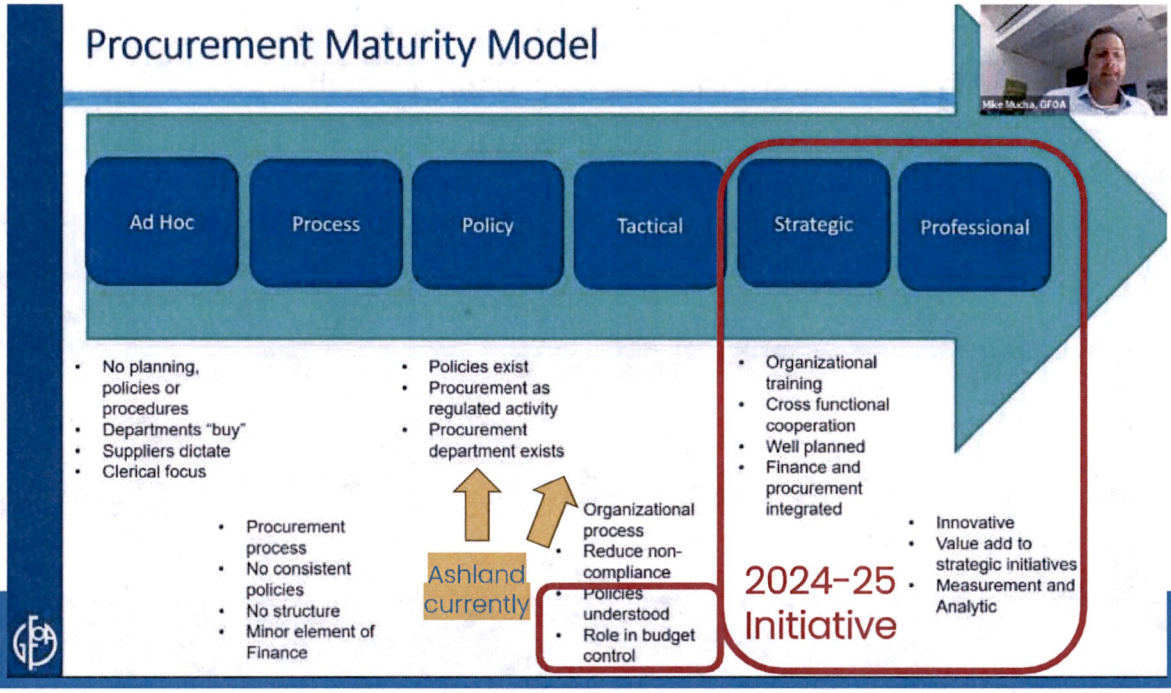
Best Practice Progression of a Professional Procurement Dept



* Source GFOA

Contract & Procurement

Best Practice Progression of a Professional Procurement Dept



Contract & Procurement

ORS & AMC Revision 2024

- The State recognized the need to balance all these objectives in order to be tactical, strategic and value-add
  - *By appropriately increasing small and intermediate thresholds allowing cities/agencies to be more effective in their process flow*
- AMC is catching up and aligning with State code
- COA Procurement is working to *automate, integrate and educate* departments in contract and procurement procedures

Contract & Procurement

Primary Differences with AMC revisions

- Added Ethics section
- Matched State's thresholds as of Jan 1st, 2024:
  - Small Procurement <$25K
  - Intermediate Procurement <$250K
  - Personal Services definition per ORS
- Removed process redundancies and inconsistent items referenced elsewhere in Code
- Added Legal clarification on templated contracts

Contract & Procurement

Note about process

Post-pandemic brought many new cases that cities had to grapple with

- Supply chain constraints pushing delivery times beyond biennium
- Inflationary pressures driving costs up
- Challenges finding suitable or available equipment for our operational needs *when* needed
  - *Example – fire truck, no contract, intent to purchase beyond the biennium, already appropriated through Equipment Fund*

- A clear and updated Code allows for greater strategic response, timeliness and less redundancy

Contract & Procurement

Note about process

AMC Revisions DO NOT:

- Does not reduce controls
  - Must still abide by ORS formal solicitation process and proper authorities
- Does not remove limitations on spending
  - Must still only spend what is appropriated/approved

Compliance over internal controls must still exist

- City is audited annually to ensure compliance over federal and state regulations, including procurement law

Contract & Procurement

Note about process

AMC Revisions & Process Improvements DO :

- ✓ *Remove cumbersome and redundant burdens on departments*
- ✓ *Substantial staff time savings, including Council time*
- ✓ *Utilizes technology to ensure proper controls, limitations, and effective contract and PO storage*
- ✓ *Creates and establishes interdepartmental partnerships for overall procurement goals*
- ✓ *Reduces paper substantially*
- ✓ *Provides more robust audit trail*



QUESTIONS?

First Reading
Draft Ordinance 3230

Staff recommends Council:
Approve the first reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures, and move forward with the Second Reading.

Council Business Meeting

February 6, 2024

Agenda Item	First Reading – Revisions for Chapter 2.50 Public Contracting and Purchasing	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

In 2023, the State of Oregon amended elements of its Public Contracting & Procurement Code, increasing limits for small and intermediate procurements, among other items, to reflect overall cost increases in the market for purchasing goods and services.

Ashland Municipal Code (AMC) Chapter 2.50, Rules for Public Contracting, has not been updated since 2010. As such, procurement thresholds for municipalities in the State have increased while the City of Ashland's dollar thresholds have remained the same for over 13 years. In a recent review of the City's current contracting and purchasing practices and aligning with best practices as published by the Government Finance Officer's Association (GFOA) and the Institute for Public Procurement (NGIP), the City of Ashland seeks to amend its Contracting and Procurement Code to better align with Oregon Revised Statutes, ORS 279A, 279B and 279C.

The following is a proposed amendment to the procurement process under the AMC.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Further, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

On August 14, 2023, Staff provided Council a presentation on the City's current procurement practices in which it was summarized that duplicative procedures, inefficiencies, bottlenecks, and delays in the normal course of operations exist in a considerable way, in large part due to procedures that have not been updated in over a decade. As background, the council communication from that Study Session is included.

The primary objectives of contracting and procurement code and the related City policies is multi-pronged: to ensure compliance with applicable law, provide guidelines for operating departments to procure the goods and services needed, reduce risks, promote fairness and competition, maintain public trust that funds are spent prudently and without corruption, and to help promote the overall goals of the City.

This requires finding the appropriate balance, merging strong policies with tactical and strategic initiatives that are measurable and analytical. Establishing strong policies does not necessarily mean limiting the guard rails, but rather making them appropriate to do business effectively. Integrating a tactical and strategic response in the City's procurement procedures does not only mean high tech automation, but it also requires departmental collaboration and being a partner in procurement goals.

This amendment is part of the larger effort to update and streamline an essential and crucial operation for the City. It works to refresh and align our code to current times, but more importantly, to the updated Oregon Revised Statutes Chapter 279. It ensures that as the ORS changes, that our code keeps up.

Staff worked with a subject matter expert who is versed in Public Contracting, is certified as a Public Procurement Officer (CPPO) and a Professional Public Buyer (CPPB), and has received a specialization in construction procurement from the NIGP, National Institute of Government Procurement. With valuable input from Public Works Director Scott Fleury, the Consultant and the City Attorney, we submit the attached revised Ashland Municipal Code Chapter 2.50 – Rules of Procedure for Public Contracting and Purchasing.

The primary changes are as follows:

- Added an Ethical Code of Conduct for public purchasing
- Attached the City to the ORS limits and procedural updates. Specifically, it changes small procurement limits ($5K to $10K), intermediate procurement limits ($100K to $150K), equates the definition of Personal Services Contracts to the ORS, which removes a previous opt-out clause that should not have been possible in the first place.

- Added legal clarification on standard contracts "Approved as to Form"
- Added the ability to receive bids and proposals electronically so that we can begin to use technological applications that will streamline the Competitive Sealed Bidding and Proposal processes.
- Removed process redundancies and paper intensity that result in bottlenecks within the process, thereby utilizing our system software to automate the purchasing process.
- Removed redundant or inconsistent items in Code that were defined, described and/or referenced separately in the chapter.

FISCAL IMPACTS

It would take some time to fully quantify the cost-savings across the organization, but it is substantial. From the formal processes of competitive bidding and proposals to the informal processes of small and intermediate procurements. It affects all departments, especially Public Works and Fire. Accounting/Procurement will also be substantially impacted by improved efficiencies, reduction of paper, and an upgraded document storage system. The fiscal impact will not only be in staff time, reduction in materials, but establishing a more streamlined environment will lend itself to increasing cost oversight and strategic value.

SUGGESTED NEXT STEPS

Staff proposes City Council approve the First Reading of the AMC Chapter 2.50 amendment and move forward with the Second Reading.

ACTIONS, OPTIONS, & POTENTIAL MOTIONS

I move to approve the First Reading of the amended Ashland Municipal Chapter 2.50 Procurement Procedures, and move forward with the Second Reading.

REFERENCES & ATTACHMENTS

Attachment 1: August 14, 2023, Council Communication for Study Session on Procurement Process
Attachment 2: Draft Ordinance 3230 Amending AMC 2.50 Rules for Public Contracting

Council Study Session

August 14, 2023

Agenda Item	Procurement and Contracting Process	
From	Mariane Berry; Finance Director	Scott Fleury, Public Works Director
Contact	Mariane.Berry@ashland.or.us; Scott.Fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☒ Request for Direction ☐ Presentation ☒ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

In a continued effort to streamline and improve operational procedures while maintaining the necessary internal controls, best practices and adherence to local and state laws, Staff seeks to update Council on the City's current Purchasing process as it applies to the Ashland Municipal Code (AMC) Chapter 2.50 and the Oregon Public Contracting Code, specifically Oregon Revised Statutes (ORS) Chapters 279A, 279B and 279C. In doing so, we hope to provide Council with a more comprehensive understanding of the City's current operational workflow for Contracting and Purchasing and make Council aware of Staff's intent to amend parts of the AMC Public Contracting chapter through a proposed ordinance in the near term.

POLICIES, PLANS & GOALS SUPPORTED

This supports the Council Value Statements: Excellence in governance and city services; Sustainability through creativity, affordability and rightsized service delivery.

Specifically, this assists in implementing greater efficiencies city-wide, creating an environment that is less paper-intensive, reducing staff time on unnecessary and redundant tasks, all the while reducing overall costs and improving productivity.

BACKGROUND AND ADDITIONAL INFORMATION

The current Ashland Municipal Code Chapter 2.50 for Public Contracting Rules of Procedure, which has not substantively been amended since 2010, lags behind the State's contracting code in these key areas:

	AMC	Oregon
• Small Procurement Limit:	$5,000	$10,000
• Intermediate Procurement Limit: *(for goods and services)*	$100,000	$150,000

While the differences may at first glance seem immaterial, the City's volume of expenditures between $5-10K that necessitates the formal competitive bidding process has created a considerable drain on staffing resources. Many of the City's small procurements are in this dollar range. Facilities is a prime example, however it has consequentially impacted all City departments. A typical workflow is as such: Department arranges 3 quotes from different contractors/vendors, may include site visits, creates, reviews and awards the contract, acquires legal review and approval to form, obtains insurance per the contract, completes internal forms and routes it throughout the city for signatures. This is simply to start the purchase order process in Finance.

Better Together

Further the AMC's Intermediate Procurement limit for goods and services that the Public Contracting Officer/City Manager may approve is $100,000. This requires staff to submit to Council contracts over $100,000 but less than the state's limit of $150,000, for expenditures that are part of the normal course of city business, such as chemicals for the treatment plants or enterprise software. It should be noted that these expenses have already been appropriated during the budget process, and therefore approved by both Council and the Citizen's Budget Committee.

Operational Update

The City's current Purchasing process is very paper-intensive, as well as process-intensive due to the AMC limits. We have plans to automate the process in conjunction with our next Accounting ERP (Tyler Munis) upgrade in the Fall. At that time, we also hope to implement best practices such as the use of electronic document signing, routing and storage. There are other procedural aspects we are evaluating that will create additional efficiencies.

In the near term, we intend to bring to Council a request to consider an ordinance that will address all the above. Particularly, we suggest aligning the AMC to our current operational realities which would also parallel the State code as it relates to contracting and procurement limits.

FISCAL IMPACTS

The fiscal impact of reviewing and eventually updating the current AMC Chapter 2.50 is ultimately a financial savings in staff time and resources. While it is challenging and time-consuming to quantify, it can be said that every department will benefit from it immediately, and thereby will increase productivity in a meaningful way. Procurement is a daily process for every City department, so the impact will be significant.

The system upgrade in Tyler Munis has been a plan for some time and does not have an additional cost attached to it. At the date of this council communication, there are no costs associated with adding the Purchase Order process into the accounting system as it is a module that is already part of our software.

With implementing best practices such as electronic document signing and routing, the impact will also again, improve staff time and dramatically reduce paper.

SUGGESTED NEXT STEPS

Staff will work on drafting an ordinance that will amend the Ashland Municipal Code Chapter 2.50 on Public Contracting.

REFERENCES & ATTACHMENTS

Ashland Municipal Code Chapter 2.50
Reference link for ORS 279 A/B/C: https://www.oregon.gov/das/Procurement/Pages/Authlaw.aspx

ORDINANCE NO. 3230

AN ORDINANCE AMENDING THE RULES OF PROCEDURE FOR PUBLIC CONTRACTING IN ASHLAND MUNICIPAL CODE CHAPTER 2.50

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1.

Chapter 2.50
RULES OF PROCEDURE FOR PUBLIC CONTRACTING AND PURCHASING

Sections:

2.50.010 ~~Short Title~~ Title and Purpose
2.50.020 ~~Purpose~~ Ethical Code of Conduct
2.50.030 Adoption of State Law
2.50.040 Definitions
2.50.050 Applicability
2.50.060 Local Contract Review Board Authority
2.50.070 Public Contracting Officer Authority
2.50.080 Formal Processes - Competitive Sealed Bidding and Proposals
2.50.090 Exemptions from Formal Competitive Selection Procedures
2.50.095 Additional Requirements for Exemptions Pursuant to 2.20.090(I)
2.50.100 Informal Process - ~~Process for Exempt~~ Small and Intermediate Procurements
~~2.50.110 Electronic Advertisement of Public Contracts~~
~~2.50.120 Personal Services Contracts~~
2.50.125 Cost and Feasibility Determinations
2.50.130 Record Keeping
2.50.140 Protests of Procurement Process and Solicitation Award

2.50.010

~~Short Title~~ Title and Purpose

~~The provisions of this chapter and all rules adopted hereunder may be cited as the Ashland Public Contracting Code.~~ **Chapter 2.50 shall be known as the "Ashland Public Contracting and Purchasing Code." The term "code" used in this chapter shall mean the contracting and purchasing code unless context otherwise requires. This code establishes uniform, efficient and economical contracting and purchasing policies, procedures, rules and regulations for the City in accordance with the City Charter and Chapters 279A, 279B, 279C of the Oregon Revised Statues.**

The purpose of this code is to ensure that goods and services are procured using competitive processes that result in the best overall quality and cost to the City. This is achieved by:

A. Promoting open and transparent competition;

B. Using solicitation materials that contain clear specifications, requirements, and contract provisions;

C. Using procurement methods that follow ORS and OAR guidelines and meet the contracting needs of the City;

D. Providing direction to City staff regarding purchasing practices and purchasing authority that result in a systematic and uniform administration of public contracts.

The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the best overall cost through responsible and responsive quotations and/or ~~or~~ proposal.

(Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.020

~~Purpose~~ Ethical Code of Conduct

~~The purpose of the Ashland Public Contracting Code is to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:~~

~~A. Promoting open and impartial competition;~~

~~B. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements;~~

~~C. Taking full advantage of evolving procurement methods that suit the contracting needs of the City; and~~

~~D. Providing direction to city staff regarding purchasing practices and purchasing authority those results in a systematic and uniform administration of public contracts.~~

~~The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the lowest and best responsible bid, quotation or proposal.~~

All purchasing shall be conducted in compliance with the code of ethics set forth in AMC 2.010.080, Code of Ethics, and ORS Chapter 244, Government Ethics.

ORS Chapter 244, Oregon Government Ethics Law establishes the minimum standard of ethical conduct and behavior for elected officials, public employees (public officials), members of county and municipal advisory boards and judicial bodies. City employees as

defined in ORS 244.020 are considered public officials and responsible for following the Ashland Public Contracting and Purchasing Code in a responsible and ethical manner.

Further, conflicts of interest shall be avoided. A conflict of interest may include any private or professional activity that would create the appearance of impropriety such as, but not limited to:

A. **Accepting money, loans, credits or prejudicial discounts, gifts, gratuities, favors, or entertainment from present or potential suppliers which might influence or appear to influence a procurement decision/process**

B. **Allowing suppliers to pay to be included on an approved or preferred supplier list;**

C. **Requesting donations of goods or services from suppliers;**

D. **The use of arbitrary or unfair purchasing leverage or influence when dealing with suppliers;**

E. **Exertion of undue influence or abuses of purchasing power;**

F. **Accepting paid meals or other hospitality with suppliers**

(Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.030

Adoption of State Law

Except as specifically provided herein, or by subsequent ordinance or resolution, the Model Rules, Oregon Administrative Rules (OAR) Chapter 137, Divisions 46, 47, **48** and 49, adopted by the Attorney General under ORS Chapters 279A, 279B, and 279C, as they now exist, are hereby adopted as the City of Ashland's Public Contracting Code. A copy of the Oregon Public Contracting Code and Model Rules shall be maintained in the City Recorders Office. Words and phrases used in these rules that are defined in Oregon Revised Statutes (ORS) Chapters 279A, 279B, 279C, and in the Model Rules shall have the same meaning as in those statutes and rules, except as may be provided for herein. In the event that the rules adopted by the local contract review board do not address a particular situation, the Model Rules apply. (Ord. 3013, added, 05/18/2010)

2.50.040

Definitions

Words and phrases that are used and defined in the Model Rules and the Oregon Public Contracting Code shall have the same meaning as in those statutes and rules, except for the following:

A. "City Attorney" shall mean the Ashland City Attorney or his/her designee as specified by written order.

B. "Department" shall mean City of Ashland instead of Oregon Department of Administrative Services.

~~C. "Director" shall mean Public Contracting Officer as defined in this section instead of the Director of Administrative Services.~~

C~~D~~. "Findings" are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations; value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability; performance; and funding sources.

D~~E~~. "Finance Director" shall mean the Director of the City's Finance Department or his/her designee as specified by written order.

E~~F~~. "Local Contract Review Board" shall mean the Ashland City Council.

F~~G~~. "Public Contracting Officer" means the City Manager or his/her designee as specified by written order.

G~~H~~. "Model Rules" means the public contracting rules adopted by the Attorney General pursuant to ORS 279A.065.

H~~I~~. "Oregon Public Contracting Code" means ORS Chapters 279A, 279B and 279C.

I~~J. "Personal services contract" means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The Public Contracting Officer shall have discretion to determine whether additional types of services not specifically mentioned in this definition fit within the definition of personal services.~~ **"Personal Services" and "Personal Services Contract" shall have the same meaning as put forth in the Model Rules 137-046-0110(24) and Model Rules 137-046-0110(25), respectively.** (Ord. 3192 § 35, amended, 11/17/2020; Ord. 3013, added, 05/18/2010)

2.50.050

Applicability

The Ashland Public Contracting **and Purchasing** Code shall apply to procurements by all City departments and divisions, including Ashland Parks and Recreation. (Ord. 3013, added, 05/18/2010)

2.50.060

Local Contract Review Board Authority

The Local Contract Review Board shall have all the duties and authority of a contracting agency that are granted under state and local law. **It shall have the authority to approve the award of those contracts for which the Ashland Municipal Code or the Oregon Public Contracting Code require formal competitive solicitations or formal competitive bids.** The Local Contract Review Board may delegate its powers and responsibilities by ordinance, resolution, or board order consistent with the Model Rules and the Oregon Public Contracting Code. (Ord. 3013, added, 05/18/2010)

2.50.070

Public Contracting Officer Authority

A. Except as otherwise provided by this code, the Public Contracting Officer shall have authority to:

1. Purchase and contract for all materials, supplies, equipment, services and public improvements for which funds have been appropriated by the City Council **up to the higher amount stated in ORS 279B.070, Intermediate Procurements;** ~~and the contract price does not exceed $100,000;~~

2. Contract for all personal services**, excluding architectural, engineering and related services as defined by ORS 279A.055 up to the higher amount stated in ORS 279B.070;** ~~as long as the contract price does not exceed $75,000; and~~

3. **Contract for architectural, engineering, and land surveying services and related services as defined in ORS 279C.100 and outlined in OAR Model Rules Chapter 137 Division 48;**

4. Sell or dispose of all personal property of the City in accordance with AMC 2.54.

5. Enter into any intergovernmental agreement as long as the annual cost to the City does not exceed ~~$25,000~~ **the Public Contracting Officer's authority herein,** ~~and~~ the agreement does not create a new intergovernmental entity.

6. **Purchase and contract for equipment that is scheduled to be replaced in the City's fleet inventory and has been appropriated by the City Council in the adopted budget using appropriate procurement practices.**

Contracts approved under this section require no further approvals by the Local Contract Review Board.

B. Except when this Chapter, or the Oregon Public Contracting Code and Model Rules, specifically requires the Local Contract Review Board to take action or exercise its discretion and delegation is not allowed, any act required or permitted to be performed by an "agency," "head of a contracting agency," "local contract review board" or the "director" under the Model Rules or Oregon Public Contracting Code shall be performed by the Public Contracting Officer.

C. The Public Contracting Officer may develop such forms that are convenient to the administration of the City's contracts and may promulgate procedures reasonably necessary to accomplish the purposes of this Chapter, the Model Rules, and the Oregon Public Contracting Code. The City Attorney may promulgate standard forms for use by the Public Contracting Officer. (Ord. 3136, amended, 2017; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005; Ord. 2857, amended, 06/20/2000)

2.50.080

Formal Processes - Competitive Sealed Bidding and Proposals

Except as otherwise expressly provided herein, in addition to the requirements of the Model Rules and the Oregon Public Contracting Code:

A. The Finance Director must sign off that there are appropriate funds for the project before the project is **advertised or solicited** ~~put out for bids~~.

B. The City Attorney must determine that the contract is ~~appropriate as to form~~ **Approved as to Form, or AATF,** before the project is **solicited** ~~put out for bids~~. **AATF from the City Attorney ensures the contract is clear, terms are consistent, risk is mitigated, the parties have legal authority to sign and the contract is enforceable.** In addition, the City Attorney shall review all formal competitive solicitations or formal competitive bids to ensure that the appropriate process is being followed.

~~C. The Local Contract Review Board shall approve the award of all contracts for which the Ashland Municipal Code or the Oregon Public Contracting Code require formal competitive solicitations or formal competitive bids.~~

C. ~~D~~. ~~*Electronic Solicitation.*~~ Competitive sealed bids and competitive sealed proposals may be available online **or issued in hard copy. Proposals will be submitted and received according to ORS 279B.060.** ~~but applicants will NOT be able to submit their proposals and/or responses online. Bids and proposals must be delivered in hard copy form to the City in accordance with the requirements for the competitive solicitation. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.~~ (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006; Ord. 2917, amended, 03/01/2005)

2.50.090

Exemptions from Formal Competitive Selection Procedures

All Public Contracts shall be based upon Competitive Sealed Bidding (Invitation to Bid) or Competitive Sealed Proposals (Request for Proposal) pursuant to ORS 279A – 279C and the Model Rules except for the following:

A. Contracts listed in ORS 279A.025(2).

B. Purchases through federal programs as set forth in ORS 279A.180.

C. Public Improvement Contracts that qualify for exemption as set forth in 279C.335.

D. ~~Small Procurements – a public contract not exceeding $5,000.~~

~~1. Small Procurements shall be awarded in accordance with ORS 279B.065, OAR 137-047-0800, OAR 137-047-0265 and all other applicable provisions of law.~~

~~E. Intermediate Procurements – a public contract for goods and services greater than $5,000 and less than $100,000.~~

~~1. Intermediate Procurements shall be awarded in accordance with ORS 279B.070, OAR 137-047-0800, OAR 137-047-0270 and other applicable provisions of law.~~

D~~F~~. Sole Source Procurements – a public contract in which the Department Head finds in writing that there is only one provider of a product or service of the quality and type required available.

1. Sole-source procurements shall be awarded in accordance with ORS 279B.075 and all other applicable provisions of law.

E~~G~~. Special Procurements – a public contract for a class special procurement, a contract specific procurement or both, based upon a contracting procedure that differs from procedures described in ORS 279B.055, 279B.060, 279B.065, 279B.070. The contracting approach may be custom designed to meet the procurement needs.

1. Special procurements shall be awarded in accordance with ORS 279B.085 and all other applicable provisions of law.

F~~H~~. Emergency Procurements – a public contract that is necessary because an emergency exists meaning there are circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health, safety, welfare, or property that could not have been reasonably foreseen and requires prompt execution of a public contract to remedy the condition.

1. Emergency procurements shall be awarded in accordance with ORS 279B.080 and all other applicable provisions of law.

G~~I~~. The following classes of contracts are ~~hereby~~ specifically exempted from the Oregon Public Contracting Code and Model Rules pursuant to ORS 279A.025(t):

1. Contracts for the purchase of materials where competitive bids for the same materials have been obtained by other public agencies or the federal government whose processes for bid and award are substantially equivalent to those set forth herein, and the contract is to be awarded to the party to whom the original contract was awarded as long as no material change is made to the terms, conditions, or prices of the original contract.

2. Contracts for licenses and maintenance of computer hardware, computer software, and telecommunications products (including cable, video and television products).

3. Purchase of items or services of an artistic nature, including, but not limited to public art.

4. *Contracts for removal, cleanup or transport of hazardous materials.* As used in this Subsection, "hazardous materials" include any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in the Resources Conservation and Recovery Act (42 USC 6901 et seq.).

5. Contracts for purchase of used motor vehicles, defined as any motor vehicle that is at least one year old.

6. Contracts for the purchase of used heavy construction equipment.

7. Contracts for the purchase of copyrighted materials where there is only one supplier available within a reasonable purchase area for such goods.

8. Contracts for the purchase of advertising, including legal advertising intended for the purpose of giving public notice.

9. Contracts for the purchase or sale of all utilities including, but not limited to, electric power, gas, water, sewage, internet, cemetery lots, cable and telecommunication services, and the sale of telecommunication materials or products or other services, materials or products traditionally provided by the City.

10. Contracts for the purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state or local regulating authority. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010)

2.50.095

Additional Requirements for Exemptions Pursuant to 2.20.090(I)

Any contract exempted under 2.20.090.I shall additionally satisfy these criteria:

A. The performance bond requirements of ORS 279C.375 and 279C.380, unless an emergency exemption exists in accordance with the Oregon Public Contracting Code and Model Rules.

B. The construction and landscape contractor registration and requirements of ORS Chapter 671.630 et seq. and Chapter 701;

C. Any other law applicable to such a contract; and,

D. To the extent that BOLI applies, the City and the contractor shall comply with the prevailing wage provisions of ORS 279C.800 - 279C.870. (Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)

2.50.100

Informal Process - ~~Process for Exempt~~ Small and Intermediate Procurements

The following process shall apply to all contracts that are exempt from formal competitive selection procedures in AMC 2.50.090.

~~A. The Public Contracting Officer is responsible for determining whether a project is subject to an exemption pursuant to AMC 2.50.090 that will allow a process other than a formal solicitation. Except for small procurements and emergency procurements, it is the responsibility of the Public Contracting Officer to evaluate whether an exemption exists and write findings consistent with Oregon law to document the exemption. A copy of the written findings shall be given to the City Attorney. If an exemption is approved all applicable provisions of the Oregon Public Contracting Code and the Model Rules must be followed. Notwithstanding the exemptions, the City Attorney, the Public Contracting Officer, or Local Contract Review Board may require a formal competitive solicitation to ensure the purposes of this Chapter.~~

A~~B. Except for small procurements equal to or less than $5,000, and emergency procurements, any informal procurement process, listed in AMC 2.50.090 shall require the Public Contracting Officer to obtain written authorization from the Finance Director to ensure that adequate funds are available for the project.~~ **Small procurements as set forth in ORS 279B.065 are subject to the City's Purchasing Policies.**

B~~C~~. ~~For~~ **iIntermediate** procurements **as set forth in ORS 279B.070 are subject to the City's Purchasing Policies.** ~~of any amount~~ **t**~~T~~he contracting agency shall use ~~a~~ written ~~solicitation~~ **specifications** to obtain quotes, bids, or proposals **and must go through the City's Purchase Order and Contracting process. The City Attorney must determine that the contract is Approved as to Form before the contract is awarded. Utilizing a City standard form contract without changes eliminates the requirement for legal approval in informal contracting procedures.**

~~D. For all contracts over $5,000 the City Attorney must determine that the contract is appropriate as to form before the contract is awarded. Use of a City standard form contract negates the need for legal sign off on all informal contracting processes.~~

C~~E~~. After the procurement process is complete, the Public Contracting Officer must execute the procurement contract, and the Finance Director must endorse the amount of the contract if the value of the contract exceeds the amount originally approved by the Finance Director on the requisition documents.

D~~F~~. The Public Contracting Officer must execute any change orders or amendments to the contract that are authorized under the Oregon Public Contracting Code or the Model Rules. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)

~~**2.50.110**~~

~~**Electronic Advertisement of Public Contracts**~~

~~The City may publish the advertisement for Offers by posting it on the website of the City, or if applicable, another governmental entity as long as the content required by the Model Rules and Oregon Public Contracting Code is available. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials. (Ord. 3013, added, 05/18/2010)~~

~~**2.50.120**~~

~~**Personal Services Contracts**~~

~~A. A personal service contract that does not exceed $35,000 may be awarded by direct appointment. Personal Services Contracts that are for contract amounts greater than $35,000, but less than $75,000 shall follow the process for Intermediate Procurements as outlined above. In addition, for personal services contracts greater than $5,000, but less than $75,000, the Public Contracting Officer shall make findings that City personnel are not available to perform the services, and that the City does not have the personnel or resources to perform the services required under the proposed contract. However, the City Attorney, the Public Contracting Officer, or Local Contract Review Board, can require a formal solicitation for bids to ensure that the purposes of this chapter are upheld.~~

~~1. *Class Exemption – Attorney Services.* Personal service contracts for legal counsel, legal services, expert witnesses, court-appointed attorneys, stenographers and other legal services are exempt from the competitive procurement requirements of this section and may be entered into based upon the judgment of the City Attorney. The City Attorney shall obtain City Council~~

~~approval of any expenditure for legal services paid to a single legal services provider that is expected to exceed $50,000 prior to entering into the contract. In addition, except for legal counsel hired by the City to provide legal services to indigent criminal defendants prosecuted by the City, the City Attorney shall select and retain all outside legal counsel hired by the City subject to the approval of the City Council.~~

~~2. *Pre-qualified Pool Exemption.* The City may directly award a personal services contract that does not exceed $100,000 to a provider that has been selected to be on a list of:~~

~~a. The City's current list of qualified providers through a formal process; or~~

~~b. From another public contracting agency's current list of qualified providers as long as the public contracting agency uses a process substantially similar to the City's to derive the list.~~

~~3. *Continuation of Work Exemption.* Personal service contracts of not more than $100,000 for the continuation of work by a contractor who preformed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Public Contracting Officer determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.~~

~~B. The Local Contract Review Board is hereby opting out of OAR 137-048 regarding architectural, engineering, and land surveying services.~~

~~C. The standard procurement rules adopted above shall apply to such contracts, as well as the following personal services selection criteria:~~

~~1. Specialized experience in the type of work to be performed;~~

~~2. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;~~

~~3. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration where applicable;~~

~~4. Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of designing or techniques peculiar to it, where applicable;~~

~~5. Cost of the services; and~~

~~6. Any other factors relevant to the particular contract. (Ord. 3039, amended, 11/07/2010; Ord. 3013, added, 05/18/2010; Ord. 2934, replaced, 11/21/2006)~~

2.50.125

Cost and Feasibility Determinations

The Public Contracting Officer shall make written cost or feasibility findings pursuant to ORS 279B.030. If the Public Contracting Officer is performing a cost analysis pursuant to ORS 279B.033, the Public Contracting Officer shall add a profit margin of ten percent (10%) of the cost of the project when estimating the total cost of hiring a contractor. (Ord. 3013, added, 05/18/2010)

2.50.130

Record Keeping

All records shall be retained in accordance with OAR 137-047-0620. To facilitate contract file record keeping and reduce accounting and auditing difficulties in having dispersed contract files, each city department will maintain a complete file on all contracts executed on behalf of that department. Information to be included in the file shall include, at a minimum:

A. Any and all invitation for bids, requests for proposals, and any advertisements;

B. Council consent authorizing contract execution when applicable;

C. Copies of the signed contract, any required insurance certificates, bonds, or other bid security;

D. Any approved Local Contract Review Board waivers; and

E. List of who the solicitation documents were sent out to or the list of plan holders.

The City Recorder's Office shall retain the original executed contract as well as original copies of any required insurance certificates, performance bonds, and payment bonds or other bid security. The department which is responsible for the procurement shall continually monitor insurance certificates to ensure the City remains an additional insured and that the other party has sufficient coverage. (Ord. 3013, added, 05/18/2010)

2.50.140

Protests of Procurement Process and Solicitation Award

A. The Uniform Administrative Appeals Process outlined in AMC 2.30 shall apply to all protests of the procurement process and award of public contracts except that the timelines of this section shall govern when determining whether an appeal is filed timely.

B. *Timelines for Submitting Protests.*

1. Protests regarding the process or specification shall be received no later than ~~ten (10)~~ **seven (7)** calendar days prior to bid closing.

2. Protests regarding the award of the contract shall be received within seven (7) calendar days from the notice of intent to award the public contract.

C. Failure to strictly comply with the applicable protest requirements, including but not limited to the required elements for the written protest required by the Model Rules and the Oregon Public Contracting Code, payment of the applicable appeal fee pursuant to AMC 2.30, and time for filing as specified in this section, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal. (Ord. 3013, added, 05/18/2010)

SECTION 2. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

Council Business Meeting

March 5, 2024

Agenda Item	Second Reading of Ordinance 3232, an ordinance adopting amendments to the Parks and Open Space Map.	
From	Brandon Goldman Leslie Eldridge	Community Development Director Interim Parks Director
Contact	Brandon.Goldman@ashland.or.us 541-552-2076 Leslie.eldridge@ashland.or.us 541-552-2251	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☒ Old Business ☐	

SUMMARY

Second Reading and adoption of Ordinance #3232 to adopt the proposed Park, Trails, and Open Space Map as an official map in support of the Ashland Comprehensive Plan's 'Parks, Open Space, and Aesthetics' element (Chapter VIII).

POLICIES, PLANS & GOALS SUPPORTED

Statewide Planning Goal 8: Recreational Needs recommends that local jurisdictions inventory recreation needs and opportunities, and develop long range plans and action programs to meet the recreational needs. Cities and counties are allowed but not required to amend acknowledged comprehensive plans to address Parks and Open space needs.

Chapter VIII Parks, Open Space, and Aesthetics of the *Ashland Comprehensive Plan* includes a goal: "**To provide the people of Ashland with a variety, quantity and quality of parks, park facilities, open spaces, trails, and visual resources sufficient for their needs**." In addition, the following policies specifically address the planning for parks, trails and open space.

- **Policy 6:** The City shall adopt an official map that will identify the planned areas for parks, new natural areas, conservation areas and trails.
- **Policy 7:** Develop the system of corridors, linear park routes and trails outlined in the Park and Open Space map. Encourage interconnections between parks, open spaces, bicycle paths, easements, irrigation ditches, scenic roadway routes, railroad right-of-way, etc.
- **Policy 8:** Establish, where possible, trails along non-urbanized sections of stream corridors, ensuring the stream ecology and any residences are protected.

BACKGROUND AND ADDITIONAL INFORMATION

The City Council approved First Reading of Ordinance #3232 as presented following a public hearing on February 20, 2024. Adoption of the ordinance at second reading will make the Parks, Trails, and Open Space Map an official City map, replacing the current "Parks, Trails and Open Space Program 2002-2012 map" which was approved by the City Council in July of 2002. In approving the First Reading of the ordinance, the City Council not only advanced the Ordinance to second reading advancing the legislative process, but also provided separate direction to Staff

focused on two key areas: the pursuit of grant opportunities to fully fund the Central Bike Path (CBP) and the integration of the CBP project into the forthcoming Biennium Capital Improvement Plan (CIP). It is important to note that this explicit directive is distinct from the ordinance's adoption itself. The Council's decision to pursue these additional steps was unanimously approved during their session on February 20, 2024.

Before the Council this evening for consideration is the adoption of Ordinance 3232 without amendment, as was approved at First Reading.

A summary of the proposed map amendments is included in the attached *Staff Report for Planning Action PA-T3-2023-00007* dated January 23, 2024, and is further addressed in memorandum provided by Interim Director Leslie Eldridge, and as shown on the Draft Parks, Trails, and Open Space Map presented for adoption.

The Ashland Parks and Recreation Commission (APRC) held public meetings on October 4th 2023, October 11th 2023, December 6th 2023, January 3rd 2023, and January 17th 2023 to review the proposed ordinance and updated map and recommended the Council adopt these proposals without any modifications.

The Planning Commission conducted a public hearing on January 23, 2024, and recommended approval of the draft ordinance with an amendment to incorporate an additional "Whereas Clause" as was presented to the Council for consideration at First Reading.

FISCAL IMPACTS

There are no direct fiscal impacts for the City resulting from the adoption of the proposed Parks, Trails and Open Space Map.

DISCUSSION QUESTIONS

This proposed ordinance was discussed during the Council public hearing conducted on February 20, 2024, and was approved as presented and forwarded to second reading by the City Council.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

A Potential motion for approval of second reading of the ordinance is detailed below:

Motion for Approval of Ordinance

I move to approve second reading by title only of Ordinance 3232, which is titled, AN ORDINANCE AMENDING THE CITY OF ASHLAND COMPREHENSIVE PLAN TO ADOPT THE PARKS, TRAILS AND OPEN SPACE MAP AS AN OFFICIAL MAP IN SUPPORT OF THE PARKS, OPEN SPACE, AND AESTHETICS ELEMENT OF THE ASHLAND COMPREHENSIVE PLAN."

If the Council decides against adopting the proposed Parks, Trails and Open Space Map during its second reading, the original map from 2002-2012 will remain in effect and will continue to serve as the official Parks, Trails and Open Space Map.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Ordinance #3232 for Council Adoption

1.1: Exhibit A 'Parks, Trails, & Open Space Map' for Council Adoption (Ord. #3232, Exhibit A)

1.2: Exhibit B Technical Memo from Interim Parks Director Leslie Eldridge Dated 1/10/2024

Attachment 2: Planning Staff Report Dated 1/23/2024

Attachment 3: Memo from Interim Parks Director Leslie Eldridge Dated 1/23/2024

ORDINANCE NO. 3232

AN ORDINANCE AMENDING THE CITY OF ASHLAND COMPREHENSIVE PLAN TO ADOPT THE PARKS, TRAILS AND OPEN SPACE MAP AS AN OFFICIAL MAP IN SUPPORT OF THE PARKS, OPEN SPACE, AND AESTHETICS ELEMENT OF THE ASHLAND COMPREHENSIVE PLAN.

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:
Powers of the City The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon cities. City of Beaverton v. International Association of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d 730, 734 (1975); and

WHEREAS, the Ashland Comprehensive Plan contains a policy within the Parks, Open Space and Aesthetics Element (Chapter VIII, policy 8.16.6)) directing the City to adopt an official map that will identify the planned areas for parks, new natural areas, conservation areas and trails.

WHEREAS, the City approved a Parks, Trails and Open Space Map on July 2nd, 2002, and updated the map in 2012, which are now outdated and no longer reflect the existing inventory of parks lands or adequately identify those properties that could be acquired or developed in furtherance of the Comprehensive Plan goal to provide the people of Ashland with a variety, quantity and quality of parks, park facilities, open spaces, trails, and visual resources sufficient for their needs.

WHEREAS, the City of Ashland Parks and Recreation Commission considered the above-referenced amendment to the Comprehensive Plan to adopt of the Parks, Trails and Open Space Map as an official map on December 6, 2023, January 3, 2024, and January 17, 2024, and following deliberations, recommended approval of the amendment by a unanimous vote; and

WHEREAS, the City of Ashland Planning Commission considered the above-referenced amendment to the Comprehensive Plan to adopt of the Parks, Trails and Open Space Map as an official map at a duly advertised public hearing on January 23, 2024, and following deliberations, recommended approval of the amendments by a unanimous vote; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on February 20, 2024; and

WHEREAS, the City Council of the City of Ashland, following the close of the public hearing and record, deliberated and conducted first and second readings approving adoption of the Ordinance in accordance with Article 10 of the Ashland City Charter; and

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Comprehensive Plan in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan and that such amendments are fully supported by the record of this proceeding.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. The City of Ashland Comprehensive Plan, Chapter VIII, [PARKS, OPEN SPACE, AND AESTHETICS] is hereby amended to replace the *2002 Parks, Trails and Open Space Map*, with the *Parks, Trails and Open Space Map*, attached hereto as Exhibit A, as an official City map and made a part hereof by this reference, and the Technical Memorandum is included as technical support document to the *Parks, Trails and Open Space Map,* attached hereto as Exhibit B.

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

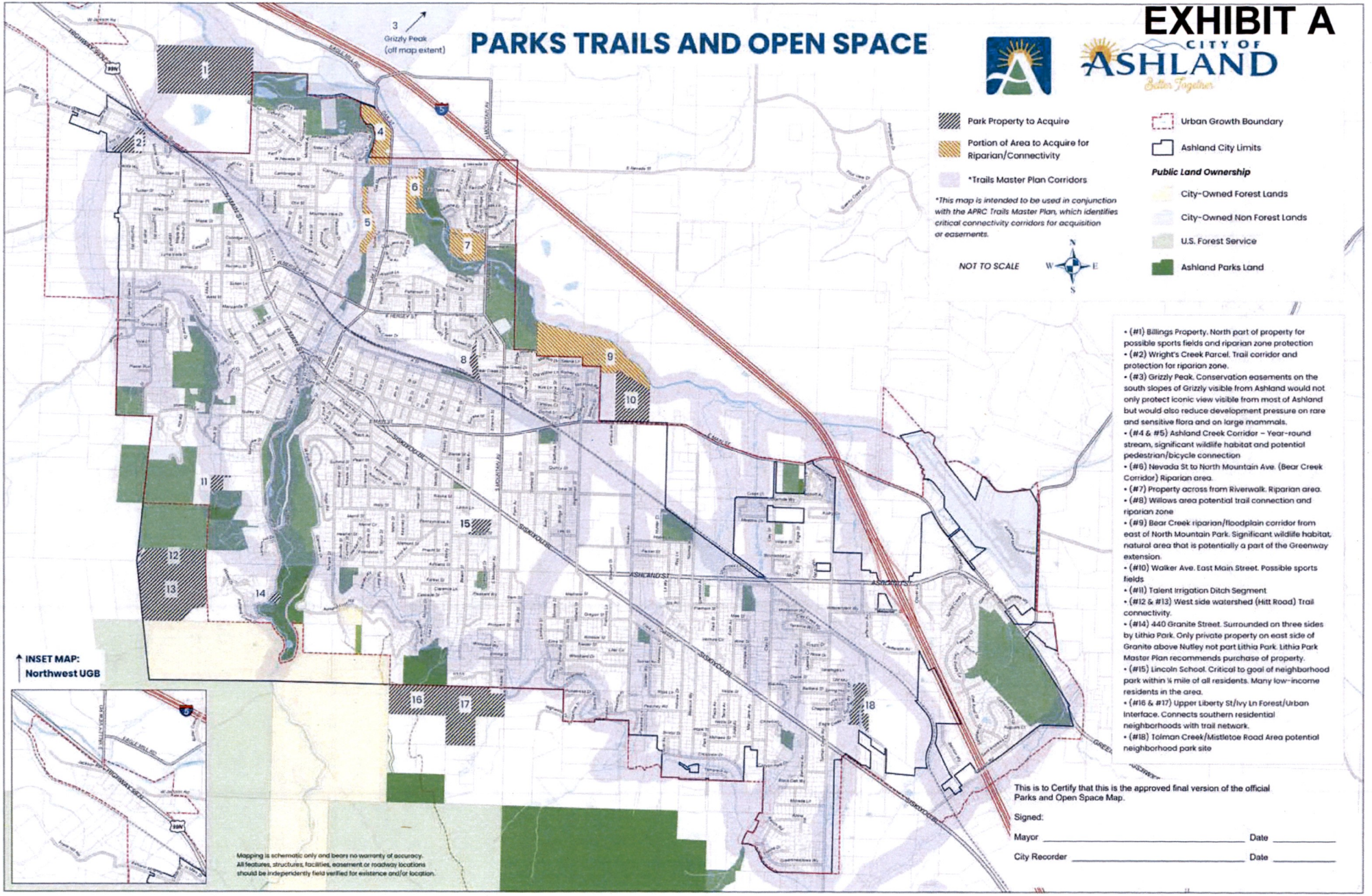
Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

EXHIBIT A

PARKS TRAILS AND OPEN SPACE

CITY OF ASHLAND
Better Together



Park Property to Acquire

Portion of Area to Acquire for Riparian/Connectivity

*Trails Master Plan Corridors

*This map is intended to be used in conjunction with the APRC Trails Master Plan, which identifies critical connectivity corridors for acquisition or easements.

NOT TO SCALE

Urban Growth Boundary

Ashland City Limits

Public Land Ownership

City-Owned Forest Lands

City-Owned Non Forest Lands

U.S. Forest Service

Ashland Parks Land

- (#1) Billings Property. North part of property for possible sports fields and riparian zone protection
- (#2) Wright's Creek Parcel. Trail corridor and protection for riparian zone.
- (#3) Grizzly Peak. Conservation easements on the south slopes of Grizzly visible from Ashland would not only protect iconic view visible from most of Ashland but would also reduce development pressure on rare and sensitive flora and on large mammals.
- (#4 & #5) Ashland Creek Corridor – Year-round stream, significant wildlife habitat and potential pedestrian/bicycle connection
- (#6) Nevada St to North Mountain Ave. (Bear Creek Corridor) Riparian area.
- (#7) Property across from Riverwalk. Riparian area.
- (#8) Willows area potential trail connection and riparian zone
- (#9) Bear Creek riparian/floodplain corridor from east of North Mountain Park. Significant wildlife habitat, natural area that is potentially a part of the Greenway extension.
- (#10) Walker Ave. East Main Street. Possible sports fields
- (#11) Talent Irrigation Ditch Segment
- (#12 & #13) West side watershed (Hitt Road) Trail connectivity.
- (#14) 440 Granite Street. Surrounded on three sides by Lithia Park. Only private property on east side of Granite above Nutley not part Lithia Park. Lithia Park Master Plan recommends purchase of property.
- (#15) Lincoln School. Critical to goal of neighborhood park within ¼ mile of all residents. Many low-income residents in the area.
- (#16 & #17) Upper Liberty St/Ivy Ln Forest/Urban Interface. Connects southern residential neighborhoods with trail network.
- (#18) Tolman Creek/Mistletoe Road Area potential neighborhood park site

This is to Certify that this is the approved final version of the official Parks and Open Space Map.

Signed:

Mayor _____ Date _____

City Recorder _____ Date _____

Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

EXHIBIT B

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Rick Landt
Jim Bachman
Justin Adams
Jim Lewis
Stefani Seffinger

Leslie Eldridge
Interim Director
541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Interim Director Eldridge

DATE: Jan 10, 2024

SUBJECT: Technical Support Document to Parks, Trails, and Open Space Map

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A goal of the Ashland Parks & Recreation Commission (APRC) Board of Commissioners' (the *"Commissioners"*) is to update the Parks, Trails, and Open Space Map (the *"map"*) every ten years. Although a "Light Update" was done by APRC in 2012, it was not reviewed and approved by City Council. The last official update of the map was done in 2002.

In preparation for the 2002 update, APRC held a series of community meetings to gather input from citizens on updating the 1991 map. Following the meetings, Commissioners developed an updated map that included changing the name of the program to the "Parks, Trails, and Open Space Map". For the 2023 update, a Parks, Trails, and Open Space Subcommittee (the "Subcommittee") was formed by the Commissioners to review the map and make recommendations. The Subcommittee has prepared the 2023 update, and that body has recommended the 2023 map for approval by the Commissioners and City Council. There have been five subcommittee meetings and three APRC meetings where public input was solicited. This Map was approved by Commissioners on January 17, 2024 and by City Council XXXX.

The current situation with Ashland's park land is very different than in 1991 when the Comprehensive Plan was first developed and approved by City Council. In 1991, Ashland had less park land per capita than Roseburg, Medford and Klamath Falls. Now, after 30-plus years of effort, Ashland's per capita park land ranks it among the State's leaders. It has been determined that procurement of land for developed parks is no longer a high priority. Additionally, since the City Charter states that "the City

Council shall not use the power of condemnation to acquire fee simple ownership of land for Open Space purposes or for trails," (Article 19a, section 2) originally more property than needed was on the map to ensure sufficient land could be acquired from willing sellers. For the reasons stated and after careful review by the Subcommittee and approval by APRC Commissioners, roughly 277 acres of property projected for purchase from the 2002 map has been removed from this updated 2023 map.

One of the goals of the City's Comprehensive Plan is to have a neighborhood park located within a 1/4 mile of every resident living inside the current city limits. With the exceptions of the Mistletoe (Croman) neighborhood, fully developed sections of the City where no open lands exist, and areas in the urban-forest interface characterized by large lots where Commissioners have deemed that the benefits are not great enough to justify the costs, sufficient property has been obtained to meet this goal. If the City's boundaries are expanded, additional property may need to be identified, for example, a part of the Billings Ranch, and acquired to meet the neighborhood goal.

The majority of properties left on the map for future purchase provide protection of significant natural areas like streams and riparian areas and/or are land and easements that provide trail connectivity. The connectivity goal is to secure land, through outright purchase, donation, grants, or easements, on which to develop a trail system that would provide connecting links to neighborhoods and additional trails throughout the City and surrounding area for non-motorized, recreational use. Efforts to accomplish this goal will be advanced through collaboration with other organizations, such as the Ashland Woodland and Trails Association, Rogue Valley Mountain Bike Association, and Southern Oregon Land Conservancy.

The APRC Trails Master Plan, which identifies critical bike and pedestrian corridors in Ashland, was approved by City Council in 2020 as a technical report supporting the Parks, Open Space, and Aesthetic Chapter (Chapter VII) of the City of Ashland Comprehensive Plan. The Parks, Trails, and Open Space Map includes a layer that represents the Trails Master Plan corridors. The map is intended to be used in conjunction with the Trails Master Plan.

ASHLAND PLANNING DIVISION

STAFF REPORT

January 23, 2024

PLANNING ACTION: PA-T3-2023-00007

APPLICANT: Ashland Parks & Recreation

ORDINANCE REFERENCES:

AMC 18.5.9 Comprehensive Plan, Zoning and Land Use Ordinance Amendments

Ashland Comprehensive Plan "Parks, Open Space, and Aesthetics" Element (Chapter VIII)

REQUEST: The application requests the adoption of an updated version of the Parks and Open Space Map by ordinance as an official map in support of the Ashland Comprehensive Plan's 'Parks, Open Space, and Aesthetics' element (Chapter VIII). This map would replace the current "Parks, Trails and Open Space Program 2002-2012" which was approved by the City Council in July of 2002.

I. Ordinance Amendments

A. Project Background

Ashland's Comprehensive Plan contains a policy within the 'Parks, Open Space and Aesthetics' Element (Chapter VIII, policy 8.16.6)) directing the City to adopt an official map that will identify the planned areas for parks, new natural areas, conservation areas and trails.

The city approved a Parks, Trails and Open Space Map on July 2, 2002, and updated the map in 2012. These maps are now outdated and no longer reflect the existing inventory of parks lands or adequately identify the properties that could be acquired or developed in furtherance of the Comprehensive Plan goal to provide the people of Ashland with a variety, quantity and quality of parks, park facilities, open spaces, trails, and visual resources sufficient for their needs.

Since May of 2022, the Parks, Trails, and Open Space Map Update Subcommittee has been working on assessing the current map and identifying necessary updates. The subcommittee completed its work in October of 2023 and sent its recommendations to the Ashland Parks and Recreation Commission (APRC). APRC will consider adoption of the updated map as an official map to support the Comprehensive Plan at its next meeting on January 16, 2024 and their recommendations from this meeting will be provided to the Planning Commission.

The Planning Commission conducted a study session to consider the proposed revisions to the existing map on November 28, 2023, and the map now comes to the Planning Commission for a public hearing to consider the proposed recommendations and make a formal recommendation to the City Council on the map's adoption.

B. Summary of Proposed Amendments

In discussing the proposed map update, Parks staff have noted that the current situation with Ashland's parkland is very different than it was in 1991, when the Comprehensive Plan was first developed and approved by the City Council. At that time, Ashland had less park land per capita than Roseburg, Medford, or Klamath Falls. Now, after 30-plus years of effort, Ashland's per capita park land ranks it among the State's leaders. One of the goals of the City's Comprehensive Plan is to have a neighborhood park located within a ¼-mile of every resident living inside the current city limits, and with the exception of the Mistletoe/Croman area, APRC has determined that sufficient property has been obtained to meet this goal.

The proposed updated map presented represents a shift in priorities from seeking to acquire park land within ¼-mile of every residence to focus much more on seeking to conserve sensitive areas along riparian corridors while improving the connectivity of Ashland's trail system. As presented, the updated map reflects the removal from the map of approximately 277 acres of property that had formerly been identified for purchase including:

- **(A)Billings Property southern portion** – only northern portion of property has potential for sports fields
- **(B & C) Helman Street Property** – within ¼ mile of Ashland Creek Park
- **(D)Helman to Oak partial corridor** – no longer available as corridor
- **(E) Cottle Phillips tiny portion to the West** – park within ¼ mile
- **(F) Upper Elkader/Roca Canyon** - developed
- **(G) Willow Wind school site** - Ashland School District owned
- **(H) Property on lower Clay Street** – developed
- **(I) Property on lower Clay Street**- park within ¼ mile
- **(J) Snowberry Brook** - developed
- **(K) Middle Clay** - park within a 1/4 mile
- **(L) Chitwood Property on Upper Clay Street** – developed
- **(M) Crowson Road Extension** – no longer needed no plans to expand
- **(N) Normal Street extension**- park within ¼ mile
- **(O) Upper Paradise Creek** – developed
- **(P) Ashland Loop Road** – acquired trail easements, no longer needed

Parks staff have indicated that the majority of properties left on the map for future purchase provide protection of significant natural areas like streams and riparian areas and/or are land and easements that provide trail connectivity. The connectivity goal is to secure land,

through outright purchase, donation, grants, or easements, on which to develop a trail system that would provide connecting links to neighborhoods and additional trails throughout the city and surrounding area for non-motorized, recreational use. Efforts to accomplish this goal will be advanced through collaboration with other organizations such as the Ashland Woodland and Trails Association, Rogue Valley Mountain Bike Association and Southern Oregon Land Conservancy.

The following properties are proposed to be designated for purchase or easement acquisition, along with their projected use:

- **(#1) Billings Property.** North part of property for possible sports fields and protection for riparian zone
- **(#2) Wright's Creek Parcel.** Trail corridor and protection for riparian zone.
- **(#3) Grizzly Peak.** Conservation easements on the south slopes of Grizzly visible from Ashland would not only protect iconic view visible from most of Ashland, but would also reduce development pressure on rare and sensitive flora and on large mammals.
- **(#4 & #5) Ashland Creek Corridor** – Year-round stream, significant wildlife habitat and potential pedestrian/bicycle connection
- **(#6) Nevada St to North Mountain Ave.** (Bear Creek Corridor) Riparian area.
- **(#7) Property across from Riverwalk.** Riparian area.
- **(#8) Willows area** – potential trail connection and riparian area.
- **(#9) Bear Creek riparian/floodplain corridor from east of North Mountain Park.** Significant wildlife habitat, natural area that is potentially a part of the Greenway extension.
- **(#10) Walker Ave. East Main Street.** Possible sports fields
- **(#11) Talent Irrigation Ditch Segment**
- **(#12 & #13) West side watershed (Hitt Road)** Trail connectivity.
- **(#14) 440 Granite Street.** Surrounded on three sides by Lithia Park. Only private property on the east side of Granite above Nutley not part Lithia Park. Lithia Park Master Plan recommends purchase of property.
- **(#15) Lincoln School.** Critical to goal of neighborhood park within ¼ mile of all residents. Many low-income residents in the area.
- **(#16 & #17) Upper Liberty St/Ivy Ln Forest/Urban Interface.** Connects southern residential neighborhoods with trail network.
- **(#18) Tolman Creek/Mistletoe Road Area** – potential neighborhood park site.

The Parks, Trails, and Open Space Map Update Subcommittee recommended adding approximately 98 acres to the map including properties numbered 12,13,14,16 and 17 in the list above.

II. Procedural

Applications for Type III (i.e., Legislative) Plan Amendments and Zone Changes are described in the Ashland Land Use Ordinance section 18.5.9.020 as follows:

> **B. Type III.** It may be necessary from time to time to make legislative amendments in order to conform with the Comprehensive Plan or to meet other changes in circumstances or conditions. The Type III procedure applies to the creation, revision, or large-scale implementation of public policy requiring City Council approval and enactment of an ordinance; this includes adoption of regulations, zone changes for large areas, zone changes requiring comprehensive plan amendment, comprehensive plan map or text amendment, annexations (see chapter 18.5.8 for annexation information), and urban growth boundary amendments. The following planning actions shall be subject to the Type III procedure.
>
> 1. Zone changes or amendments to the Zoning Map or other official maps, except where minor amendments or corrections may be processed through the Type II procedure pursuant to subsection 18.5.9.020.A, above.
> 2. Comprehensive Plan changes, including text and map changes or changes to other official maps.
> 3. Land Use Ordinance amendments.
> 4. Urban Growth Boundary amendments.

In this instance, the build-out of a parks system that previously lagged behind many other cities in the region in terms of park land per capita and that has now, 30 years later, become a leader in the state and the associated shift to seeking to conserve sensitive streams and riparian corridors while also expanding trail system connectivity are the changes in circumstances that necessitate this map update. Staff believes that the proposed map update is clearly in line with the standards described for an update of an official map supporting the Comprehensive Plan.

III. Conclusions and Recommendations

Staff recommends that the Planning Commission recommend approval of the attached draft ordinance and adoption of the Parks, Trails & Open Space Map as an official map supporting the Ashland Comprehensive Plan's Chapter VIII 'Parks, Open Space & Aesthetics'.

If the Planning Commission recommends approval of the attached ordinance and adoption of the updated Parks & Open Space Map, staff will prepare written findings for adoption at the Commission's February 20, 2024, meeting. The Planning Commission's recommendations regarding the attached ordinance and updated Parks & Open Space Map will be forwarded to the City Council for consideration at the public hearing and First Reading of the draft Ordinance in early 2024.

Attachments

- January 10 Technical Memo from Interim Parks Director Leslie Eldridge
- January 23 Memo from Interim Parks Director Leslie Eldridge

- Adopted Parks & Open Space Map 2002-2012 for reference
- Comparison Map (Changes from 2002 to 2023) for reference
- Draft Ordinance #3232 for Council Adoption
- Draft 'Parks & Open Space Map' for Council Adoption (Ord. #3232, Exhibit A)
- Public Comments Received
  - Amy Gunter
  - Gary Schaff (2)
  - Streets for Everyone

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Rick Landt
Jim Bachman
Justin Adams
Jim Lewis
Stefani Seffinger

Leslie Eldridge
Interim Director
541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Interim Director Eldridge

DATE: January 23, 2024

SUBJECT: Ashland Parks and Recreation Commission: Parks and Open Space Map Update

---

SUMMARY

The Parks and Open Space Map is a part of the City of Ashland's Comprehensive Plan. The map is a guide for APRC land acquisition and designates properties for different usage including neighborhood parks, potential sports fields, open spaces, trail connectivity, and riparian areas. It is intended to be used in conjunction with the APRC Trails Master Plan, which was approved by APRC, City Planning, Public Works and Transportation Commission in 2020 as a technical report supporting the Parks, Open Space, and Aesthetic Chapter (Chapter VII) of the City of Ashland Comprehensive Plan.

POLICIES, PLANS & GOALS SUPPORTED

APRC Goal #6: Continue to improve and develop our watershed pedestrian and MTB trail network, including connectivity to adjacent National Forest Land and town centers on city ownership, as well as securing easements on private property that protect public access to this network.

Council Priorities:

Planning and Growth- Protecting the community's character; community land use planning.

Quality of Life: Open space and parks improvements (trails, wildlife habitat protection, etc.)

Economic Opportunity/Vitality: Attract more families to live in Ashland.

BACKGROUND AND ADDITIONAL INFORMATION

The last official update of the Map was done in 2002 with a "Light Update" done by APRC in 2012. The current situation with Ashland's park land is very different than in 1991 when the Comprehensive Plan was first

developed and approved by City Council. At that time, Ashland had less park land per capita than Roseburg, Medford, and Klamath Falls. Now, after 30-plus years of effort, Ashland's per capita park land ranks it among the State's leaders. One of the goals of the City's Comprehensive Plan is to have a neighborhood park located within a 1/4 mile of every resident living inside the current city limits. Except for the Mistletoe (Croman) area Commissioners have deemed that sufficient property has been obtained to meet this goal.

The APRC Trails Master Plan, which identifies critical bike and pedestrian corridors in Ashland, was approved by City Council in 2020 as a technical report supporting the Parks, Open Space, and Aesthetic Chapter (Chapter VII) of the City of Ashland Comprehensive Plan.

Since May of 2022 the Parks, Trails, and Open Space Map Update Subcommittee has been working on assessing the current map. The subcommittee completed its work in October of 2023 and sent its recommendations to the Parks Commissioners. At the October 5 APRC Business Meeting, Commissioners unanimously recommended the updated map for review by the Planning Commission and approval by City Council.

APRC Recommendations

APRC recommends that approximately 277 acres of property that had been formerly identified for purchase be removed from the Map.

Properties Removed from Map (shown on the "Comparison Map" only)

- (A)Billings Property southern portion – only northern portion of property has potential for sports fields
- (B & C) Helman Street Property – within ¼ mile of Ashland Creek Park
- (D)Helman to Oak partial corridor – no longer available as corridor
- (E) Cottle Phillips tiny portion to the West – park within ¼ mile
- (F) Upper Elkader/Roca Cannon - developed
- (G) Willow Wind school site - Ashland School District owned
- (H) Property on lower Clay Street – developed
- (I) Property on lower Clay Street- park within ¼ mile
- (J) Snowberry Brook - developed
- (K) Middle Clay- park within a 1/4 mile
- (L) Chitwood Property on Upper Clay Street – developed
- (M) Crowson Road Extension – no longer needed no plans to expand OKGC
- (N) Normal Street extension- park within ¼ mile
- (O) Upper Paradise Creek – developed
- (P) Ashland Loop Road – acquired trail easements, no longer needed

The majority of properties left on the map for future purchase provide protection of significant natural areas like streams and riparian areas and/or are land and easements that provide trail connectivity. The connectivity goal is to secure land, through outright purchase, donation, grants, or easements, on which to develop a trail system that would provide connecting links to neighborhoods and additional trails throughout the City and surrounding area for non-motorized, recreational use. Efforts to accomplish this goal will be advanced through collaboration with other organizations, such as the Ashland Woodland and Trails Association, Rogue Valley Mountain Bike Association and Southern Oregon Land Conservancy.

Properties Designated Purchase or Easements and Projected Use

- (#1) Billings Property. North part of property for possible sports fields and protection for riparian zone
- (#2) Wright's Creek Parcel. Trail corridor and protection for riparian zone.
- (#3) Grizzly Peak. Conservation easements on the south slopes of Grizzly visible from Ashland would not only protect iconic view visible form most of Ashland, but would also reduce development pressure on rare and sensitive flora and on large mammals.
- (#4 & #5) Ashland Creek Corridor – Year-round stream, significant wildlife habitat and potential pedestrian/bicycle connection
- (#6) Nevada St to North Mountain Ave. (Bear Creek Corridor) Riparian area.
- (#7) Property across from Riverwalk. Riparian area.
- (#8) Willows area – potential trail connection and riparian area.
- (#9) Bear Creek riparian/floodplain corridor from east of North Mountain Park. Significant wildlife habitat, natural area that is potentially a part of the Greenway extension.
- (#10) Walker Ave. East Main Street. Possible sports fields
- (#11) Talent Irrigation Ditch Segment
- (#12 & #13) West side watershed (Hitt Road) Trail connectivity.
- (#14) 440 Granite Street. Surrounded on three sides by Lithia Park. Only private property on the east side of Granite above Nutley not part Lithia Park. Lithia Park Master Plan recommends purchase of property.
- (#15) Lincoln School. Critical to goal of neighborhood park within ¼ mile of all residents. Many low-income residents in the area.
- (#16 & #17) Upper Liberty St/Ivy Ln Forest/Urban Interface. Connects southern residential neighborhoods with trail network.
- (#18) Tolman Creek/Mistletoe Road Area – potential neighborhood park site.

FISCAL IMPACTS

No fiscal impacts

REFERENCES & ATTACHMENTS

Council Business Meeting

March 5th, 2024

Agenda Item	Finance Update – Second Quarter Results for Period Ending December 2023	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us (541) 552-2015	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

On a quarterly basis, the Finance Department presents the current quarter-end financial statements and provides a review of significant items. Finance will also provide departmental updates as well as an outlook for the remainder of the year.

POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance goal:

"To ensure on-going fiscal ability to provide desired and required services at an acceptable level."

BACKGROUND AND ADDITIONAL INFORMATION

We will be reviewing the six-month period ending December 31, 2023, which is in the first year of the budget biennium.

The December 2023 Financial Statements are provided, which include the Summary of Fund Balances, the Statement of Revenue and Expenditure for each fund and city-wide, and the Summary of Cash & Investments. These reflect that the City is tracking as generally expected, and expenditures are within budget. We will review current revenues received to-date and discuss the forecast for the remainder of the year.

The presentation will also include a Finance Department Update, which will cover re-banding the Audit Committee, an update on Utility Billing and staffing, and other key items of interest.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

N/A

REFERENCES & ATTACHMENTS

Attachment 1: December 2023 FY24 Financial Statements

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
110	**General Fund**							
	Taxes	$ 16,990,766	$ 24,638,791	69.0%	102.2%	$ 16,628,201	$ 23,302,862	71.4%
	Licenses and Permits	758,098	1,264,100	60.0%	134.0%	565,836	1,068,226	53.0%
	Intergovernmental	425,793	2,660,064	16.0%	22.4%	1,900,949	4,041,869	47.0%
	Charges for Services	5,108,526	13,037,604	39.2%	68.4%	7,469,860	12,521,935	59.7%
	Fines	172,822	174,500	99.0%	190.0%	90,954	220,916	41.2%
	Interest on Investments	312,307	300,000	104.1%	203.8%	153,214	464,243	33.0%
	Miscellaneous	164,989	84,150	196.1%	378.6%	43,575	214,022	20.4%
	Transfer In (City General Fund)	-	-	N/A	0.0%	1,773,498	3,546,996	50.0%
	Transfer In (Parks CIP Fund)	-	-	N/A	N/A	-	-	N/A
	Transfer In (Parks CIP)	-	422,545	0.0%	0.0%	-	-	N/A
	Transfer In (Water Fund)	50,000	50,000	100.0%	100.0%	50,000	50,000	100.0%
	Transfer In (Cemetery)	15,101	148,364	10.2%	185.6%	8,137	20,826	39.1%
	Total Revenues and Other Sources	23,998,403	42,780,118	56.1%	83.7%	28,684,224	45,451,895	63.1%
	Administration Department	2,037,653	4,625,295	44.1%	238.6%	853,915	2,032,558	42.0%
	Administration - Municipal Court	232,082	544,256	42.6%	118.1%	196,444	414,831	47.4%
	Administration - Health Benefits Fund	-	-	N/A	0.0%	2,517,823	2,668,448	94.4%
	Information Technology Department	877,179	2,350,890	37.3%	155.6%	563,796	1,315,699	42.9%
	Finance Department	1,435,236	3,259,278	44.0%	110.4%	1,300,505	2,504,582	51.9%
	City Recorder	103,841	283,519	36.6%	99.6%	104,254	227,266	45.9%
	Police Department	4,152,058	9,203,005	45.1%	116.2%	3,572,530	6,865,534	52.0%
	Fire and Rescue Department	6,300,297	14,916,007	42.2%	111.0%	5,678,472	10,952,799	51.8%
	Public Works Department	1,301,670	5,085,801	25.6%	88.7%	1,467,604	2,986,759	49.1%
	Community Development	939,908	2,471,617	38.0%	101.3%	928,119	1,804,429	51.4%
	Parks Department	2,850,575	7,141,629	39.9%	83.8%	3,400,451	6,771,629	50.2%
	Transfer Out (Parks)	-	-	N/A	0.0%	1,773,498	3,546,996	50.0%
	Transfer out (Tourism Fund)	-	-	N/A	0.0%	775,474	775,474	100.0%
	Transfer Out (Housing Fund)	-	100,000	0.0%	N/A	-	-	N/A
	Transfer Out (Capital Improvements)	-	100,000	0.0%	N/A	-	-	N/A
	Transfer Out (Debt Service Fund)	-	110,000	0.0%	N/A	-	-	N/A
	Transfer Out (Cemetery Fund)	500	500	100.0%	100.0%	500	500	100.0%
	Contingency	-	857,443	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	20,231,000	51,049,240	39.6%	87.5%	23,133,384	42,867,504	54.0%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	3,767,403	(8,269,122)	145.6%	67.9%	5,550,840	2,584,391	214.8%
	Beginning Fund Balance	**21,710,158**	19,559,426	111.0%	113.5%	19,125,767	19,125,767	100.0%
	Ending Fund Balance	$ 25,477,561	$ 11,290,304	225.7%	103.2%	$ 24,676,607	**$ 21,710,158**	113.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	724,923						
	Unassigned Fund Balance	$ 24,752,638						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
230	**Tourism Fund**							
	Taxes	$ 242,193	$ 947,438	25.6%	99.2%	$ 244,238	$ 870,482	28.1%
	Interest	14,341	12,000	119.5%	253.6%	5,655	17,267	32.7%
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Transfer In (General Fund)	-	-	N/A	0.0%	775,474	775,474	100.0%
	Total Revenues and Other Sources	256,534	959,438	26.7%	25.0%	1,025,367	1,663,223	N/A
	Personnel Services	38,640	71,970	53.7%	161.1%	23,988	59,478	40.3%
	Materials and Services	284,870	1,161,338	24.5%	85.5%	333,161	611,663	54.5%
	Contingency		37,051	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	323,509	1,270,359	25.5%	90.6%	357,149	671,141	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(66,975)	(310,921)	78.5%	-10.0%	668,218	992,082	67.4%
	Beginning Fund Balance	**992,082**	1,015,037	97.7%	N/A	-	-	N/A
	Ending Fund Balance	$ 925,107	$ 704,116	131.4%	138.4%	$ 668,218	**$ 992,082**	67.4%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	925,107						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

	Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				**Prior Fiscal Year**		
240 Housing Fund							
Taxes	$ -	$ -	N/A	N/A	$ -	$ -	N/A
Intergovernmental	-	-	N/A	N/A	-	-	N/A
Interest on Investments	3,880	1,000	388.0%	171.3%	2,265	10,631	21.3%
Miscellaneous	-	-	N/A	N/A	-	4,800	0.0%
Transfer In (General Fund)	-	100,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	3,880	101,000	3.8%	171.3%	2,265	15,431	14.7%
Personnel Services	-	-	N/A	N/A	-	-	N/A
Materials and Services	-	200,000	0.0%	0.0%	7,130	55,969	12.7%
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	-	200,000	0.0%	0.0%	7,130	55,969	12.7%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	3,880	(99,000)	103.9%	-79.7%	(4,866)	(40,538)	12.0%
Beginning Fund Balance	**240,123**	221,798	108.3%	85.6%	280,661	280,661	100.0%
Ending Fund Balance	$ 244,003	$ 122,798	198.7%	88.5%	$ 275,795	**$ 240,123**	114.9%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	244,003						
Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
250	**Community Development Block Fund**							
	Intergovernmental	$ 14,648	$ 201,812	7.3%	9.2%	$ 159,392	$ 256,256	62.2%
	Total Revenues and Other Sources	14,648	201,812	7.3%	9.2%	159,392	256,256	62.2%
	Personnel Services	29,355	34,407	85.3%	227.9%	12,878	37,179	34.6%
	Materials and Services	14,648	204,024	7.2%	9.2%	159,392	219,077	72.8%
	Total Expenditures and Other Uses	44,003	238,431	18.5%	25.5%	172,271	256,256	67.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(29,355)	(36,619)	19.8%	227.9%	(12,878)	-	N/A
	Beginning Fund Balance	**36,617**	36,619	100.0%	100.0%	36,617	36,617	100.0%
	Ending Fund Balance	$ 7,262	$ -	0.0%	30.6%	$ 23,739	**$ 36,617**	64.8%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	7,262						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
255	**Reserve Fund**							
	Interest on Investments	$ 28,796	$ 25,000	115.2%	187.4%	$ 15,365	$ 39,451	38.9%
	Total Revenues and Other Sources	28,796	25,000	115.2%	115.2%	15,365	39,451	38.9%
	Interfund Loan (Health Benefits Fund)	-	-	N/A	N/A	-	-	N/A
	Operating Transfer out	-	-	N/A	N/A	-	-	N/A
	Total Expenditures and Other Uses	-	-	N/A	N/A	-	-	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	28,796	25,000	115.2%	187.4%	15,365	39,451	38.9%
	Beginning Fund Balance	**1,794,212**	1,784,761	100.5%	102.2%	1,754,761	1,754,761	100.0%
	Ending Fund Balance	$ 1,823,008	$ 1,809,761	100.7%	103.0%	$ 1,770,126	**$ 1,794,212**	98.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	1,823,008						
	Unassigned Fund Balance	$ (0)						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
260	**Street Fund**							
	Taxes	$ 744,622	$ 2,346,102	31.7%	198.0%	$ 376,082	$ 788,818	47.7%
	Intergovernmental	854,222	1,652,500	51.7%	99.2%	860,985	1,686,912	51.0%
	Charges for Services - Rates	846,471	1,666,100	50.8%	102.6%	824,704	1,687,905	48.9%
	Charges for Services - Misc. Service Fees	-	15,000	0.0%	0.0%	406	406	100.0%
	System Development Charges	(2,012)	-	N/A	N/A	-	-	N/A
	Assessments	-	3,000	0.0%	0.0%	291	1,455	20.0%
	Interest on Investments	31,202	80,000	39.0%	70.0%	44,570	114,013	39.1%
	Miscellaneous	641	-	N/A	8.5%	7,501	9,221	81.3%
	Other Financing Sources	-	8,984,110	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	2,475,145	14,746,812	16.8%	117.1%	2,114,539	4,288,729	49.3%
	Public Works - Ground Maintenance	86,427	270,000	32.0%	66.3%	130,412	240,233	54.3%
	Public Works - Street Operations	3,996,862	10,583,812	37.8%	183.1%	2,183,153	4,943,326	44.2%
	Public Works - Street Operations Debt	-	2,423,865	0.0%	0.0%	74,931	-	N/A
	Public Works - Transportation SDC's	-	-	N/A	N/A	-	-	N/A
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
	Contingency	-	130,294	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	4,083,289	13,407,971	30.5%	171.0%	2,388,496	5,183,559	46.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(1,608,144)	1,338,841	-120.1%	587.0%	(273,956)	(894,830)	30.6%
	Beginning Fund Balance	**1,818,350**	1,701,979	106.8%	32.8%	5,535,938	5,535,938	100.0%
	Ending Fund Balance	$ 210,206	$ 3,040,820	6.9%	4.0%	$ 5,261,981	**$ 4,641,108**	113.4%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	210,206						
	Unassigned Fund Balance	$ 0						

* Due to the creation of SDC funds, the fund balances do not represent the same presentation as FY23 year-end.

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
263	**SDC Street Fund**							
	System Development Charges	$ 119,815	$ 150,000	79.9%	127.2%	$ 94,201	$ 155,273	60.7%
	Interest on Investments	33,983	-	N/A	N/A	-	-	N/A
	Other Financing Sources	-	1,516,950	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	153,798	1,666,950	9.2%	163.3%	94,201	155,273	60.7%
	Materials and Services	-	25,000	0.0%	N/A	-	-	N/A
	Capital Outlay	-	1,516,950	0.0%	N/A	-	-	N/A
	Contingency	-	46,259	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	-	1,588,209	0.0%	N/A	-	-	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	153,798	78,741	195.3%	163.3%	94,201	155,273	60.7%
	Beginning Fund Balance	**2,978,031**	3,002,755	99.2%	N/A	-	-	N/A
	Ending Fund Balance	$ 3,131,829	$ 3,081,496	101.6%	3324.6%	$ 94,201	**$ 155,273**	60.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	3,131,829						
	Unassigned Fund Balance	$ -						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

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		Current Fiscal Year				Prior Fiscal Year		
280	**Airport Fund**							
	Intergovernmental	$ 1,935,686	$ 1,529,700	126.5%	N/A	$ -	$ 77,798	0.0%
	Charges for Services - Rates	79,898	170,000	47.0%	75.9%	105,324	198,047	53.2%
	Interest on Investments	3,862	3,000	128.7%	154.5%	2,500	6,740	37.1%
	Miscellaneous	-	-	N/A	N/A	4,622	4,622	100.0%
	Total Revenues and Other Sources	2,019,446	1,702,700	118.6%	1795.9%	112,445	287,207	39.2%
	Materials and Services	30,941	95,350	32.5%	79.1%	39,134	72,919	53.7%
	Capital Outlay	2,797,561	1,613,000	173.4%	5569.4%	50,231	113,463	44.3%
	Contingency	-	2,861	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	2,828,502	1,711,211	165.3%	3165.1%	89,365	186,382	47.9%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(809,056)	(8,511)	-9406.0%	-3505.5%	23,080	100,825	22.9%
	Beginning Fund Balance *	**398,996**	86,831	459.5%	133.8%	298,171	298,171	100.0%
	Ending Fund Balance	$ (410,060)	$ 78,320	-523.6%	-127.6%	$ 321,252	**$ 398,996**	80.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	(410,060)						
	Unassigned Fund Balance	$ (0)						

* Negative Airport balance is due to timing of grant revenue anticipated to be received in following quarter

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

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		Current Fiscal Year				Prior Fiscal Year		
410	**Capital Improvements Fund**							
	Intergovernmental	$ 1,158,200	$ 2,058,100	56.3%	56.3%	$ -	$ -	N/A
	Charges for Services - Misc. Service fees	107,370	-	56.3%	56.3%	105,771	207,475	51.0%
	System Development Charges - Parks	(4,303)	-	56.3%	56.3%	-	-	N/A
	Interest on Investments	17,740	10,000	177.4%	169.4%	10,474	27,519	38.1%
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Transfer In (General Fund)	-	100,000	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	1,279,007	2,168,100	59.0%	1100.3%	116,244	234,994	49.5%
	Public Works - Capital Outlay	1,182,998	3,111,174	38.0%	9486.7%	12,470	44,932	27.8%
	Finance - Open Space (Parks)	-	-	N/A	N/A	-	5,000	0.0%
	Transfer Out (Debt Service Fund)	-	-	N/A	0.0%	110,000	110,000	100.0%
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
	Contingency	-	-	N/A	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,182,998	3,111,174	38.0%	965.9%	122,470	159,932	76.6%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	96,009	(943,074)	110.2%	-1542.1%	(6,226)	75,062	-8.3%
	Beginning Fund Balance	**998,426**	1,035,362	96.4%	82.6%	1,208,242	1,208,242	100.0%
	Ending Fund Balance	$ 1,094,435	$ 92,288	1185.9%	91.0%	$ 1,202,016	**$ 1,283,304**	93.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	1,094,435						
	Unassigned Fund Balance	$ (0)						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
411	**Parks Capital Improvement Fund**							
	Taxes	$ 261,275	$ 803,460	32.5%	28.2%	$ 928,063	$ 2,905,207	31.9%
	Intergovernmental	101,000	1,889,600	5.3%	91.8%	110,000	110,000	100.0%
	Interest on Investments	53,675	30,000	178.9%	317.5%	16,907	55,025	30.7%
	Miscellaneous	-	50,000	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	415,950	2,773,060	15.0%	39.4%	1,054,970	3,070,232	34.4%
	Materials and Services	-	-	N/A	N/A	-	4,675	0.0%
	Capital Outlay	731,276	6,216,100	11.8%	146.3%	499,821	881,483	56.7%
	Transfer Out (Debt Service Fund)	38,831	186,347	20.8%	20.6%	188,596	188,596	100.0%
	Transfer Out (General Fund)	-	422,545	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	770,107	6,824,992	11.3%	111.9%	688,417	1,074,754	64.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(354,157)	(4,051,932)	91.3%	-96.6%	366,553	1,995,478	18.4%
	Beginning Fund Balance	**3,973,971**	5,590,786	71.1%	200.9%	1,978,493	1,978,493	100.0%
	Ending Fund Balance	$ 3,619,814	$ 1,538,854	235.2%	154.4%	$ 2,345,047	**$ 3,973,971**	59.0%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	3,619,814						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
413	**SDC Parks Fund**							
	System Development Charges - Parks	53,715	50,000	107.4%	407.5%	13,181	35,690	36.9%
	Interest on Investments	4,094	-	N/A	N/A	-		N/A
	Miscellaneous	-	-	N/A	N/A	-		N/A
	Total Revenues and Other Sources	57,809	50,000	115.6%	438.6%	13,181	35,690	36.9%
	Materials and Services	-	-	N/A	N/A	-	-	N/A
	Capital Outlay	-	227,832	0.0%	N/A	-	-	N/A
	Contingency	-	6,835	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	-	234,667	0.0%	N/A	-	-	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	57,809	(184,667)	131.3%	438.6%	13,181	35,690	36.9%
	Beginning Fund Balance	**320,568**	284,878	112.5%	N/A	-		N/A
	Ending Fund Balance	$ 378,378	$ 100,211	377.6%	2870.5%	$ 13,181	**$ 35,690**	36.9%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	378,378						
	Unassigned Fund Balance	$ -						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
530	**Debt Services**							
	Taxes	$ 184,791	$ 206,238	89.6%	94.4%	$ 195,720	$ 213,819	91.5%
	Charges for Services - Internal	630,798	1,261,595	50.0%	100.0%	630,686	1,261,373	50.0%
	Interest on Investments	4,775	9,000	53.1%	136.7%	3,493	16,050	21.8%
	Transfer In (General Fund)	-	110,000	0.0%	0.0%	110,000	110,000	100.0%
	Transfer In (Parks CIP)	38,831	186,347	20.8%	20.6%	188,596	188,596	100.0%
	Total Revenues and Other Sources	859,194	1,773,180	48.5%	76.1%	1,128,495	1,789,838	63.1%
	Debt Service	1,361,052	1,757,126	77.5%	101.5%	1,341,162	1,757,747	76.3%
	Total Expenditures and Other Uses	1,361,052	1,757,126	77.5%	101.5%	1,341,162	1,757,747	76.3%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(501,857)	16,054	-3126.1%	236.0%	(212,667)	32,091	-662.7%
	Beginning Fund Balance	**1,041,892**	815,165	127.8%	103.2%	1,009,801	1,009,801	100.0%
	Ending Fund Balance	$ 540,035	$ 831,219	65.0%	67.7%	$ 797,134	**$ 1,041,892**	76.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	540,035						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
670	**Water Fund**							
	Intergovernmental	$ 45,740	$ -	N/A	N/A	$ -	$ 26,250	0.0%
	Charges for Services - Rates	5,177,913	8,555,000	60.5%	100.2%	5,168,416	8,585,183	60.2%
	Charges for Services - Misc. Service Fees	52,943	89,000	59.5%	270.1%	19,605	45,677	42.9%
	System Development Charges	(18,148)	-	N/A	N/A	-		0.0%
	Interest on Investments	221,504	200,000	110.8%	185.7%	119,297	304,255	39.2%
	Miscellaneous	1,278	25,000	5.1%	4578.7%	28	1,289	2.2%
	Other Financing Sources	-	8,760,062	0.0%	N/A	-	2,151,168	0.0%
	Total Revenues and Other Sources	5,481,230	17,629,062	31.1%	103.3%	5,307,344	11,113,822	47.8%
	Public Works - Conservation	41,753	294,439	14.2%	65.6%	63,684	111,717	57.0%
	Public Works - Water Supply	542,348	4,993,034	10.9%	122.7%	442,002	963,353	45.9%
	Public Works - Water Supply Debt	118,500	118,502	100.0%	92.7%	127,843	127,843	100.0%
	Public Works - Water Distribution	2,194,758	7,772,570	28.2%	117.9%	1,861,859	3,759,910	49.5%
	Public Works - Water Distribution Debt	197,581	206,009	95.9%	76.3%	259,071	269,195	96.2%
	Public Works - Water Treatment	821,877	6,244,414	13.2%	62.8%	1,308,900	3,535,917	37.0%
	Public Works - Water Treatment Debt	5,563	448,695	1.2%	7.6%	72,882	73,495	99.2%
	Debt Service	-	-	N/A	N/A	-	-	N/A
	Transfer Out (General Fund to AFR)	50,000	50,000	100.0%	100.0%	50,000	50,000	100.0%
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
	Contingency	-	219,645	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	3,972,381	20,347,308	19.5%	94.9%	4,186,240	8,891,430	47.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,508,849	(2,718,246)	155.5%	134.6%	1,121,104	2,222,392	50.4%
	Beginning Fund Balance	**15,359,485**	12,341,551	124.5%	107.4%	14,299,291	14,299,291	100.0%
	Ending Fund Balance	$ 16,868,334	$ 9,623,305	175.3%	109.4%	$ 15,420,396	**$ 16,521,683**	93.3%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	6,000,000						
	Unassigned Fund Balance	$ 10,868,334						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
673	**SDC Water Fund**							
	System Development Charges - Water	141,493	175,000	80.9%	152.7%	92,676	175,610	52.8%
	Interest on Investments	10,764	-	N/A	N/A	-		N/A
	Miscellaneous	-	-	N/A	N/A	-		N/A
	Other Financing Sources		2,712,021	0.0%	N/A		-	N/A
	Total Revenues and Other Sources	152,257	2,887,021	5.3%	164.3%	92,676	175,610	52.8%
	Materials and Services	-	150,000	0.0%	0.0%	-	-	N/A
	Capital Outlay	19,394	3,139,129	0.6%	N/A	-		N/A
	Public Works - Debt SDC's	81,878	205,256	39.9%	N/A	33,633	33,333	100.9%
	Public Works - Improvement SDC's	-	-	N/A	0.0%	172,759	443,393	39.0%
	Contingency	-	103,587	0.0%	N/A	-		N/A
	Total Expenditures and Other Uses	101,272	3,597,972	2.8%	49.1%	206,392	476,726	43.3%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	50,985	(710,951)	107.2%	-44.8%	(113,716)	(301,116)	37.8%
	Beginning Fund Balance	**861,082**	1,183,793	72.7%	N/A	-		N/A
	Ending Fund Balance	$ 912,068	$ 472,842	192.9%	-802.1%	$ (113,716)	$ **(301,116)**	37.8%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	912,068						
	Unassigned Fund Balance	$ -						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
675	**Wastewater Fund**							
	Taxes	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Intergovernmental	-	-	N/A	N/A	-	-	N/A
	Charges for Services - Rates	3,269,742	6,200,000	52.7%	100.8%	3,242,375	6,390,372	50.7%
	Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
	System Development Charges	(4,156)	-	N/A	N/A	-	-	N/A
	Interest on Investments	84,962	80,000	106.2%	136.6%	62,189	156,722	39.7%
	Miscellaneous	-	-	N/A	0.0%	63	957	6.6%
	Other Financing Sources	(738)	4,175,146	0.0%	-0.2%	478,085	4,090,784	11.7%
	Total Revenues and Other Sources	3,349,811	10,455,146	32.0%	88.6%	3,782,712	10,638,835	35.6%
	Public Works - Wastewater Collection	1,230,680	3,680,667	33.4%	102.8%	1,197,238	2,334,818	51.3%
	Public Works - Wastewater Collection Debt	42,428	44,456	95.4%	99.1%	42,828	45,256	94.6%
	Public Works - Wastewater Treatment	2,791,138	6,534,208	42.7%	83.6%	3,338,282	7,767,104	43.0%
	Public Works - Wastewater Treatment Debt	61,088	127,699	47.8%	100.0%	61,088	128,251	47.6%
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
	Contingency	-	179,633	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	4,125,333	10,566,663	39.0%	88.9%	4,639,435	10,275,429	45.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(775,523)	(111,517)	-595.4%	90.5%	(856,724)	363,406	-235.7%
	Beginning Fund Balance	**6,471,665**	4,407,490	146.8%	77.6%	8,336,733	8,336,733	100.0%
	Ending Fund Balance	$ 5,696,143	$ 4,295,973	132.6%	76.2%	$ 7,480,009	**$ 8,700,139**	86.0%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 5,696,143						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
677	**SDC Sewer Fund**							
	System Development Charges - Wastewater	167,122	150,000	111.4%	253.9%	65,830	132,155	49.8%
	Interest on Investments	26,129	-	N/A	N/A	-	-	N/A
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Other Financing Sources	-	658,294	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	193,251	808,294	23.9%	293.6%	65,830	132,155	49.8%
	Materials and Services	-	-	N/A	N/A	-	-	N/A
	Capital Outlay	187,889	747,450	25.1%	N/A	-	-	N/A
	Public Works - Debt SDC's	-	-	N/A	N/A		-	N/A
	Public Works - Improvements SDC's	-	-	N/A	0.0%	55,365	125,291	44.2%
	Contingency	-	22,424	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	187,889	769,874	24.4%	339.4%	55,365	125,291	44.2%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	5,362	38,420	14.0%	51.2%	10,465	6,864	152.5%
	Beginning Fund Balance	**2,235,338**	1,585,034	141.0%	N/A	-		N/A
	Ending Fund Balance	$ 2,240,699	$ 1,623,454	138.0%	21412.2%	$ 10,465	**$ 6,864**	152.5%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	2,240,699						
	Unassigned Fund Balance	$ -						

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City of Ashland

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		Current Fiscal Year				Prior Fiscal Year		
680	**Stormwater Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Rates	401,168	775,000	51.8%	102.3%	392,085	800,610	49.0%
	Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
	System Development Charges	(1,151)	-	N/A	N/A	-	-	N/A
	Interest on Investments	30,715	16,000	192.0%	194.0%	15,834	41,088	38.5%
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Other Financing Sources	-	390,220	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	430,733	1,181,220	36.5%	105.6%	407,918	841,698	48.5%
	Public Works - Storm Water Operations	435,247	1,665,767	26.1%	134.2%	324,247	670,811	48.3%
	Public Works - Storm Water Operations Debt	10,625	11,150	95.3%	99.1%	10,725	11,350	94.5%
	Contingency	-	32,043	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	445,872	1,708,960	26.1%	133.1%	334,972	682,161	49.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(15,139)	(527,740)	97.1%	-20.8%	72,947	159,537	45.7%
	Beginning Fund Balance	**2,042,119**	2,036,637	100.3%	109.4%	1,867,493	1,867,493	100.0%
	Ending Fund Balance	$ 2,026,980	$ 1,508,897	134.3%	104.5%	$ 1,940,440	**$ 2,027,030**	95.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 2,026,980						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

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		Current Fiscal Year				Prior Fiscal Year		
683	**SDC Storm Fund**							
	System Development Charges - Wastewater	12,138	30,000	40.5%	132.4%	9,165	15,089	60.7%
	Interest on Investments	74	-	N/A	N/A	-	-	N/A
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Other Financing Sources	-	-	N/A	N/A	-	-	N/A
	Total Revenues and Other Sources	12,212	30,000	40.7%	133.2%	9,165	15,089	60.7%
	Materials and Services	-	-	N/A	N/A	-	-	N/A
	Capital Outlay	-	15,169	0.0%	N/A	-	-	N/A
	Public Works - Debt SDC's		-	N/A	N/A		-	N/A
	Public Works - Storm Water SDC's	-	-	N/A	N/A		-	N/A
	Contingency	-	455	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	-	15,624	0.0%	N/A	-	-	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	12,212	14,376	84.9%	133.2%	9,165	15,089	60.7%
	Beginning Fund Balance	-	14,954	0.0%	N/A	-		N/A
	Ending Fund Balance	$ 12,212	$ 29,330	41.6%	133.2%	$ 9,165	$ 15,089	60.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	12,212						
	Unassigned Fund Balance	$ -						

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City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

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		Current Fiscal Year				Prior Fiscal Year		
690	**Electric Fund**							
	Intergovernmental	$ 317,887	$ 1,150,000	27.6%	N/A	$ 12,618	$ 12,618	100.0%
	Charges for Services - Rates	8,281,387	17,609,673	47.0%	97.1%	8,527,984	17,733,520	48.1%
	Charges for Services - Misc. Service Fees	160,109	268,000	59.7%	54.6%	293,057	471,103	62.2%
	Interest on Investments	104,950	65,000	161.5%	254.9%	41,172	116,165	35.4%
	Miscellaneous	332,404	292,000	113.8%	106.0%	313,487	337,473	92.9%
	Other Financing Sources	-	3,000,000	0.0%	N/A	-	-	N/A
	Total Revenues and Other Sources	9,196,737	22,384,673	41.1%	100.1%	9,188,319	18,670,879	49.2%
	Administration - Conservation	440,655	1,587,981	27.7%	124.9%	352,784	812,038	43.4%
	Electric - Supply	1,890,070	7,670,000	24.6%	72.5%	2,607,145	5,912,216	44.1%
	Electric - Distribution	4,840,508	10,504,237	46.1%	100.5%	4,815,084	8,829,686	54.5%
	Electric - Transmission	233,188	1,100,000	21.2%	56.6%	411,814	972,754	42.3%
	Debt Service	-	243,663	0.0%	N/A	-	-	N/A
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-		N/A
	Contingency	-	565,976	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	7,404,421	21,671,857	34.2%	90.4%	8,186,827	16,526,694	49.5%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,792,316	712,816	251.4%	179.0%	1,001,492	2,144,185	46.7%
	Beginning Fund Balance	**7,168,132**	6,080,192	117.9%	142.7%	5,023,947	5,023,947	100.0%
	Ending Fund Balance	$ 8,960,448	$ 6,793,008	131.9%	148.7%	$ 6,025,439	**$ 7,168,132**	84.1%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	$ 8,960,448						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
695	**Telecommunications Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Rates	1,400,043	2,679,467	52.3%	99.5%	1,407,612	2,817,541	50.0%
	Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
	Interest on Investments	43,706	45,000	97.1%	207.2%	21,098	56,319	37.5%
	Total Revenues and Other Sources	1,443,749	2,724,467	53.0%	101.1%	1,428,710	2,873,860	49.7%
	Personnel Services	369,806	1,054,852	35.1%	94.3%	392,257	720,249	54.5%
	Materials & Services	561,233	1,332,196	42.1%	111.0%	505,740	1,073,265	47.1%
	Capital Outlay	17,455	1,139,375	1.5%	127.8%	13,662	72,468	18.9%
	Debt - Transfer to Debt Service Fund	258,723	517,445	50.0%	100.3%	258,036	516,073	50.0%
	Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
	Contingency	-	87,135	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,207,216	4,131,003	29.2%	103.2%	1,169,696	2,382,055	49.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	236,534	(1,406,536)	116.8%	91.3%	259,015	491,805	52.7%
	Beginning Fund Balance	**3,175,716**	3,021,118	105.1%	118.3%	2,683,911	2,683,911	100.0%
	Ending Fund Balance	$ 3,412,250	$ 1,614,582	211.3%	115.9%	$ 2,942,926	$ **3,175,716**	92.7%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	776,166						
	Unassigned Fund Balance	$ 2,636,083						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
720	**Insurance Service Fund**							
	Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
	Charges for Services - Internal	832,593	1,692,526	49.2%	88.0%	946,500	1,896,954	49.9%
	Interest on Investments	14,416	8,000	180.2%	384.7%	3,747	17,915	20.9%
	Miscellaneous	114,671	20,000	573.4%	2666.3%	4,301	24,122	17.8%
	Transfer In (All Funds)	-	-	N/A	N/A	-	-	N/A
	Total Revenues and Other Sources	961,680	1,720,526	55.9%	100.7%	954,548	1,938,991	49.2%
	Materials and Services	1,060,543	1,528,209	69.4%	82.0%	1,293,665	1,577,177	82.0%
	Contingency	-	48,816	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,156,331	1,577,025	73.3%	89.4%	1,293,665	1,577,177	82.0%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(194,651)	143,501	-135.6%	57.4%	(339,117)	361,814	-93.7%
	Beginning Fund Balance	**1,192,624**	1,167,481	102.2%	143.5%	830,810	830,810	100.0%
	Ending Fund Balance	$ 997,973	$ 1,310,982	76.1%	203.0%	$ 491,693	**$ 1,192,624**	41.2%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	997,973						
	Unassigned Fund Balance	$ -						

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

730 Equipment Fund	Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Intergovernmental	$ -	$ -	N/A	N/A	$ -	$ -	N/A
Charges for Services - Internal	2,264,705	4,529,408	50.0%	110.9%	2,041,942	4,083,399	50.0%
Charges for Services - Misc. Service Fees	140,667	220,000	63.9%	65.9%	213,317	353,159	60.4%
Interest on Investments	116,961	100,000	117.0%	222.8%	52,497	144,097	36.4%
Miscellaneous	5,016	52,000	9.6%	2.9%	174,004	280,597	62.0%
Total Revenues and Other Sources	2,527,349	4,901,408	51.6%	101.8%	2,481,761	4,861,252	51.1%
Public Works - Maintenance	1,166,236	2,422,338	48.1%	98.2%	1,187,313	2,319,469	51.2%
Public Works - Purchasing and Acquisition	1,073,890	4,707,619	22.8%	112.1%	958,018	1,501,667	63.8%
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
Contingency	-	72,015	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	2,240,126	7,201,972	31.1%	104.4%	2,145,331	3,821,136	56.1%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	287,223	(2,300,564)	112.5%	85.4%	336,430	1,040,116	32.3%
Beginning Fund Balance	**6,914,621**	7,197,226	96.1%	117.7%	5,874,505	5,874,505	100.0%
Ending Fund Balance	$ 7,201,844	$ 4,896,662	147.1%	116.0%	$ 6,210,935	**$ 6,914,621**	89.8%

Reconciliation of Fund Balance:

Restricted and Committed Funds	7,201,844
Unassigned Fund Balance	$ (0)

City of Ashland

Statement of Resources, Requirements, and Changes in Fund Balance

Preliminary as of December 31, 2023

(50% of Fiscal Year)

		Fiscal Year 2024 1st Year Actuals	Fiscal Year 2024 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2023 Year-to-Date Actuals	Preliminary Fiscal Year 2023 End-of-Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
810	**Cemetery Fund**							
	Charges for Services	$ 10,792	$ 13,000	83.0%	178.2%	$ 6,057	$ 15,366	39.4%
	Interest on Investments	15,101	12,000	125.8%	185.6%	8,137	20,826	39.1%
	Transfer In (General Fund)	500	500	100.0%	100.0%	500	500	100.0%
	Total Revenues and Other Sources	26,393	25,500	103.5%	179.6%	14,694	36,692	40.0%
	Transfer Out (General Fund)	15,101	148,364	10.2%	185.6%	8,137	20,826	39.1%
	Total Expenditures and Other Uses	15,101	148,364	10.2%	185.6%	8,137	20,826	39.1%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	11,292	(122,864)	109.2%	172.2%	6,557	15,866	41.3%
	Beginning Fund Balance	**946,761**	946,395	100.0%	101.7%	930,895	930,895	100.0%
	Ending Fund Balance	$ 958,053	$ 823,531	116.3%	102.2%	$ 937,452	**$ 946,761**	99.0%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	958,053						
	Unassigned Fund Balance	$ (0)						

City of Ashland
Summary of Fund Balances
Preliminary as of December 31, 2023

Fund	Balance December 31, 2023	Balance December 31, 2022	Change From FY 2023	2023-2024 Requirements	Over(Under) Requirements
General Fund	$ 25,477,561	$ 24,676,607	$ 800,954	5,997,105	313%
Tourism Fund	925,107	668,218	256,888	No Policy	N/A
Housing Fund	244,003	275,795	(31,793)	No Policy	N/A
Community Block Grant Fund	7,262	23,739	(16,477)	No Policy	N/A
Reserve Fund	1,823,008	1,770,126	52,882	No Policy	N/A
Street Fund	210,206	5,261,981	(5,051,775)	608,622	-65%
SDC Street Fund	3,131,829	94,201	3,037,629	No Policy	N/A
Airport Fund	(410,060)	321,252	(731,312)	(421,313)	-3744%
Capital Improvements Fund	1,094,435	1,202,016	(107,581)	No Policy	N/A
Parks Capital Improvements Fund	3,619,814	2,345,047	1,274,767	No Policy	N/A
SDC Parks Fund	378,378	13,181	365,196	No Policy	N/A
Debt Service Fund	540,035	797,134	(257,099)	No Policy	N/A
Water Fund	16,868,334	15,420,396	1,447,938	2,098,592	418%
SDC Water Fund	912,068	(113,716)	1,025,783	No Policy	N/A
Wastewater Fund	5,696,143	7,480,009	(1,783,867)	2,187,956	160%
SDC Wastewater Fund	2,240,699	10,465	2,230,235	No Policy	N/A
Storm Drain Fund	2,026,980	1,940,440	86,540	146,568	1283%
SDC Storm Drain Fund	12,212	9,165	3,047	No Policy	N/A
Electric Fund	8,960,448	6,025,439	2,935,009	4,115,598	118%
Telecommunications Fund	3,412,250	2,942,926	469,324	457,525	476%
Insurance Services Fund	997,973	491,693	506,280	668,486	49%
Equipment Fund	7,201,844	6,210,935	990,910	4,897,619	47%
Cemetery Trust Fund	958,053	937,452	20,601	No Policy	N/A
	$ 86,328,579	$ 78,804,497	$ 7,524,082		
Total Fund Balances	$ 86,328,579	$ 78,804,497	$ 7,524,082		
Restricted and Committed Funds					
Restricted	$ 12,466,180	$ 9,777,244	$ 2,688,936		
Committied	18,731,226	12,014,094	6,717,132		
Unassigned	55,131,172	57,013,159	(1,881,986)		
Total Fund Balances	$ 86,328,579	$ 78,804,497	$ 7,524,082		

Note: Airport Fund Balance reflects a negative balance due the timing of a grant reimbursement expected to be received the following quarter.

Council Business Meeting

March 5, 2024

Agenda Item	2200 Ashland Street Next Steps	
From	Sabrina Cotta	Interim/Deputy City Manager
Contact	Sabrina.cotta@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Unfinished Business ☐	

SUMMARY

The State has allocated additional funding for the City of Ashland to shelter homeless individuals until the end of the biennium. Given that doing so at the 2200 Ashland Street site would require significant investment and renovations to the building to work as a long-term shelter site without meeting the stated goal of Access to continue with 30 shelter beds, staff is asking Council to review the offer from Access and provide direction on how they would like to proceed.

POLICIES, PLANS & GOALS SUPPORTED

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness.
- Respect for the citizens we serve, for each other and for the work we do.
- Excellence in governance and City services.

BACKGROUND AND ADDITIONAL INFORMATION

On August 15, 2023, a request to approve the acquisition of 2200 Ashland Street (391E14BB-Tax Lot 200; 1.20 acres) for the use of an emergency and inclement weather shelter was brought forward to Council and approved using partial funding from Access to complete the purchase with the understanding that the City would also stand up 30 shelter beds until January 10, 2024. City staff and Access representatives had a meeting on February 12th, 2024, where it was communicated that the State of Oregon has allocated funding for the City of Ashland to continue shelter operations at 2200 Ashland St.

Access has stated the State has allocated $1.8 million for renovations to the building and $800,000 in operational funds to continue sheltering activities at the 2200 Ashland Street site. The expectation is allocations continue to provide 30 shelter beds until the end of the biennium, potentially the next ten years pending additional funding allocations, if the City accepts the funds provided by the State. Construction must take place at this location to allow for continued sheltering at the site and in the interim, there is funding for houseless individuals to be placed in hotels or alternate locations during the construction period.

There is an on-going discussion between the City and Access in terms of the original grant funds and the commitment the City made to the site being a severe weather shelter for the next nine years. The City accepted the original grant funds predicated on the use of the site as a Severe Weather Shelter with Access affirming it as a viable use of the space at the time the agreement was made. The City believes the original commitment is complete as long as the building is continued to be used as a severe weather shelter. Access believes that the City must continue to operate 30 24/7 shelter beds for as long as the state provides ongoing operating funds. The City is committed to continuing to work with Access to move forward in a way that is agreeable to both parties. Council must determine how they would like to move forward:

- Accept the State funding and make the necessary building changes to the structure to allow for continued sheltering at the site acknowledging that additional beds space must be found to meet the 30 bed expectation set by Access.
- Decline the State funding and end the 24/7 sheltering at the site.
- Direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

The City has committed to providing a severe weather shelter through Resolution No. 2022-23 and the original intent of the purchase of 2200 Ashland Street was to provide the City with a facility to adequately provide severe weather sheltering as outlined in Resolution No. 2022-23. With the acceptance of State funds, the City of Ashland committed to standing up 30 shelter beds which it did commencing on November 1, 2024, with the original end date of January 10, 2024. The emergency 24/7 shelter was extended to March 31st, 2024, through executive order and discussion of additional grant funds from the State to keep the shelter operational. The City extended their contract with OHRA to keep the 24/7 emergency shelter open through March 31st, 2024, at which time the shelter will be closed due to fire code restrictions. If the direction is to transition the building to a permanent shelter, a change of use permit will be needed through the building department. A design professional (Oregon Licensed Architect) will need to provide detailed plans of the changes and code analysis demonstrating a code complaint path that meets current building codes (2022 OSSC).

Items that need to be considered regarding 2200 Ashland Street:

Occupancy considerations:

The building code specifies different requirements for permanent and temporary shelters. For permanent shelters, the code requires 200 square feet per occupant. Based on this rule and the current building's size and layout, only 13 occupants are allowed. However, for temporary severe weather shelters, the requirement is much less at 35 square feet per occupant, and this arrangement is only allowed for up to 90 days within a 12-month period. This means the building can accommodate more people temporarily during severe weather without needing modifications provided a Fire Watch is maintained during its use as a temporary shelter.

The city is considering collaborating with the Department of Human Services (DHS), the Oregon Health Authority (OHA), the building official, and the fire marshal to potentially increase the number of permanent occupants allowed in the building. However, without a final design and site plan, it's uncertain whether this will be permitted. To meet the goal of providing 30 beds, it's likely that additional funding and locations for shelter beds will be needed, even with building renovations.

Renovations needed to the building to continue as a 24/7 shelter include:

- Upgrading the kitchen
- Installation of bathrooms for ADA accessibility- currently an external porta-potty serves this function.
- Laundry facilities- currently an external trailer serves this purpose.
- Shower facilities- currently an external trailer serves this purpose.
- A sprinkler system
    - Estimated cost is $7-10 per square foot ($37,331 - $53,330)
    - Additional cost for a new meter backflow and riser- Cost TBD
- A wire strobe alarm system
    - Estimated cost $3 to $6 per square foot ($15,999 - $31,998)
- Additional egress (potentially)
- Window height adjustment (potentially)- sleeping is not allowed in rooms that do not have an emergency egress opening.
- Adjustment of number of restrooms- for congregate and dormitory living, one restroom per 10 occupants per gender is required and one drinking fountain for standing persons and one for persons in wheelchairs for every 1-100 occupants.

After the Council decides how they would like to proceed, City staff will be in communication with Access about how the City will be moving forward in terms of the additional funding offered and next steps regarding 2200 Ashland Street.

FINANCIAL CONSIDERATIONS

The City has made a considerable investment into this site to include:

- Total purchase price of $2 million which included an all-cash payment of $1.4 million from grant funds including $1 million from Access for the purpose of purchasing a building to act as an emergency and

severe weather shelter. Finance of the additional $600 thousand at 3.75% for 20 years with no prepayment penalties.

- Operational costs to-date of 2200 Ashland Street include:
  - $27,000 for Architectural fees for occupancy certification requirements
  - $161,263 in construction costs, fencing, security cameras and utilities.
  - $11,088 in operational needs such as utilities, repairs, trash, porta potties
  - $133,705 in OHRA contract costs to-date

The grant funding being proposed by the State to staff's knowledge will not address the outstanding balance of the building purchase nor will it address the on-going cost of maintenance and further site development over the next ten-year period though additional grant funding may be available in the future.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

Depending on how Council would like to proceed there are several motion options:

- I move to accept the State funding and make the necessary building modifications to the structure to allow for continued sheltering at the site with the intent to provide 24/7 sheltering at the 2200 Shelter site and direct staff to work with Access on an appropriate contract and next steps. Staff is directed to work with Access and other service providers to ensure the 30-shelter bed expectation is met.

- I move to decline the State funding and end the 24/7 sheltering at the site and direct staff to work with Access on any close-out issues.

- I move to direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

REFERENCES & ATTACHMENTS

- Council Communication: 8/15/2023 Acquisition of the Coming Attractions Property at 2200 Ashland Street.
- Resolution No. 2022-33 A Resolution Repealing Resolution No. 2013-94 and Setting Policies and Conditions Under Which Ashland Will Activate Severe Weather Emergency Shelter Facilitation
- City of Ashland E.O. 23-02 Regional Unsheltered Homelessness Emergency Response Grant Application
- City of Ashland E.O. 23-02 Subrecipient Agreement
- City of Ashland Monthly Congregate Shelter Cost-Corrected email

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

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

RESOLUTION N O . 2022-33

A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER EMERGENCY SHELTER FACILITATION

RECITALS:

A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.

B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

\THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. This resolution repeals and replaces Resolution 2013-04.

SECTION 2. Provision of Emergency Shelter During Severe Weather Events

1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:

   - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.

   - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.

   - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.

   - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

SECTION 3. City's Role in Instances of Emergency Shelter

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.

- **48 Hour Notice: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.**

- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

  Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

  The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

  Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

SECTION 4. Severe Weather Activation

Provisions for emergency shelter will be activated as follows:

a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:

- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and

- The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.

c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.

d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.

e) Shelter volunteers should bring their own cell phones in case of emergency.

SECTION 5. Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

SECTION 6. This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

ATTEST:

Dana Smith

Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18th day of July, 2023.

Tonya Graham

Tonya Graham, Council Chair

Reviewed as to form:

Doug McGeary, Interim City Attorney

CONTINUUM of CARE

Regional Unsheltered Homelessness Emergency Response
Emergency Order EO 23-02
Deadline: 5 p.m., Friday, May 19, 2023

Legal name of organization	City of Ashland
Organization designation (underline)	Non-profit corporation **Public Entity** Other (explain)
Program Name	**Ashland Low Barrier Shelter and Urban Rest Stop**
Address	20 E. Main Street
City, State, Zip	Ashland, OR 97520
Tax ID Number & UEI #	Tax ID 93-6002117 & UEI CRCQD8ZGQSR6
Organization Director	Joseph L. Lessard, City Manager
Program Director Name and Title (If not organization director)	Linda Reid, City of Ashland Housing Program Manager
Phone & E-mail	541-552-2043 reidl@ashland.or.us
Agency Total Operating budget	$118,907.051
Program Budget	$2,330,000
AMOUNT OF REQUEST	$1,400,000
Number of years your organization has been in operation?	149 years
Signature of Authorized Individual	Joseph L. Lessard
Print Name & Title	Joseph L. Lessard
Date	5/17/23

PROGRAM PROPOSAL/NARRATIVE RESPONSE SECTION

1. **Is your agency an equal opportunity employer?* __X__ Yes ____ No**
   ***Faith based organizations are exempt from this requirement.**
   Is your agency an equal opportunity service provider? _X__ Yes ____ No
   If you answered "no" to either of these questions, please explain.

2. ***Organizational Overview:***
   a. **Tell us about your organization, its mission, history, and services offered. Include information about your organizational structure and staffing levels.**

Mission

Vision Statement:

Ashland is a resilient, sustainable community that lives within its means and maintains the distinctive quality of place for which it is known.

Ashland will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation.

Ashland will plan and direct its efforts to fulfill this vision for the long-term with a constant view toward being an open, welcoming community for all with a positive economic future.

City of Ashland Policies:

Housing Element of the Comprehensive Plan:

Ensure a range of dwelling types that provide living opportunities for the total cross-section of Ashland's population.

Housing opportunities should be available to all residents without discrimination and consistent with local, state, and federally recognized protected classes under fair housing law.

Social and Human Services: *To ensure that all people in Ashland live in a safe, strong, and caring community, the City seeks to enhance the quality of life and promote self-reliance, growth and development of people. To these ends, the City will strive to provide resources and services to meet basic human needs.*

The City of Ashland is a municipality, and its primary mission is to maintain city facilities (such as parks, stormwater and sewer systems, and streets and sidewalks) and provide basic health and safety services, including law enforcement and fire protection. These services are essential. Additionally, the City supports services that promote the health and welfare of the economy, environment, and people. This includes economic development activities, conservation programs, and social service funding and programs. While the City has previously supported efforts to address homelessness, citizens and organizations now seek a more proactive role from the City due to the impact of the Coronavirus pandemic and wildfires.

Over the years, the City has engaged with service providers, the faith-based community, and community advocates to gather feedback on needs and solutions for homelessness. This grant application reflects those efforts and community engagement regarding the most urgent needs.

Although the City's mission does not directly involve serving homeless populations, it is committed to public safety and being responsive to community needs. However, as a small municipality with limited resources, the City needs to request additional resources to meet the current needs arising from recent disruptions and the increase in unhoused residents within the community.

History

The City of Ashland, incorporated in 1876, has a rich history tied to the timber industry, a thriving theater community, and a prestigious educational institution. In recent years, it has become renowned for its arts, culture, and status as a top tourist destination in Southern Oregon, home to the Oregon Shakespeare Festival and Southern Oregon University.

Despite its smaller size compared to nearby Medford, Ashland has a strong track record of providing services and resources to address the needs of unhoused residents and migrant populations. However, effectively addressing the issue of homelessness throughout the Rogue Valley requires reciprocal coordination that encompasses Ashland's unique challenges.

As the largest city at the southernmost end of the valley and the primary exit off the interstate for travelers from California, Ashland serves as a regional focal point. It attracts both a significant number of unhoused travelers and long-term homeless residents. The demand for affordable housing is intensified by the city's service sector industry driven by tourism. Positioned along the I-5 corridor and renowned for its progressive community, expansive parklands, natural areas, and lively downtown plaza, Ashland consistently draws a substantial influx of tourists and visitors.

Thus, any comprehensive approach to addressing homelessness throughout the Rogue Valley must acknowledge and prioritize the challenges specific to Ashland. By fostering reciprocal coordination throughout the valley, a more effective and unified effort can be made to combat homelessness and support those in need within Ashland and beyond.

Services and Capacity

The City of Ashland is an entitlement jurisdiction for Community Development Block Grant funds from the Department of Housing and Urban Development, and as such, is very familiar with HUD funded programs and program administration requirements. Traditionally, the City of Ashland acts solely as a grant administrator, rarely carrying out activities directly, preferring instead to provide institutional structure, staff expertise, and financial support to partner organizations to assist them in carrying out their respective missions while assuring that the needs of the community's most vulnerable citizens are being met. In instances of urgent need and extreme circumstances the City will sometimes take on enhanced roles in order to address the needs of those most vulnerable and at-risk members of the community.

In recent years due to the impacts of the pandemic and the wildfires, the City of Ashland has often taken on enhanced roles to ensure public safety and support partner agencies in the provision of basic health and safety resources. The City of Ashland has staff with expertise in

project management, grant administration, and project planning. The City also has a Building Department, Electric Department, Planning Department, Public Works and Engineering Department, and Fire Safety Division who can each contribute professional skills and resources to help implement this project on an expedited timeline and with a level of experience and expertise which can be costly, time consuming, and disjointed in the private sector.

Municipalities have distinct advantages over non-governmental organizations due to their access to a diverse range of internal resources, facilitating efficient internal communication, consultation, and streamlined approval processes. Furthermore, municipalities can tap into expertise and resources from various professional domains. The City of Ashland, for instance, possesses a skilled staff with expertise in project development, public contracting, public procurement, Federal and State grant administration, grant oversight, and a demonstrated history of successfully completing large-scale public facility projects.

To further enhance this activity, the City of Ashland will subcontract with Options for Housing, Resources, and Assistance. This organization has an impressive track record, including the acquisition and rehabilitation of the first Project Turnkey application awarded and operational in Oregon. Additionally, they bring extensive experience in shelter management and a noteworthy record of successfully transitioning individuals from shelters to permanent housing.

b. **Outline how your organization works in partnership with other agencies.**

The City of Ashland actively fosters partnerships with numerous non-profit organizations and groups within the community. City staff frequently engage in collaborative efforts with these partner organizations, advisory bodies, and citizens to address complex community issues. Recognizing the unique resources and infrastructure available to municipalities, the City provides support that many non-governmental organizations may lack or must seek through contracted services, incurring administrative costs and overhead. This support includes financial assistance and, at times, in-kind contributions such as staff support, administrative assistance, and access to buildings or locations for service provision.

Furthermore, the City often assumes the role of a community convener or facilitator, bringing together stakeholders to engage in discussions and collaborative planning surrounding issues that impact the entire community.

By playing this coordinating role, the City ensures that efforts are aligned, diverse perspectives are considered, and shared objectives are pursued. Rather than competing with non-profit service providers, Ashland focuses on supporting their endeavors, recognizing that collective action is essential in addressing community-wide challenges and achieving shared goals.

c. **Explain your agency's outreach efforts to underserved communities, diverse cultures, ethnic minorities, and special needs populations.**

Cities that administer State and Federal funds such as Ashland possess valuable expertise in conducting comprehensive outreach efforts aimed at engaging diverse community members, including ethnic minorities and individuals with special needs. These outreach activities are a regular requirement for cities, fostering their experience in effectively reaching out to and involving various segments of the community.

The City of Ashland proactively engages in ongoing public engagement initiatives to gather feedback for strategic planning, budgetary decisions, and community development purposes. In this process, the City actively seeks input from underserved communities and minority populations to ensure their perspectives are considered and to obtain valuable insights regarding City grant funding and community development priorities. By prioritizing inclusivity and actively involving these communities, the City of Ashland strengthens its commitment to fair and equitable decision-making processes and community-driven development.

d. **Describe your agency's process for addressing grievances from staff and clients.**

The City of Ashland has implemented multiple policies to address staff grievances and ensure a fair resolution process. Several adopted City policies establish a framework through which employees can collaborate with the City's Human Resources department to address grievances. Moreover, since a significant number of City employees are members of various Union groups, each Union contract includes a specific grievance policy that outlines the process for employees to address grievances with the support of their Union representative.

Additionally, the City's general grievance policy and process are clearly outlined in the City's municipal code, specifically in the section dedicated to General Personnel Policies and Procedures (3.08.110). This provides employees with a comprehensive understanding of the steps and procedures involved in filing and resolving grievances.

In a similar vein, the City's municipal code also addresses the Administrative Appeals Process for citizens in section 2.30.020. This ensures that client/customer complaints or concerns can be formally addressed, providing an avenue for individuals to seek resolution and express their grievances in a structured manner.

By having these policies and procedures in place, the City of Ashland demonstrates its commitment to fair and transparent processes for both employees and citizens, aiming to effectively address and resolve grievances in a timely manner.

e. **If you have a Limited English Proficiency Plan, explain it below. If not, tell us about your strategies for ensuring service access for applicants/clients with limited English proficiency.**

The City of Ashland currently lacks a Limited English Proficiency plan, but it has a contract with a translation service capable of providing language translations and sign language services for

meetings. In addition, the City's non-profit partner on this project, OHRA, has bi-lingual staff who can offer some translation support to clients.

To promote inclusivity, the City of Ashland has implemented an Equal Opportunity Employment Policy and an Affirmative Action Plan. These policies underscore the City's commitment to cultivating an inclusive, respectful, and harassment-free work environment and community. They also encourage diversity, equal opportunity, and access through reasonable accommodations. The City designates an Equal Employment and Affirmative Action Officer on staff to ensure compliance with these policies. Additionally, the City has an ADA policy in place to address reasonable accommodation for individuals with disabilities.

To further advance racial and social equity, the City has established a Social Equity and Racial Justice Advisory Committee. The committee's mission is to provide recommendations and support to the Council and City Manager while educating the community on policies, measures, and practices that foster racial and social equity and promote respectful intergroup relations. Furthermore, the City has enlisted Paradigm Consultants to conduct an internal Diversity Equity and Inclusivity (DEI) assessment, scheduled to begin in the fall of 2023. Once completed, Paradigm will provide a strategic plan to enhance DEI policies within the City.

f. ***Outline how your agency utilizes HMIS Service Point to track and report on outcomes, except for DV providers who use OSNIUM, comparable to HMIS. If you do not currently use HMIS Service Point, tell us about the data system you do use and about your willingness to become an HMIS Service Point user.***

The City of Ashland, although not directly providing services to homeless populations, grants funding to several homeless service providers. As a result, the City does not participate directly in the HMIS Service Point system. However, the City collaborates with partner organizations that are involved in the coordinated entry system. In the proposed project, beneficiaries of the "All In" funding will be registered in the HMIS system through the City's experienced partner organization, OHRA. OHRA has a longstanding history of receiving multiple State and Federal grants, which necessitate reporting in the HMIS system.

OHRA has actively participated in the HMIS system for several years and possesses extensive expertise in data entry and reporting for grants such as CoC, ESG, CDBG, and others funded by HUD and the State. Similarly, the City of Ashland routinely reports outcomes for HUD-funded grants in the IDIS database. Although the City itself does not directly engage in the HMIS system, the staff responsible for overseeing this project is well-versed in the data entry and reporting requirements for State and Federally funded projects.

g. **Describe your experience with government grants.**

The City of Ashland possesses extensive experience in grant application, project completion, and the administration of Federal and State grants. The City has successfully managed numerous grants, with a long list of completed projects and a history of undergoing grant

monitoring and financial audits. The staff member responsible for administering this specific grant has 18 years of successful experience in grant administration and oversight.

Additionally, the City has a highly experienced finance department that adheres to Federal and State accounting practices and standards in grant management. The City's project partner, OHRA, also brings valuable experience in handling State and Federal grant funds and has a proven track record of effectively managing such grants.

3. **Which segment(s) of the EO 23-02 program are you applying for? RRH, Street Outreach or New Shelter Bed program?**

The City of Ashland is submitting an application to address the goal of creating new shelter beds. The City is requesting funding to acquire a building, complete renovations, and contract with OHRA to operate a low barrier nightly shelter from July 1, 2023, to January 10, 2024. This project will provide essential shelter services to unhoused individuals and families.

Furthermore, the City envisions utilizing the facility beyond the grant term by repurposing it as an inclement weather shelter and continuing contractual services with OHRA for operations. This will enable continued support for the sheltering needs of the unhoused population. The City is seeking a total of $1.4 million in EO-23-02 grant funding, and it will contribute a substantial match of $930,000 in City funding already secured to ensure the success and sustainability of the project.

4. **New Shelter Bed Program**
    a. Describe your plan to implement the EO 23-02 New Shelter Bed program. Be as precise as possible by identifying how you intend to add shelter beds.

The City of Ashland is submitting an application to provide 40 or more new congregate and non-congregate shelter beds. The City's request for funding is aimed at acquiring a property that includes an existing building suitable for immediate use as a congregate shelter. The targeted property is a 5000 square foot commercial building with existing bathrooms and food preparation capabilities.

Renovations are planned to enhance the facility, including the addition of a sprinkler system, upgrading the kitchen and bathroom facilities for ADA access, incorporating additional laundry facilities, and installing a 24-hour accessible public bathroom. This would address the lack of public bathroom facilities on the South end of Ashland. Additionally, utility hookups will be added to accommodate a laundry/shower trailer and the La Clinica mobile health unit, providing laundry and shower access to the community.

The City of Ashland owns 13 currently unoccupied pallet shelter units that can be relocated to the site. These units will be utilized to house special populations, such as families with children or individuals experiencing severe-persistent mental illness, in a non-congregate setting. While

primarily functioning as a low-barrier overnight shelter, the City envisions the site serving as an urban rest stop on the South side of the Rogue Valley, combining various resources requested by partner organizations already operating valuable programs in Ashland.

Multiple service providers, including meal programs, a laundry program, and OHRA, have expressed the need for the listed resources to offer their services consistently and at a fixed location. The City has a longstanding partnership with these organizations, providing financial support and locations for their services in the past. However, due to maintenance and repair issues, among other factors, the City can no longer offer locations to these service providers. The grant opportunity at hand would enable the City to provide much-needed permanent infrastructure to these partner organizations, who offer essential and sought-after services to the unhoused community.

For the operation of the low barrier nightly shelter, the City intends to contract with OHRA from July 1, 2023, to January 10, 2024. The total funding requested through the EO-23-02 grant is $1.4 million, and the City would contribute significant matching funds of $930,000 in City funding.

b. Are you planning to purchase a facility, land, or construct units*? _X_ Yes _____ No. Will EO 23-02 funds be utilized? _X__ Yes _____ No. If you answered yes, please describe your project timeline. Include information about your experience with construction, and project management, status of any needed permits, inspections, and so forth.

The City plans to use grant funds to purchase a facility, and two properties have been identified that are currently available for acquisition. The City has been in communication with realtors regarding the purchase, and the timeline for acquiring a property is approximately 30 days from the time of the grant contract. Once the property is acquired, the City will work in collaboration with its shelter operations partner, OHRA, to set up the shelter, hire and train staff. This process is estimated to take another 30 days. The necessary renovations and upgrades to the facility will be carried out while ensuring that the shelter can continue to operate without any disruption or conflict, prioritizing its use as an emergency shelter.

The City of Ashland has extensive experience in property acquisition, construction projects, and professional project management. There are no planning approvals required for the purchase and utilization of the facility as a congregate and non-congregate shelter and urban rest stop. However, the City will need to apply for building permits to proceed with the proposed renovations, and the City's building department can offer consultation as well as an expedited permitting and inspections process. OHRA also brings extensive experience in shelter set up and staff training. They have successfully completed property acquisition and major rehabilitation projects utilizing both Federal and State grant funding.

c. ***The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

d. **Are you planning to add beds to an existing facility? _____ Yes _X_ No If you answered yes, will construction, conversion, or rehabilitation be required? __ Yes ___ No**
If you answered yes, please provide a project timeline.

e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**

__X___ Yes _____ No
If you answered yes, how will they be funded?

The City of Ashland has General Funds set aside in the City's budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing. __X__ Yes _____ No**
If you answered Yes, please provide names and amounts for the other funding sources. EO-23 funds cannot be used to supplant existing funds for similar projects.

Expense	Project Costs	Funding Source	Narrative
Building Acquisition	$1,600,000	$1,400,000-EO Grant $ 200,000-DAS Grant*	Est. Site Acquisition Cost
Renovation Costs	$ 200,000	$ 200,000-DAS Grant	To include Sprinklers system, bathroom and kitchen upgrades,

			Shower Trailer hookups and soft costs.
Operations	$ 200,000	$ 200,000-DAS Grant	From 7/01/2023-01/10/2024
Operations	$ 200,000	$ 200,000-City General Fund	From 01/11/2024+
Outdoor Bathroom	$ 130,000	$ 130,000-DAS Grant and/or 2024 CDBG	Installation of a Portland Loo-for 24-hour public bathroom access
Total Project Costs	$2,330,000		

* DAS grant funding is secured

6. **If awarded, does your agency have the capacity to provide monthly reports? __X__ Yes _____ No. If you answered no, please explain.**

The City of Ashland will contract with OHRA to provide data collection and reporting through the HMIS system as part of the shelter operations subcontract.

7. **If awarded, will you be able to spend funds by Jan. 10, 2024?**

Yes, the City and OHRA both have an excellent track record for timely and appropriate expenditure of State and Federal grant funds.

REQUIRED SUPPLEMENTAL MATERIALS.

Please enclose, **with your application:**

- A copy of your IRS non-profit determination letter (See attached Exhibit A)
- Your agency budget for the current fiscal year and a projected budget for the next fiscal year: Please See Budget Documents on the City's website https://www.ashland.or.us/Page.asp?NavID=8316
- An EO 23-02 Project Budget (Table on Page 8 & 9)
- Your most current 990 https://www.ashland.or.us/Page.asp?NavID=8316
- Board of Directors list: https://stories.opengov.com/ashlandor/published/FnmcPHyBA
- Your current W-9 (See attached Exhibit B)
- Current Organizational Chart: https://stories.opengov.com/ashlandor/published/QPyQxLNkf
- Copy of your most recent audit (if unavailable, then most recent unaudited financials) https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20Reports/Completed_Single_audit.pdf

Exhibit A

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248167576
May 31, 2018 LTR 4076C 0
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BODC: TE

CITY OF ASHLAND
% CINDY HANKS
20 E MAIN ST
ASHLAND OR 97520

041617

Federal Identification Number: 93-6002117
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS
Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

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May 31, 2018 LTR 4076C 0
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CITY OF ASHLAND
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Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c))(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

Exhibit B

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Ashland

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

20 East Main St

Requester's name and address (optional)

6 City, state, and ZIP code

Ashland, OR 97520

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	3	–	6	0	0	2	1	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Cynthia Hanks Date ▶ 4/11/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACCESS
BUILDING COMMUNITY

State Funds - CFDA number not applicable
Executive Order 23-02
Jan. 10, 2023 to Jan. 10, 2024
Subrecipient Agreement
City of Ashland

Jackson County
CONTINUUM of CARE

The Subrecipient Agreement is hereby made by and between **ACCESS**, fiscal agent for the Continuum of Care (hereinafter called the "Grantee"), and **City of Ashland** (hereinafter called the "Subrecipient") pursuant to the Memorandum of Agreement (MOA) made by and between the Grantee and the **Oregon Housing and Community Services** (hereinafter called "OHCS"), to implement the grant awarded to the Grantee under the **Emergency Order (EO) 23-02** effective **January 10, 2023,** incorporated into this Subrecipient Agreement.

Grant Amount:

	1-10-23 to 1-10-24 TOTAL AWARD
Building Purchase	$ 1,000,000
Administration	$ 158,200
TOTAL AWARD	$ 1,158,200

Description:

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the "EO"), which declared a state of emergency due to homelessness. The EO is necessary to provide funding to rapidly expand the State's low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor. Subrecipient will administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

Acquire a building, complete renovations, and contract with Opportunities for Housing Resources and Assistance (OHRA) to operate a low barrier nightly shelter from July 1, 2023 to January 10, 2024.

Subrecipient certifies that EO 23-02 funding will only be used to create new shelter bed capacity that meets the definition in Section 5 below.

No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all.

Subrecipient further certifies that EO 23-02 funding used for shelter acquisition, operation or construction will only be utilized to create new shelter bed capacity that meets the following definition:

> Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly.

A. Scope of Work/Grant Activities

1. Regional Unsheltered Homelessness Emergency Response Plan

Prior to eligibility for funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Oregon Housing and Community Services (OHCS) that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and Grant Activities are attached to and incorporated into this Agreement as Exhibit A. Each is contained in the Grant Agreement #OR-502. With both Exhibit A and Exhibit B incorporated into this Subrecipient Agreement, the scope of grant activities authorized for the purposes of this Subrecipient Agreement are defined.

All activities hereunder, including all Grant Activities and funds to be awarded, are expressly contingent on Grantee's receipt of funds and the subsequent release of additional funds. Should any funds be withheld and/or Grantee's "Grant Agreement State of Emergency Due to Homelessness" (Agreement No. OR-502) be terminated for any reason, Grantee's obligations hereunder shall immediately terminate.

2. Compliance with Agreement

a. Subrecipient will perform all Grant Activities in accordance with the terms of this Agreement, including all exhibits contained herein.

b. Subrecipient shall comply with Grant Activities as outlined in the EO 23-02 Grant Agreement #OR-502, Exhibit A hereby attached.

c. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2023-2025 to be executed July 2023.

d. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2023-2025 to be executed July 2023.

e. Subrecipient shall comply with and perform all work to the satisfaction of the Grantee, and in accordance with the terms of this agreement and the applicable program requirements provided in ORS 458.650 Exhibit F hereby attached.

f. Subrecipient will make available all records pertaining to the utilization of Executive Order 23-02 funds to the Grantee and OHCS upon request if need be.

3. Housing Focused

All activities conducted under this Subrecipient Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Subrecipient Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount.

4. No Supplanting of Other Funds

Subrecipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Subrecipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Grantee may exercise any of the remedies available to it under this Agreement or at law or in equity. Subrecipient also agrees to comply with reporting requirements as outlined in Section 3 (Program Specific Reporting) found in EO Grant Agreement #OR-502 Exhibit A hereby attached to demonstrate the levels of funding from

other sources as outlined in the Plan (EO Grant Agreement #OR-502 Exhibit B hereby attached) are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Subrecipient to comply with this stipulation is a material breach of this Subrecipient Agreement and entitles Grantee to exercise any remedies available to it under this Agreement or at law or in equity.

5. **New Shelter Bed Requirement**

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

6. **Habitability Requirements.**

Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Subrecipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of Non-Congregate Free-Standing units if they provide heat, electricity, the ability to close and lock a door, showers, and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available on-site or with an action plan to provide meals to shelter residents.

7. **Restrictive Covenants for Shelter Facilities**

Subrecipient shall operate the shelter facilities acquired, converted, renovated, or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related

services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

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

The Subrecipient may terminate the Restrictive Covenant under any of the following conditions. One, If the Subrecipient fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow the Subrecipient, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of the Shelter Facilities. And two, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Restrictive Covenant is prohibited from paying for such work from the planned funding source. In the event Subrecipient has insufficient appropriations, limitations, or other expenditure authority, Subrecipient may terminate this Agreement without penalty or liability to Grantee, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

8. Restrictive Use Period

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

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in EO Grant Agreement #OR-502, Exhibit A hereby attached. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Subrecipient must agree to certify compliance with this requirement and submit

that certification to Grantee on an annual basis, or upon request of Grantee, throughout the Restrictive Use Period.

9. Program-Specific Reporting

Subrecipient assures that data collection and reporting, including personally identifiable information, will be conducted utilizing HMIS Service Point/Coordinated Entry Services. If Subrecipient is entering into an agreement with a third party (Opportunities for Housing and Resources – OHRA) to enter program data into the HMIS/Coordinated Entry Services programs, Subrecipient agrees third party (OHRA) will "enter data as" the City of Ashland into the HMIS. Subrecipient must provide a copy of the MOA or contract with such agreement to Grantee within thirty (30) days. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. It is required that Subrecipient or a third party enter data within three business days. Subrecipient also assures that required reports will be submitted on a monthly basis.

Subrecipient acknowledges receipt of and agrees to be bound by all data management requirements stated in EO Agreement #OR-502, including, but not limited to, the grant of stated licenses and permissions to OHCS.

B. Project Requirements:

1) Subrecipient will operate in accordance with all applicable statutory and regulatory requirements including those set forth in Uniform Guidance 2CFR Part 200, the Master Grant Agreement, the EO Grant Agreement #OR-502, and any policies and procedures developed by the Grantee provided the Subrecipient has received appropriate notice as set forth in this Agreement.

2) Subrecipient will operate in accordance with all the requirements in the 21-23 Master Grant Agreement and the 23-25 Master Grant Agreement to be executed July 2023.

3) Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached, E0 Grant Agreement #502 and MGA 2023-2025 to be executed July 2023.

4) Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached and MGA 2023-2025 to be executed July 2023.

5) Services will be consistent with the Master Grant Agreement and EO Agreement #OR-502. Subrecipient will provide its best effort to ensure the delivery of the right service at the right time to the right client.

6) Subrecipient will comply with such other terms and conditions including recordkeeping and reports for program compliance and evaluation as stated in this Agreement.

7) Subrecipient will provide such additional information as deemed appropriate by the Grantee.

8) Subrecipient will participate in all EO 23-02 funding required training, conference calls, and meetings as requested by the Grantee with reasonable notice.

9) Subrecipient provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Subrecipient will comply with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

C. Term:

The term of this Agreement is effective Jan. 10, 2023, through Jan. 10, 2024. All services to be furnished under this Subrecipient Agreement must be completed on or before Jan. 10, 2024, unless this Agreement is otherwise earlier canceled as hereinafter provided, or unless extended by written agreement of the parties.

D. Compensation:

1. Subrecipient acknowledges that all funds paid under this Agreement are on a reimbursement-basis, meaning that Subrecipient must provide documentation (as detailed below) to Grantee, who will, in turn, remit the same to OHCS for processing. Failure to adhere to the requirements of EO Agreement #OR-502 or this Agreement may result in some, or all expenses being refused. If OHCS refuses any expense for any reason, Grantee shall have no obligation to separately reimburse any such expenses or secure alternative funding. Grantee's obligations under this Agreement shall immediately terminate if EO Agreement #OR-502 is terminated or suspended for any reason.

2. Subrecipient must use adequate fiscal management systems that follow generally accepted accounting principles (GAAP) and provide adequate fiscal control and

accounting records, including cost accounting records supported by documentation. Subrecipient's fiscal management systems must comply with the requirements of the OHCS Master Grant Agreement (MGA) #7000, EO Agreement #OR-502, and the OHCS Master Grant Agreement 23-25 to be executed July 2023.

3. Subrecipient shall be reimbursed for allowable costs as specified in the approved Subrecipient Budget (see Grant Award above). All requests for reimbursement must specify the line-item for which reimbursement is being requested. Documentation to accompany a request includes an invoice with documentation to substantiate expenses by line item and both a summary and a detailed profit and loss statement. An authorized representative must submit requests for reimbursement. Eligible expenses must be allowable, allocable, and reasonable in accordance with the applicable Federal Cost Principles set forth in OMB Uniform Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as stated in 2 CFR Part 200, Subpart E—Cost Principles. Subrecipient will be reimbursed in accordance with the budget (see above). The budget may be revised with the agreement of both the Grantee and the Subrecipient and will require a budget modification signed by both parties. Expenses more than the agreed upon budget will not be reimbursed.

   Subrecipient acknowledges receipt of the foregoing instructions, as well as EO Agreement #OR-502, and further acknowledges that only reimbursements that comply with these requirements will be considered.

4. Subrecipient shall submit a request for reimbursement within ten (10) days after the end of each monthly period during the performance of the services provided in this Agreement. The final payment request shall be submitted no later than Jan. 25, 2024. Failure to submit the final request by the due date may result in non-payment of the expenditures.

5. Ineligible expenses are those costs requested for reimbursement by the Subrecipient that the Grantee determines to be unallowable based on applicable Federal cost principles, OHCS Program regulations, the Application, or the Agreement. Any expenses deemed ineligible by the Grantee for which the Subrecipient was reimbursed must be repaid to the Grantee or shall be deducted from the amount of the next reimbursement at the Grantee's discretion.

6. The grantee is not responsible for unauthorized expenses incurred by a Subrecipient or for costs incurred prior to the effective date of this Agreement.

E. Monitoring and Evaluation:

1. Subrecipient will comply with monthly monitoring by the Grantee and OHCS to ensure compliance with the program requirements established through the MGA, the EO Grant Agreement #OR-502, and the Subrecipient Agreement. Monitoring will be accomplished through on-site inspections and/or virtually.

2. Results of monitoring will be summarized in a written report by the Grantee and submitted as appropriate. Ongoing technical assistance and guidance related to the implementation of the program will be provided by the Grantee as part of training and monitoring activities.

3. If Subrecipient is not in compliance with the requirements of the program, regulations, contracts and /or policies and procedures, other applicable federal laws, the Grantee will provide an opportunity for response and corrective action, unless a life safety issue or potential mishandling of funds is identified. In the latter two cases – suspension shall occur immediately. The process for notifying the Subrecipient includes a) Issuing a warning letter indicating further failure to comply with such requirements will result in a more serious sanction; b) directing the Subrecipient to cease incurring costs for which reimbursement is expected; or c) requiring some or the entire grant amounts advanced or reimbursed to the Subrecipient be remitted to the Grantee.

4. The Grantee may temporarily suspend a Subrecipient from all or part of the activities identified in this Agreement while it assesses the organization's capacity to comply.

F. Audit Requirements:

In the event, that during the period of this Agreement, Subrecipient expends more than $750,000 in federal funds in an operating year, Subrecipient shall, at its own cost and expense, cause to be executed an independent audit. The audit shall be completed, and a copy furnished to the Grantee at the address indicated on the signature page, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or five (5) months after the end of the audit period, unless a longer period is agreed to in advance by the Grantee. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

G. Indemnification:

Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and Grantee and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees (Collectively, "Claims"), resulting from, arising out of, or relating to the activities of subrecipient or its officers, employees, subcontractors, or agents under this agreement. Neither Subrecipient nor any attorney engaged by Subrecipient may defend any claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Subrecipient settle any claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Subrecipient will be liable for the attorney fees of the State of Oregon, including, but not limited to any fees charged by the Oregon Department of Justice.

H. Subrecipient Default

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A, EO 23-02 Agreement #OR-502 and such failure is not remedied within thirty (30) days following notice from Grantee to Subrecipient specifying such failure; or

Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Grantee in its sole discretion.

I. Remedies

In the event Subrecipient is in default under Section H, Grantee may, at its option, pursue any or all of the remedies available to it under this Subrecipient Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section K, (b) reducing, withholding or recovering payment of Grant Funds for activities that Subrecipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section J of this Agreement or setoff, or both.

All of the above remedies in Section I are cumulative to the extent the remedies are not inconsistent, and Grantee may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Prior to any termination of this Agreement by Grantee pursuant to Section K, Grantee will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Grantee. Subrecipient shall have five (5) days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, Grantee may terminate this Agreement upon 10 days written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Grantee. Following the meeting, Grantee shall determine, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If Grantee's written notice states that Grantee does not agree to such proposal, or if Grantee accepts such proposal but Subrecipient does not satisfy the terms of the proposal, Grantee may terminate this Agreement upon 10 days' written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

In the event Subrecipient is in default under Section H and whether or not Subrecipient elects to exercise its right to terminate this Agreement under Section K, or in the event Grantee terminates this Agreement under Section K, Subrecipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Grantee has against Subrecipient. In no event will Grantee be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous

amounts paid to Subrecipient exceed the amount due to Subrecipient under Section I, Subrecipient shall promptly pay any excess to Grantee.

J. Recovery of Overpayments - Withholding of Funds

If payments to Subrecipient under this Agreement, or any other agreement between Grantee and Subrecipient, exceed the amount to which Subrecipient is entitled, Grantee may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

Grantee may withhold any and all undisbursed Grant Funds from Subrecipient if Grantee determines, in its sole discretion, that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Grantee or if Grantee determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable Notification of Allocation (NOA) or is unsubstantiated by related documentation.

K. Termination

This Agreement may be terminated at any time by mutual written consent of the Parties. Grantee may terminate this Agreement as follows:

- Immediately upon written notice to Subrecipient, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantees reasonable administrative discretion, to perform its obligations under this Agreement.

- Immediately upon written notice to Subrecipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited, or Grantee is prohibited from paying for such performance from the planned funding source.

- If Subrecipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section I or

- As otherwise expressly provided in this Agreement.

- Subrecipient may terminate this Agreement immediately upon written notice to Grantee if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice to Grantee.

- Upon receiving a notice of termination of this Agreement, Subrecipient will immediately cease all activities under this Agreement, unless Grantee expressly directs otherwise in such notice.

L. Responsibilities of the Grantee:

The Grantee is responsible for the implementation of the project as submitted in the Funding Agreement and any clarifications provided to OHCS, and compliance with the MGA and EO Agreement #OR-502 including all applicable statutory and regulatory requirements as noted in the Funding Agreement.

1. Review data in HMIS for accuracy and quality and provide technical assistance to the Subrecipient and other partner organizations as needed.

2. Monitor program performance to evaluate the program's effectiveness in reaching the target population prioritized for assistance and in meeting the performance objectives as stated in OHCS Agreement #OR-502.

3. Facilitate regular meetings with the Subrecipient and other partner organizations to review EO 23-02 expenditures and program performance.

4. Submit reimbursement to Subrecipient within seven (7) business days of receipt of invoice and required documentation.

M. Additional Provisions.

It is agreed and mutually understood by all parties that:

1. Subrecipient will access other community resources.

2. Cultural diversity is a value in hiring, training, and governance; and services are designed to assure that racial, cultural, and religious differences are understood and respected.

3. Services are tailored to the strengths, values, needs, and preferences of the participants.

4. Services are based on current research and best practices.

5. Grantee reserves the right to execute other Agreements and/or Memoranda of Agreement with additional organizations to ensure the full implementation of the Executive Order #OR-502 as described in the Funding Agreement and any amendments approved by OHCS. In such cases, Subrecipient shall be provided 30 days written notice in a manner provided for notices herein.

6. This agreement is subject to termination upon such a directive to ACCESS by OHCS and OHCS shall not be liable to any of the parties to this agreement or to other persons for directing that this agreement be terminated.

7. The Subrecipient hereby confirms that it is an independent contractor and not an agent of OHCS or of Grantee.

N. Insurance Requirements

Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of or failure to perform the work hereunder by the Subrecipient, its agents, representatives, employees, or sub-contractors. Service Provider shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including discrimination, fair housing, ADA violations, and sexual molestation). If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for Bodily Injury and Property Damage.

3. Workers' Compensation (statutory) and Employer's Liability: $500,000 per accident for Bodily Injury or Disease.

4. Professional Errors and Omissions Liability: $1,000,000 per occurrence and $3,000,000 aggregate.

5. Crime/Theft: $25,000

Additional Insurance Provisions

General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Subrecipient; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient.

2. For any claims related to this agreement, the Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be greater than the Subrecipient's insurance.

3. The insurance coverage and limits required must be evidenced by a properly executed Certificate of Insurance form (or its equivalent) and given to the Grantee within 30 days of execution of this document.

4. Thirty (30) days' written notice must be given to the Grantee of any cancellation, intent not to renew, or reduction in the policy coverage.

Entire Subrecipient Agreement:

This Subrecipient Agreement together with the Guidance and Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be modified or amended by either party provided that such modification or amendment is in writing and signed by all affected parties and may be canceled prior to the expiration of its term by either party, for cause or for no cause whatsoever, by serving thirty (30) days written notice of amendment or termination to the other party in the manner provided for notices herein. The Grantee shall not be responsible for funding any activities or services performed by the Subrecipient after the date of termination. If the Subrecipient Agreement is canceled or terminated, the Subrecipient will be compensated for any eligible expenses incurred prior to the notice of cancellation/termination contingent upon the receipt of all outstanding reports and other documents required.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Subrecipient Agreement effective as written above.

Grantee
ACCESS
By: Carrie Borgen
Executive Director

Signature

8-7-23
Date

Address of Administrative Office:

3630 Aviation Way
Street Address

Medford, Oregon 97504
City, State Zip Codes

Email: cborgen@accesshelps.org

Subrecipient
City of Ashland
By: Joseph L. Lessard
City Manager

Signature

8/3/23
Date

Physical Address

20 E. Main St.
Street Address

Ashland, OR 97520
City, State Zip Codes

Email: lessardj@ashland.or.us

Mailing Address (if different from above)

DocuSign Envelope ID: 3707B963-608F-4A91-BF8C-5AF515224E76

Exhibit A

Grant Activities

1. Description

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

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

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

2. Grant Activities

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

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

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

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

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

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

The eligibility categories are as follows:

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

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

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

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

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

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

- No subsequent residence has been identified; AND

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

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

- Are defined as homeless under other listed federal statutes;

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

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

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

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

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

- Has no other safe residence; AND

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

Category 5: Unstably Housed—Individual or family that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Sanitation services

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

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

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

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

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

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

iii. Board expenses (excluding meals);

iv. Planning and implementation of MAC group infrastructure

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

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

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

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

3. Program Specific Reporting

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

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

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

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

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

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

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

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

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

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

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

4. Performance Measures

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

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

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

5. Restrictive Covenants for Shelter Facilities

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

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

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Restrictive Use Period

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

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

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

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

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

Transferring Property Ownership

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

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Oregon's ALL IN: Regional Planning Template and Funding Request

OR-502 (Medford, Ashland/Jackson County CoC)

Contents:

- Overview
- Process
- Data Collection
- Community Analysis
- Goal Setting

Overview

The purpose of Oregon's **All In initiative** is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 **households** statewide this year.

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The Oregon Housing and Community Services Department will deliver $130,000,000 in funding to seven of Oregon's Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

- **Phase 1**: January-February
  - Determine additional state funding opportunities for unsheltered homeless services
  - Establish and begin managing MAC (multi-agency coordination) teams

Phase 2: February-March
- Determine regional impact and needs
- Gather community priorities
- Project this year's progress and possibility
- Set goals and milestones
- Confirm draft regional plan

Phase 3: March-April
- Determine local capacity for approved plan
- Identify outstanding support and resource needs
- Develop local implementation plans

Phase 4: April-December
- Monitor systems improvement
- Iterate on regional plan and strategies
- Support continuous quality improvement

Phase 5: August-December
- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

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This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state's funding process for homeless services under EO-23-02.

Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

1) Data Collection 2) Community Analysis 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an *.

Data Collection
- Partners*
- Population*
- Services*

Community Analysis
- Stakeholder Engagement
- Data Review
- Impact Analysis
- Community Priorities
- Unmet Needs

Goal Setting
- Priority Strategies
- Projections*
- Confirm Goals
- Milestones

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Data Collection

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (*) throughout this template.

Partners

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and

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interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in early in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

Population

State partners have documented* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

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All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

Community Analysis

Part 1: Community Engagement and Data Review

1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

Given the constraints of the timeline and the scope of the prescribed process, the Jackson County Continuum of Care primarily relied on input from direct service providers regarding capacity for service expansion, current unmet needs, and identified barriers to meeting needs and addressing the initial priorities defined by the All In initiative and the specific activities to which the funding is being targeted. The MAC group was also able to leverage data from recent CHIP, CHA, and CNA as well as groups including the Chronic Homeless Outreach Project and the Jackson County Homeless Task Force to inform priorities and planning. In addition, the CoC focused its efforts on providing a range of perspectives through the composition of the MAC Group's members, looking primarily to those organizations that provide direct services to homeless

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and at-risk populations, and ensuring that organizations that serve the most vulnerable subpopulations, including organizations serving the Latinx and Farmworker communities - which is Jackson County's largest minority population - had a seat at the table. These partners were included to assist the CoC in identifying how best to meet the three priorities set forth by the State, and to brainstorm additional local prioritized activities and possible pilot programs that have the potential to encourage greater regional coordination and develop resources to address unmet community needs while supporting successful outcomes at each stage of the continuum of housing.

2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

We recognize that unsheltered homelessness disproportionately impacts some populations and in Jackson County those populations include seniors and people with disabilities, families, and people of color. The data used to support this is largely qualitative and is represented by ongoing and increasing service needs. Code enforcement officers are reaching out to the CoC for support and funding to assist seniors at risk of becoming homeless through inability to maintain their housing. Migrant workers in the illegal marijuana fields are suffering great indignity and threat to their wellbeing and are not represented at all as they are too afraid to seek services or support. Families are struggling in doubled- and tripled-up situations or living in tents because of the absence of family-specific shelters that are safe and meet their specific needs. The Jackson County Homeless Task Force (JCHTF), a CoC Workgroup, is comprised of front-line staff, and those with lived experience, as well as administrative staff and community advocates. This group meets monthly to coordinate services, network, learn about new resources, and to identify emerging trends and changing demographics among the homeless population. The Jackson County Homeless Task Force has direct representation on the CoC board, and several of the CoC board members attend both meetings. The composition of the JCHTF and the consistency of their meetings allows greater opportunities for iterative discourse, as well as regular access and engagement across populations and organizational/regional boundaries. This rich community touchpoint provides the CoC board - and now the MAC group as well – with information about both current needs and emerging trends from a wide range of community groups.

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Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?

   1364

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

   a. Subpopulation 1: low/extremely low-income seniors and people with disabilities
   b. Subpopulation 2: families
   c. Subpopulation 3: people of color, primarily the Latino population and Farmworkers

5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

   5%

6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

   3%

7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?

   114

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What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?

a. Subpopulation 1: Rogue Valley Council of Governments, Senior and Disabled Services, ACCESS, Unite Oregon, St. Vincent dePaul, Rebuilding Together Rogue Valley, Hearts With a Mission, Living Opportunities, Compass House, Unete, APS, Rogue Retreat, Community Works
b. Subpopulation 2: Maslow Project, Hearts With a Mission, Family Nurturing Center, ACCESS, Oasis Center of the Rogue Valley, Salvation Army, Rogue Retreat, Community Works
c. Subpopulation 3: Unete, ACCESS, Coalicion Fortaleza, Northwest Season Workers Association, OHDC, Rogue Retreat, Community Works

8) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

a. Subpopulation 1: Food/Nutrition Services, Rental Assistance, Utility Assistance, Weatherization Assistance, Age-in-Place services and home modifications, Social Supports, Social Security, Healthcare Services, SNAP
b. Subpopulation 2: Rental Assistance, Utility Assistance, Food/Nutrition Services, Backpack food program for school-age kids, School-based supports, Counseling Services, ODHS Self-Sufficiency and Child Welfare, TANF, SNAP, Social Supports, Education, Employment Training, Transportation Assistance
c. Subpopulation 3: Rental Assistance, Utility Assistance, Food/Nutrition Services, Social Supports, Education, Legal Assistance (Eviction Prevention and immigration), Transportation Assistance, Employment Training

Part 3: Community Priorities

9) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

☒ Housing Affordability

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- ☒ Marketing materials
- ☒ Operating costs
- ☒ Other flexible forms of financial assistance
- ☒ Other renovations
- ☒ Peer support Services
- ☒ Planning and development
- ☒ Project management
- ☒ Repairing damages
- ☒ Room and board payments
- ☒ Security deposits
- ☒ Service coordination and integration
- ☐ Signing bonuses
- ☒ Staffing
- ☒ Transportation assistance

- ☒ Emergency Shelter Shortage
- ☒ Street Outreach Services
- ☒ Affordable Housing Landlord Engagement
- ☒ Substance Use Disorder Care and Services
- ☒ Mental Health Care and Services
- ☒ Rapid Rehousing Projects
- ☒ Service Providers – Organizational Capacity
- ☒ Service Providers – Staff/Salary
- ☒ Service Providers – Specific Expertise
- ☒ Medical Care
- ☒ Skilled Nursing Facility Care
- ☒ Nursing Home Shortage
- ☒ Manufactured Housing
- ☒ Housing Development
- ☒ Flexible System Funding/Costs
- ☒ Cleaning or maintenance (e.g., hoarding prevention)
- ☒ Housing-focused Case Management
- ☒ Housing problem-solving assistance
- ☒ Conflict mediation Services
- ☒ Housing Navigation Services
- ☒ Tenant-based rental assistance
- ☒ Project-based rental assistance
- ☒ Housing Choice Vouchers
- ☒ Targeted subsidies
- ☐ Rent buy-down
- ☒ Family reunification transportation assistance
- ☒ Flexible emergency funding
- ☒ Food security payments

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10) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, Other Renovations, Medical Care, Skilled Nursing Facility Care/Shortage, Service Coordination/Integration, Flexible forms of financial assistance, Mental Health Care/SUD Care, Service Providers – Organizational Capacity, Service Providers - Staff/Salary, Service Providers - Specific Expertise, Housing Development
- Subpopulation 2: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Service Providers – Organizational Capacity, Service Providers - Staff/Salary, Service Providers - Specific Expertise, Housing Development
- Subpopulation 3: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Legal Services (housing retention and immigration), Service Providers – Organizational Capacity, Service Providers - Staff/Salary, Service Providers - Specific Expertise, Housing Development

11) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: Affordable Housing and Landlord Engagement
- Urgent and Critical: Housing Problem-solving assistance
- Time Sensitive and Very Important: TBRA/PBRA/HCV
- Not Time Sensitive but Very Important: Housing Focused Case Management
- Important: Operations Support

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Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to prevent unsheltered homelessness

☒ Technical assistance and support to integrate **housing problem-solving into street outreach.**

☐ Offering **flexible housing-related funding for institution-involved families, youth, and single adults** who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

- ☐ Housing-focused case management
- ☐ Service coordination and integration
- ☐ Targeted subsidies
- ☐ Flexible emergency funding
- ☐ Room and board payments
- ☐ Transportation assistance
- ☐ Food security payments
- ☐ Other flexible forms of financial assistance

☒ Offering **flexible housing-related funding for older adults and people with disabilities** – including people with mental health conditions and/or substance use disorders –to reduce housing

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instability by providing access to housing-related home- and community-based services. Eligible activities include:

- ☐ Housing-focused case management
- ☐ Service coordination and integration
- ☐ Targeted subsidies
- ☐ Flexible emergency funding
- ☐ Room and board payments
- ☐ Transportation assistance
- ☐ Food security payments

☐ Other flexible forms of financial assistance

☒ Funding **encampment-specific prevention and shelter diversion to permanent housing or family reunification** (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- ☐ Housing-focused outreach
- ☐ Housing-focused case management
- ☐ Family reunification transportation assistance
- ☐ Housing problem-solving assistance
- ☐ Flexible emergency funding

☐ **Expand or establish geographically robust street outreach efforts** that provide access to the full menu of services available in your community. Eligible activities include:

- ☐ Service coordination and integration
- ☐ Harm reduction training
- ☐ Peer support
- ☐ Housing problem-solving assistance
- ☐ Conflict mediation
- ☐ Family reunification transportation assistance

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Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

☐ **Technical assistance and support to re-evaluate current emergency shelter rules** that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

☒ **Expand non-congregate shelter** through acquisition and development through the following eligible activities:

- ☐ Acquisition of existing structure or vacant land
- ☐ Demolition costs
- ☐ Development hard costs
- ☐ Site improvements
- ☐ Related soft costs
- ☐ Replacement reserve

Expand emergency shelter bed capacity through the following eligible activities:

- ☐ Major rehabilitation
- ☐ Conversion
- ☐ Other renovation

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Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

☒ Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

☒ Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

☒ **Technical assistance and support to analyze your Continuum of Care region's funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

☐ Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

☐ Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- ☐ Planning and development
- ☐ Marketing materials
- ☐ Holding fees
- ☐ Signing bonuses
- ☐ Security deposits
- ☐ Rent buy-down
- ☐ Repairing damages
- ☐ Cleaning or maintenance (e.g., hoarding prevention)

☐ Develop and implement a **housing surge** and/or **housing fair.** Eligible activities include:

- ☐ Staffing
- ☐ Admin
- ☐ Project management
- ☐ Fiscal Agent
- ☐ Tenant-based rental assistance
- ☐ Housing-focused case management
- ☐ Third-party inspection services

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☐ Develop and implement a **master leasing program**. Eligible activities include:

- ☐ Staffing
- ☐ Admin
- ☐ Project management
- ☐ Fiscal Agent
- ☐ Project-based rental assistance
- ☐ Housing-focused case management
- ☐ Third-party inspection services
- ☐ Operating costs

Goals

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our CoC Region will add a minimum of _67_ emergency shelter beds by this date: 1/10/2024.

Rapidly rehouse

Our CoC Region will rapidly rehouse _133_ people experiencing unsheltered homelessness by this date: 1/10/2024.

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Milestones

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding, in partnership with OHCS and OEM.

Month	Progress Milestones	Systems Improvement Actions
March 2023	• March 10 – Community Planning documents submitted • Anticipate funding allocation • Contingency Planning • Implementation plan for MAC group evolution	• Ongoing MAC meetings to develop plan for ongoing work • Plan strategy/timing for expanding MAC participation • Respond to feedback from Community Planning documents • Discuss community HMIS capacity/needs/training
April	• Anticipate state funding contracts in place • Final project selection complete • Implement procurement approach • OHCS TA for HMIS	• Determine procurement approach • Broaden community engagement to address specific needs (eg. Landlord engagement) • Determine contract language • Set distribution/reporting requirements • Project tracking and amelioration discussion

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	• Program selection complete • Funds distribution plan complete • Project tracking plan in place • OHCS HMIS training initiated	• Project tracking strategy planning • Discuss collaborative plans for all RRH programs and develop guidelines • Discuss collaborative plans for street outreach teams • Discuss flexible funding strategies and access point for outreach teams
June	• Subcontractor procurement determined and in process • OHCS HMIS training completed • Publish RRH Program Guidelines	• Collaborative RRH and Street Outreach efforts in place • Programs are developed in HMIS in accordance with state guidance • Discuss collaborative plans around landlord engagement
July	• Subcontractor contracts in place • Funded programs are serving households • Programs entering data into HMIS • Encampment/Street Outreach efforts active	• Create landlord engagement package including policies and procedures; collaborate with stakeholders • Expand MAC to include behavioral health providers
August	• Emergency shelters expanding capacity • Site work for additional emergency shelter begins • Renovation of 20 new beds for medically fragile discharges/seniors/disabled • Homelessness Prevention – 50 HH • ReHousing – 25 HH	• MAC reviews HMIS data and program reporting • Determine changing needs/update plans as needed • Review collaborative strategies for RRH • Discuss opportunities to expand connections to behavioral and physical healthcare for participants

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	• Homeless Prevention – 75 HH • ReHousing – 25 HH • Emergency Shelter – 17 new beds • Siting/Infrastructure in place for 60 new non-congregate ES	• MAC reviews HMIS data and program reporting – determine need for updates/changes • Continue to engage behavioral and physical healthcare providers to improve access and support for participants
October	• Homeless Prevention – 80 HH • ReHousing – 30 HH • Open 60 new non-congregate Emergency Shelter Beds	• MAC reviews HMIS data and program reporting – determine need for updates/changes
November	• Homeless Prevention – 80 HH • ReHousing – 30 HH • Renovation project complete	• MAC reviews HMIS data and program reporting – determine need for updates/changes • Discussion about All-In Program challenges and successes • Assess for next steps after 1/10/2024
December	• Homeless Prevention – 25 HH • ReHousing – 20 HH • New beds available for medically fragile discharges/seniors/disabled Discuss sustainability of new/expanded programs	• MAC reviews HMIS data and program reporting – determine need for updates/changes • Discussion about All-In Program challenges and successes • Plan for next steps after 1/10/2024

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Project Type	***Units Available***	***Total Units***	***Avg. Cost Per Unit***
Emergency Shelter Beds – Adult Only	6	148	3000
Emergency Shelter Beds – Adults with Children	52	32	3000
Emergency Shelter Beds - Youth	0	15	3000
Transitional Housing	22	41	7000
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	20		2500
Permanent Supportive Housing	45	191	350000
Other Permanent Housing	5	56	593
Housing Choice Vouchers	0	2500	5600
Service Type	*Slots Available*	*Total Slots*	*Avg. Cost Per Service*
Outreach	2300	2208	900
Rental Assistance	155	105	7500
Case Management	585	633	1500
Landlord Engagement		0	2000
Housing Navigation	465	1223	3500

Project Type	***City***	***County***	***State***	***Federal***	***Private***	***Total***
Emergency Shelter Beds – Adult Only	$506,346.00		$1,170,293.00	$48,584.00	$76,694.00	$1,801,917.00
Emergency Shelter Beds – Adults with Children	$155,833.00	$32,895.00	$232,466.00	$367,068.00	$274,382.00	$1,062,644.00
Emergency Shelter Beds - Youth						$0.00

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Transitional Housing	$22,500.00		$141,822.00	$111,026.00	$46,249.00	$321,597.00
Joint Transitional Housing/Rapid Rehousing						$0.00
Rapid Rehousing			$167,296.00	$109,556.00		$276,852.00
Permanent Supportive Housing	$1,001,000.00	$172,500.00	$9,084,000.00	$25,310,115.00	$15,015,000.00	$50,582,615.00
Other Permanent Housing	$21,831.00	$60,000.00	$571,173.00	$3,298,456.00		$3,951,460.00
Housing Choice Vouchers				$14,000,000.00		$14,000,000.00
Service Type						$0.00
Outreach	$161,333.00	$92,905.00	$1,266,877.32	$1,538,183.11		$3,059,298.43
Rental Assistance			$2,981,025.59	$1,081,309.28	$1,500.00	$4,063,834.87
Case Management	$14,359.00		$1,274,124.96	$90,627.18	$75,429.00	$1,454,540.14
Landlord Engagement						$0.00
Housing Navigation			$144,913.00		$256,427.00	$401,340.00
Total Investments	**$1,883,202.00**	**$358,300.00**	**$17,033,990.87**	**$45,954,924.57**	**$15,745,681.00**	**$80,976,098.44**

MASTER GRANT AGREEMENT 2021-2023

EXHIBIT B

STANDARD TERMS AND CONDITIONS

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

1.1 Disbursement

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

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

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

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

1.1.5 Backup Documentation; Substantiation.

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

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

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

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

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

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

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

1.3 Advances and Reimbursement of Grant Funds.

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

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

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

1.4 Disallowance of Costs.

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

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

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

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

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

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

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

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

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

2. Nonexclusive Remedies Related to Funding.

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

2.1.1 Minimum Spending Targets:

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

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

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

2.3 Subgrantee Board and Housing Stability Council Notification Protocols.

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

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

2.4 Withholding, Retention, and Redistribution of Grant Funds.

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

2.4.2 Retention or Redistribution of Grant Funds.

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

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

2.4.3 Repayment of Excess Disbursed Funds.

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

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

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

3. Rollover Funds From a Prior Grant Agreement.

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

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

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

4. Online Systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Compliance and Monitoring.

6.1 Compliance.

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

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

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

6.2 OHCS to Monitor Subgrantee.

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

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

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

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

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

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

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

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

6.4 Subgrantee to Monitor Its Subrecipients.

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

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

6.5 OHCS Findings and Reports.

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

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

7. Representations and Warranties.

7.1 Organization / Authority. Subgrantee represents and warrants that:

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

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

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

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

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

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

8. Confidentiality.

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

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

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

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

10. Subgrantee Status and Certifications.

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

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

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

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

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

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

covered transactions by any federal department or OHCS;

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

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

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

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

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

12. Default.

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

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

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

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

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

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

13. Remedies.

13.1 OHCS Remedies.

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

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

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

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

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

13.2 Subgrantee Remedies. In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

14. Termination.

14.1 Mutual. This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 By OHCS. OHCS may terminate this Agreement as follows:

14.2.1 At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

14.2.2 Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

14.2.4 Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

14.3 By Subgrantee. Subgrantee may terminate this Agreement as follows:

14.3.1 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

14.3.2 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

14.3.3 Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

14.4 Cease Activities. Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

15. Miscellaneous.

15.1 Conflict of Interest.

15.1.1 Generally. By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement

and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

15.1.2 Conflict of Interest Policy and Reporting. A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

15.2 Nonappropriation. OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

15.3 Amendments.

15.3.1 OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

15.3.2 Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

15.3.3 All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

15.4 Notices. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

15.5 Required Notifications to OHCS. In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

15.6 Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

15.7 Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

15.8 Severability. The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

15.10 Indemnity. Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

15.11 Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

15.12 Compliance with Law. In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

15.13 No Third-Party Beneficiaries. OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

15.14 Assignment and Successors. Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

15.15 Contracts and Subgrants. Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

15.16 Time of the Essence. Time is of the essence in the performance of this Agreement.

15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

15.18 Records Maintenance and Access. Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

15.19 Audits.

15.19.1 OHCS Required Audits. As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

15.19.2 Federal Audits. If Subgrantee expends $750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

15.20 Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

15.21 Agreement Documents. This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

15.22 Merger. This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

15.23 Waiver. No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

15.24 Diversity, Equity, and Inclusion. OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

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MASTER GRANT AGREEMENT 2021-23

EXHIBIT C

SPECIAL PROVISIONS

1. Procurement.

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

a. Contracts for Goods and Services.

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law. http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login.

2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than $5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:

   a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.

   b. Comply with Exhibit B, Section 5, Fixed Assets.

b. Construction Contracts.

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.

2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, https://www.oregon.gov/ccb/Pages/index.aspx

2. Wage Determinations.

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; www.wdol.gov; and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (**PWRL**) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

3. Emerging Small, Minority, Women-Owned Business Objectives.

It is an important business objective of OHCS to promote the economic enhancement of small businesses (**SBE**), minority businesses (**MBE**), and women-owned businesses (**WBE**). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. https://oregon4biz.diversitysoftware.com/

4. Subrecipient Agreements (Subawards).

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

a. The services or benefits that the Subrecipient must provide when delivering the program.

b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).

c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.

d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

5. Subgrant or Contractual Determination.

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

a. Use of Judgment in Making Determination.

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

b. Applicability to For-profit Subrecipients.

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

c. Compliance Responsibility for Contractors.

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

6. Responsibility for Work.

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

7. Implementation Report(s) and Budget(s).

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

8. Maintenance of Programmatic Capacity and Non-Compliance.

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

9. Financial Integrity.

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.

b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:

1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.

2. In payment of eligible activities or services performed under this Agreement.

3. In payment of services performed or supplies delivered during the applicable Program Element period;

4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and

5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.

c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.

d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:

1. An agreement that complies with the requirements of this Agreement.

2. Documentation of the non-profit status of the subrecipient; and

3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.

4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.

e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:

1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.

2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.

3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.

f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

10. Programmatic Integrity

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.
Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

11. Reporting

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.

FSRs (Financial Status Reports) are due to OHCS on the 20th of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

12. Eligibility Determination.

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

[The balance of this page is intentionally left blank.]

Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

1) Assure that program funds are used only for program services consistent with program requirements.

2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.

3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.

4) Serve only households whose eligibility has been determined in compliance with program requirements.

5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.

6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.

7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.

8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

   a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.

   b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.

   c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.

   d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.

   e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.

10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.

11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.

12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.

13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.

14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.

15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

City of Ashland Monthly Congregate Shelter Cost-CORRECTED

Melissa Markos <mmarkos@accesshelps.org>

Sat 2/17/2024 2:10 PM

To:Sabrina Cotta <sabrina.cotta@ashland.or.us>;Doug McGeary <doug.mcgeary@ashland.or.us>;Linda Reid <linda.reid@ashland.or.us>
Cc:Melanie Doshier <mdoshier@accesshelps.org>;Carrie Borgen <cborgen@accesshelps.org>;Anne Gesling <agesling@accesshelps.org>

[EXTERNAL SENDER]

Dear Sabrina,

In our haste to get this to you late Friday, the original email contained a few typos. They are corrected in the email below along additional clarifications. Our apologies for any inconvenience the original email caused.

Thank you,

Melissa Markos
Grants/Relationship Manager- COC OR-502 Lead
P: (458) 488-1216
www.accesshelps.org

ACCESS BUILDING COMMUNITY

Jackson County
CONTINUUM of CARE

Confidentiality Notice: This message is intended exclusively for the individual to whom it is addressed. This communication may contain information that is proprietary, privileged, or confidential or otherwise exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

Dear Sabrina,

I hope this email finds you well. Per your request, we conducted an analysis of the average operational and facility cost of a congregate nightly shelter in Jackson County. We have determined the average cost ranges from $2,000 to $3,000 per bed per month.

In the interest of aligning our efforts with other community investments, we have prepared a breakdown of the initial and proposed additional investment for the facility as well as the operational costs of a 30-bed shelter over a 10-year period. Please note that the operational costs include all services.

We used the 10-year period for this example because that is the amount of time it would take for the Ashland nightly shelter to compare with other Jackson County shelter monthly costs per bed. Also, the 10-year period is what was asked in the application and answered in the affirmative by the City of Ashland. This application was used by the rating and ranking committee to determine which community partners received funds through the Executive Order.

Please let me know if you need additional clarification or information.

Cost Breakdown

Initial Investment: $1,158,200
Building Remodel Investment: $1,800,000
Operational Period 10 years: $8,400,000 ($70,000 per month for 30 beds)
Total 10-year Investment: $11,358,200

Per Bed/Per Month Cost: $3,155

Please let us know if this 10-year commitment would work for the City of Ashland as soon as possible. Should you require any further information or clarification regarding these figures, please do not hesitate to reach out. We are committed to assisting you in your endeavors to enhance community services and support initiatives for those in need.

Thank you,

Melissa Markos
Grants/Relationship Manager- COC OR-502 Lead
P: (458) 488-1216
www.accesshelps.org

ACCESS
BUILDING COMMUNITY

Jackson County
CONTINUUM of CARE

Council Business Meeting

March 5, 2024

Agenda Item	Authorizing Resolution Water Revenue Bonds	
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 Council is a request to approve an updated authorizing resolution for the issuance of water revenue bonds and repeal the previously approved resolution. In fall of 2021 the City was invited by the Environmental Protection Agency (EPA) to submit a formal loan application package for the Water Infrastructure Finance and Innovation Act (WIFIA) program to fund a majority of the new Water Treatment Plant Project. In order to move forward with financing the Water Treatment Plant Project through the WIFIA program, a revenue bond resolution is required. This is one of many required steps to be completed as part of submitting the final loan application to the EPA.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals, Visions and Values:

- Public Safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment

Essential Services

- Infrastructure

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 ACTION

- June 7, 2016 Business Meeting, Council approved a $14,811,865 loan with the Oregon Infrastructure Finance Authority (IFA) for the design and construction of a new Water Treatment Plant. (Minutes, Staff Report)
- October 1, 2019 Business Meeting, Council approved a $3,662,659 contract with HDR Engineering for the final design of the new Water Treatment Plant. (Minutes, Staff Report)
- October 15, 2019 Business Meeting, Council approved the preliminary engineering phase for the Dam Safety Improvement Project. (Minutes, Staff Report)

- July 5, 2022 Business Meeting, Council approved a resolution and associated contract to reduce the existing loan through the IFA in anticipation of moving forward with funding through the EPA. (Staff Report)

BACKGROUND AND ADDITIONAL INFORMATION

The City submitted a letter of interest in summer of 2021 to the EPA for the WIFIA program in connection with the Water Treatment Plant Project. In fall of 2021 the City was formally invited by the EPA to submit a full loan application for the WIFIA program to fund a majority(all) of the new water treatment plant project.

Public Works staff is and has been working with the Finance Department, the City's Financial Advisor and Bond Counsel to develop the necessary loan application materials required of the WIFA program. As part of working through the process a borrowing resolution is required. The Council previously approved resolution no. 2022-29 at the September 20, 2022 Business Meeting. This resolution authorized the maximum borrowing of $44 million which at the time was consistent with the projected 80% available funds from the EPA with the remaining 20% to come from other non-federal sources.

Since that time in a coordinated effort between staff and the EPA, the EPA has determined the maximum eligibility of WIFI funds is $75 million based on in-kind matching value provided by the City (land value and consultant services). This totalized eligibility aligns with the most recent project cost estimates developed by HDR Engineering. The total amount will be reduced by any grant funding received by the City to support the project.

Cost Summary

Summary of Opinion of Probable Construction Cost		
High Range		Low Range
+15%	**WTP Construction Costs**	-10%
$ 70,424,000	$ 61,238,000	$ 55,115,000
Summary of Opinion of Probable Construction Cost		
High Range		Low Range
+15%	**Solar Array Construction Costs**	-10%
$ 2,458,000	$ 2,137,000	$ 1,924,000
Summary of Opinion of Probable Construction Cost		
High Range		Low Range
+15%	**BESS Construction Costs**	-10%
$ 3,063,000	$ 2,663,000	$ 2,397,000

Since 100% of the project can be funded through the EPA it was determined the best and most appropriate course of action would be to repeal the previously adopted resolution and have the Council approve a new resolution matching the maximum potential funding through the EPA.

Approval of the updated resolution will allow City staff to move forward with closing the loan documents for the project and move into the construction phase once the final design plans and specifications are completed.

Water Bond Resolution Background

As a reminder the water revenue bond resolution describes the requirement to provide public notice, sets the maximum amount of bonding, details that debt for bonding is secured by water system revenues, provides delegation to the City Manager and Finance Director or "designee" to sell bonds as required to support the projects, negotiate and enter into the final agreements, apply for credit ratings and finally it declares the intent to reimburse expenditures for the projects with revenues from the bonds. Technically the City will not be issuing bonds for the project as all the funding will come from the EPA, but the resolution is still required to allow for the borrowing.

Process Steps:

1. Develop and Approve Water Revenue Bond Resolution **(Complete, but needs updating)**
2. Post Public Notice of Water Revenue Bond Resolution **(Completed, but will be redone with new resolution**)
3. Obtain Indicative Credit Rating and Preliminary Plan of Finance **(Complete)**
4. Complete WIFIA Loan application **(Complete)**
5. Submit Application to EPA **(Complete**)
6. Develop water revenue and rate forecast **(Complete)**
7. Finalize Plan of Finance and Obtain Final Credit Rating **(In-process)**
8. Negotiate Final Terms and Conditions for Borrowing with EPA **(In-process)**
9. Close Loan **(June 2024 anticipated)**

FISCAL IMPACTS

The resolution allows the City to borrow using the EPA funds for the treatment plant project but does not obligate the City to the full amount. The true amount will be determined once bids are solicited for the project and the outcome of grant funding applications are known.

Funds are appropriated in the current budget to complete the final engineering phase of the project and move into the construction phase.

Council was also previously presented information on potential water rate impacts to support the water fund and the treatment plan project along with enhancements to the low-income utility assistance program. Public Works and Finance staff are working on minor changes to the

recommended water rate increases and updates to the utility assistance program while navigating the final funding push for the project.

As previously discussed during the water rate presentation, staff will also be moving forward with a water "Costs of Service" study to outline potential changes to create an even more progressive rate structure.

STAFF RECOMMENDATION

Staff recommends approval of the water revenue bond resolution in order to move forward with financing of the water treatment plant project.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve "A RESOLUTION OF THE CITY OF ASHLAND, OREGON AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS FOR WATER PROJECTS AND REPEALING RESOLUTION NO. 2022-29".

REFERENCES & ATTACHMENTS

Attachment #1: Resolution No. 2024-05

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY OF ASHLAND, OREGON AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS FOR WATER PROJECTS AND REPEALING RESOLUTION NO. 2022-29

THE CITY OF ASHLAND, OREGON FINDS:

A. The City of Ashland, Oregon (the "City") previously adopted Resoluton No. 2022-29 on September 20, 2022, which authorized a borrowing in a principal amount not to exceed $44,000,000 to provide for capital improvements to the City's water system, including but not limited to water treatment plant improvements, east and west forks transmission line rehabilitation, and dam safety improvements.

B. The City has since determined that it requires additional borrowing authority to finance capital improvements to the City's water system, including but not limited to water treatment plant improvements and east and west forks transmission line rehabilitation (collectively, the "Water Projects") and therefore adopts this resolution to repeal Resolution No. 2022-29 and authorize the City to issue revenue bonds in an aggregate principal amount not to exceed $75,000,000 to finance the Water Projects.

C. The City is authorized to issue revenue bonds for a public purpose under ORS 287A.150 and related statutes (the "Act"). Revenue bonds issued under the Act may be payable from all or any portion of the water revenues of the City.

D. The City may authorize revenue bonds under the Act by publishing a notice describing the revenue bonds. Unless at least five percent of the City's electors sign and file a petition to refer the bonds to an election within sixty days after the notice is published, the City may issue the revenue bonds described in the notice.

E. It is financially feasible and in the best interests of the City to authorize the issuance of revenue bonds under the Act in order to provide the Water Projects.

F. It may be desirable to issue revenue bonds to finance the Water Projects under one or more financing structures, including as water revenue bonds to the federal government through thhe Environmental Protection Agency ("EPA") Water Infrastructure Finance and Innovation Act ("WIFIA") lending program.

G. Prior to the issuance of the water revenue bonds, the City may incur certain capital expenditures with respect to the Water Projects from available moneys of the City and wishes to declare its official intent to reimburse itself for any such expenditures from the proceeds of water revenue bonds authorized by this resolution.

THE CITY OF ASHLAND RESOLVES:

Section 1. Resolution 2022-29 Repealed.

The City hereby repeals Resolution No. 2022-29.

Exhibit A Notice of Revenue Bond Authorization

Section 2. Revenue Bonds for Water Projects Authorized.

a) The City hereby authorizes the issuance of not more than Seventy-Five Million Dollars ($75,000,000) in aggregate principal amount of revenue bonds. The proceeds of the revenue bonds may be used to finance costs of Water Projects, pay capitalized interest, fund bond reserves for the revenue bonds, and to pay costs related to the issuance of the revenue bonds. The revenue bonds shall be issued and sold in accordance with the Act.

b) The bonds authorized by this resolution shall be special obligations of the City that are payable solely from water system revenues and related amounts that the City pledges to pay the bonds.

Section 3. Notice; Procedure.

In accordance with ORS 287A.150, the bonds authorized by Section 1 of this resolution may not be sold, and no purchase, finance, or loan agreement for those bonds may be executed until at least sixty (60) days after publication of the Notice of Revenue Bond Authorization in substantially the form which is attached to this resolution as Exhibit A (the "Notice"). The City shall cause that notice to be published promptly after adoption of this resolution. The Notice shall specify the last date on which petitions may be submitted, and shall be published in at least one newspaper of general circulation within the boundaries of the City in the same manner as are other public notices of the City.

If the City receives petitions for an election, containing valid signatures of not less than five percent (5%) of the City's electors, by the date indicated in the Notice, not to exceed 60 days from date of publication of notice, the question of issuing the bonds shall be placed on the ballot at the next lawfully available election date and no bonds may be sold until the question of issuing the bonds is approved by a majority of the electors of the City who vote on that question.

Section 4. Delegation.

The City may sell and issue the Water Bonds, as defined below, as soon as permitted by ORS 287A.150. The City designates the City Manager, Finance Director, Public Works director, or a designee of any of those officials (each a "City Official") to act on behalf of the City, and without further action by the City Council, to:

a) Issue the revenue bonds authorized by this resolution (the "Water Bonds") in one or more series, which may be sold at different times.

b) Subject to the limits of this resolution, establish the final principal amounts, lien status, maturity schedules, interest rates, redemption terms, and other terms for each series of Water Bonds.

c) Issue the Water Bonds as short or intermediate term bonds to provide interim financing for Water Projects and enter into lines of credit or similar documents which permit the City to draw Water Bond proceeds over time.

d) Participate in the preparation of, authorize the distribution of, and deem final the preliminary and final official statements and any other disclosure documents for each series of the Water Bonds, as applicable.

e) Either publish a notice of sale, receive bids and award the sale of that series to the bidder complying with the notice and offering the most favorable terms to the City, or select one or more underwriters or lenders and negotiate the sale of that series with those underwriters or lenders and execute and deliver a bond purchase agreement or other document in connection with such sale, including a sale of a series of Water Bonds with the EPA.

f) Seek the consent of the Oregon Business Development Department ("OBDD") and comply with the provisions of the loans outstanding with the OBDD so that the Water Bonds may be issued with a lien on net revenues that is equal or superior to the lien that secures the OBDD loans.

g) Draft and approve the terms of a master water system declaration in substantially the form attached to this resolution as Exhibit B, with such changes as the City Official may approve, which pledges the revenues of the City's water system to the Water Bonds, contains covenants regarding the operation of the water system and the levels of water system fees and charges that the City must impose, describes the terms of the Water Bonds, and describes the terms under which fuure obligations may be issued on a parity with the Water Bonds.

h) Enter into covenants that are designed to obtain more favorable terms for the City, including covenants required by the EPA's WIFIA lending program.

i) Make contributions to bond reserve accounts that the City Official determines are desirable and determine the reserve requirement, if any, for each series of the Water Bonds.

j) Apply for one or more credit ratings on any series of Water Bonds, as necessary.

k) Issue any qualifying series of Water Bonds as "tax-exempt bonds" bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended (the "Code") and enter into covenants for the benefit of the owners of those series to maintain the excludability of interest on those series from gross income under the Code.

l) Designate any qualifying series of Water Bonds as "qualified tax-exempt obligations" pursuant to section 265(b)(3) of the Code, if applicable.

m) If the federal government approves subsidy payments or tax credits for municipal bonds and those subsidies or tax credits are estimated to reduce the net debt service payments for the Water Bonds, issue any series of Water Bonds as eligible for those federal subsidies or tax credits, and enter into related covenants to maintain the eligibility of such series of Water Bonds for those subsidies or tax credits.

n) Issue any series of Water Bonds as "taxable bonds" bearing interest that is includable in gross income under the Code.

o) Execute any documents and take any other action in connection with the Water Bonds which the City Official finds will be advantageous to the City.

Section 5. Declaration of Intent to Reimburse.

The City hereby declares its official intent to reimburse itself with the proceeds of the Water Bonds for any expenditures on the Water Projects paid prior to the issuance of the Water Bonds. This declaration is adopted as official action of the City in order to comply with United States Treasury Regulation 1.150-2.

Section 6. Effective Date.

This resolution shall take effect upon signing by the Mayor.

This resolution was duly PASSED and ADOPTED this _____ day of March, 2024.

_____
Alissa Kolodzinski, City Recorder

SIGNED AND APPROVED this __th day of _____, 2024.

By _____

Tonya Graham, Mayor

Reviewed as to form:

_____

Carmel S. Zahran, Assistant City Attorney

Exhibit A Notice of Revenue Bond Authorization

Exhibit A
Resolution No. 2024-05
Notice of Revenue Bond Authorization

NOTICE IS HEREBY GIVEN that the City of Ashland, Oregon (the "City") adopted Resolution No. [_____] on March [__], 2024, authorizing the issuance of revenue bonds in one or more series to finance costs of capital improvements to the City's water system, including but not limited to water treatment plant improvements and east and west forks transmission line rehabilitation (collectively, the "Water Projects").

The bonds described in this notice are expected to be paid from water system revenues. The bonds will not be general obligations of the City, and neither the authorization nor issuance of the bonds described in this notice will authorize the City to levy any taxes.

The City hereby authorizes the issuance of not more than Seventy-Five Million Dollars ($75,000,000) in aggregate principal amount of revenue bonds. Bond proceeds will be used solely to pay for costs of the Water Projects and costs related to the issuance of the bonds, and may also be used to pay capitalized interest and fund debt service reserves. Resolution No. 2022-29, which was previously adopted and authorized a borrowing in a principal amount not to exceed $44,000,000 to provide capital improvements to the City's water system, is hereby repealed and Resolution No. ___ supercedes that resolution.

If written petitions requesting an election on the issuance of the bonds, signed by not less than five percent (5%) of the City's electors, are filed with the City on or before [_____] (60 days after the notice publication date), the question of issuing the bonds shall be placed on the ballot at the next legally available election date.

The City's offices are located at 20 East Main Street, and a copy of the resolution authorizing the bonds is available from the City Manager's Office at that address. The bonds will be issued and sold under ORS 287A.150 and related statutes; this Notice is published pursuant to ORS 287A.150(4).

Exhibit B
Resolution No. 2024-05
Form of Master Water Systen Revenue Bond Declaration

MASTER WATER SYSTEM REVENUE BOND DECLARATION

City of Ashland, Oregon

Water Revenue Bond
Series 2024

Executed by the City Official of the City of Ashland, Oregon

As of the ___ day of _____, 2024

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MASTER WATER SYSTEM REVENUE BOND DECLARATION

THIS MASTER WATER SYSTEM REVENUE BOND DECLARATION is executed as of _____, 2024, by an authorized City Official of the City of Ashland, Oregon pursuant to authority of the Resolution to establish the terms under which the City's Water Revenue Bond, Series 2024 and future Parity Bonds may be issued.

Section 1. Findings.

a. The City finds that it adopted the Resolution pursuant to Oregon Revised Statutes ("ORS") Section 287A.150 and related provisions of ORS Chapter 287A. The Resolution authorizes the City to issue water revenue bonds in an amount that is not more than Seventy-Five Million Dollars ($75,000,000) to pay for Water Projects as described in the Resolution. The proceeds may also be used to pay capitalized interest, fund bond reserves, if any, and pay costs related to the financing.

b. This Master Declaration establishes the terms under which the City's Water Revenue Bond, Series 2024 is issued and the terms under which future obligations may be issued on a parity with the Series 2024 Bond and the IFA Loans (as defined below).

c. Prior to issuance of the Series 2024 Bond, the City has two borrowings outstanding that are secured by Net Revenues of the Water System (both as defined herein): (1) Safe Drinking Water Revolving Loan Fund Financing Contract, No. S14005 and related Promissory Note dated as of July 2014, as amended (collectively, the "2014 IFA Loan"), between the City and the Oregon Infrastructure Finance Authority ("IFA"), outstanding in the approximate amount of $[____], and (2) Safe Drinking Water Revolving Loan Fund Financing Contract, No. S16021 and related Promissory Note dated as of June 2016 (collectively, the "2016 IFA Loan" and together with the 2014 IFA Loan, the "IFA Loans"), between the City and IFA, outstanding in the approximate amount of $[____]. IFA and the City have agreed that the IFA Loans will constitute Bonds under this Master Declaration and therefore the Series 2024 Bond, to the extent represented by the Parity WIFIA Amount, will be secured on parity with the IFA Loans.

Section 2. Definitions.

Unless the context clearly requires otherwise, capitalized terms that are used in this Master Declaration shall have the meanings defined for those terms in this Section 2.

"Adjusted Coverage Revenues" means the Coverage Revenues, adjusted for purposes of Section 7.1.C(ii) as provided in Section 7.3.

"Adjusted Net Revenues" means the Net Revenues, adjusted for purposes of Section 7.1.C(ii) as provided in Section 7.3.

"Annual Bond Debt Service" means in any Fiscal Year the amount of principal and interest required to be paid in that Fiscal Year on all Outstanding Bonds, adjusted as follows:

(a) Interest which is to be paid from Bond Proceeds shall be subtracted;

(b) Bonds which are subject to scheduled, noncontingent redemption/prepayment or

tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be Outstanding on the final maturity date shall be treated as maturing on that date;

(c) Interest subsidies shall be subtracted from the interest due on Interest Subsidy Bonds as provided in Section 6.5;

(d) Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and,

(e) Each Balloon Payment shall be assumed to be paid according to its Balloon Debt Service Requirement.

"Auditor" means a person authorized by the State Board of Accountancy to conduct municipal audits pursuant to ORS 297.670.

"Balloon Debt Service Requirement" means the Committed Debt Service Requirement for a Balloon Payment or, if the City has not entered into a firm commitment to sell Bonds or other obligations to refund that Balloon Payment, the Estimated Debt Service Requirement for that Balloon Payment.

"Balloon Payment" means any principal payment for a Series of Bonds which comprises more than twenty-five percent of the original principal amount of that Series, but only if that principal payment is designated as a Balloon Payment in the closing documents for the Series.

"Base Period" means the alternative selected by the City from the following two options: (a) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of a Series of Parity Bonds; or (b) the most recently completed fiscal year for which audited financial statements are available.

"BEO" means "book-entry-only" and refers to a system for clearance and settlement of securities transactions through electronic book-entry changes, which eliminates the need for physical movement of securities.

"Bond" or "Bonds" means the IFA Loans and any Parity Bonds.

"Bond Counsel" means a law firm selected by the City and having knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Reserve Account" means the Bond Reserve Account in the Water Fund described in Section 5.3 of this Master Declaration.

"Business Day" means any day except a Saturday, a Sunday, a legal holiday, a day on which the offices of banks in Oregon or New York are authorized or required by law or executive order to remain closed, or a day on which the New York Stock Exchange is closed.

"City" means the City of Ashland in Jackson County, Oregon.

"City Council" means the City Council of the City.

"City Official" means the City Manager, Finance Director, Public Works director, or a designee of any of those officials to act on behalf of the City.

"Closing" means the date on which a Series of Bonds is delivered in exchange for payment.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

"Committed Debt Service Requirement" means the schedule of principal and interest payments for a Series of Bonds or other obligations which refund a Balloon Payment, as shown in the documents evidencing the City's firm commitment to sell that Series. A "firm commitment to sell" means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the Series of refunding Bonds or other obligations, subject only to the conditions which customarily are included in such documents.

"Coverage Revenues" means the Net Revenues less System Development Charges.

"Credit Facility" means a letter of credit, a municipal bond insurance policy, standby bond purchase agreement or other credit enhancement device which is obtained by the City to secure payment in full of Bonds, and which is issued or provided by a Credit Provider.

"Credit Provider" means the person or entity that is: (i) obligated to make or guarantee payments under a Credit Facility or Reserve Credit Facility; and (ii) whose long-term debt obligations or claims-paying ability (as appropriate) are rated, at the time the Credit Facility or Reserve Credit Facility is issued, in one of the two highest rating categories by Moody's, S&P, or Fitch. Under rating systems in effect on the date of this Master Declaration, a rating in one of the two highest rating categories by a Rating Agency would be a rating of "AA-/Aa3" or better.

"Debt Service Account" means the Debt Service Account described in Section 5.2 of this Master Declaration.

"DTC" means The Depository Trust Company or any other qualified securities depository designated by the City as its successor.

"Estimated Debt Service Requirement" means the schedule of principal and interest payments for a hypothetical Series of Bonds that refunds a Balloon Payment, that is prepared by the City Official and that meets the requirements of Section 6.4.

"Event of Default" means any event specified in 11.2 of this Master Declaration.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by State law.

"Fitch" means Fitch Ratings, Inc., its successors and assigns.

"Fund" or "Account" refers to any fund, account, or other accounting concept that permits the City to account accurately for amounts that are credited to it under this Master Declaration. A "Fund" in this Master Declaration does not need to appear as a "fund" in the City's budget and

an "Account" in this Master Declaration does not need to appear as an "account" in the City's budget.

"Government Obligations" means (a) direct, noncallable obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury and principal-only and interest-only strips that are issued by the U.S. Treasury); or (b) noncallable obligations the principal of and interest on which are secured by the full faith and credit of the United States of America or are unconditionally guaranteed by the United States of America.

"Gross Revenues" means all fees and charges and other revenues that are properly accrued under generally accepted accounting principles as revenues of the Water System, including revenues from retail and wholesale water sales, System Development Charges, fees for other services provided, and interest earnings on Gross Revenues in the Water Fund. Gross Revenues shall be increased by any withdrawals from the Rate Stabilization Fund as provided in Section 5.5.B, and shall be reduced by any deposits to the Rate Stabilization Fund as provided in Section 5.5.A. However, the term "Gross Revenues" shall not include:

(a) The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;

(b) Any gifts, grants, donations or other amounts received by the City from any State or Federal Agency or other person if such amounts are restricted by law or the grantor to uses inconsistent with the payment of Bonds;

(c) The proceeds of any borrowing;

(d) The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);

(e) The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Water System;

(f) The proceeds derived from the sales of assets pursuant to Section 10.9 of this Master Declaration;

(g) Any ad valorem or other taxes imposed by the City (except charges or payments for Water System services which become "taxes" within the meaning of Article XI, Section 11b of the Oregon Constitution only because they are imposed on property or property owners);

(h) Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any Separate Utility System;

(i) Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a Bond;

(j) Any federal interest subsidies the City receives for Interest Subsidy Bonds.

"IFA" has the meaning assigned in Section 1 of this Master Declaration.

"IFA Loans" has the meaning assigned in Section 1 of this Master Declaration.

"Interest Payment Date" means any date on which Bond interest is scheduled to be paid, and any date on which Bonds are called for redemption/prepayment.

"Interest Subsidy Bonds" means Bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.

"Master Declaration" means this Master Water System Revenue Bond Declaration, including any amendments made pursuant to Section 12.

"Maximum Annual Bond Debt Service" means the greatest amount of Annual Bond Debt Service that is due in any Fiscal Year, beginning with the Fiscal Year for which the calculation is made, and ending with the last Fiscal Year in which Outstanding Bonds are scheduled to be paid.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns.

"Net Revenues" means the Gross Revenues less the Operating Expenses.

"Operating Expenses" means all costs which are properly treated as expenses of operating and maintaining the Water System under generally accepted accounting principles. However, Operating Expenses do not include:

(a) Any rebates or penalties paid from Gross Revenues under Section 148 of the Code;

(b) Payments of judgments against the City and payments for the settlement of litigation;

(c) Depreciation and amortization of property values or losses, and other non-cash expenses, including non-cash expenses related to pensions and postemployment benefits,;

(d) All amounts eligible to be treated for accounting purposes as payments for capital expenditures;

(e) Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;

(f) The expenses of owning, operating or maintaining any Separate Utility System;

(g) Expenditures made from any liability insurance proceeds;

(h) Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the Water System;

(i) Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the Water System;

(j) Extraordinary, non-recurring expenses of the Water System; or

(k) Expenditures allocable to any other funding source which does not constitute Gross Revenues of the Water System.

"ORS" means the Oregon Revised Statutes.

"Outstanding" refers to all Bonds except Bonds that have been defeased pursuant to Section 13 of this Master Declaration, paid in full in cash or canceled, and Bonds which have matured and not been presented for payment (provided that sufficient funds to pay those Bonds have been transferred to the Paying Agent).

"Owner" means the United States Environmental Protection Agency as owner of the Series 2024 Bond, IFA as owner of the IFA Loans, and the registered owner of any other Parity Bonds.

"Parity Bond" means the Parity WIFIA Amount and any obligation that is secured by the Net Revenues on an equal basis with the Bonds and is issued in accordance with Section 7.

"Parity WIFIA Amount" means the amount in the aggregate outstanding from time to time equal to the principal of, premium, if any, and interest on, the Series 2024 Bond with respect to which the requirements of Section 7 have been satisfied.

"Paying Agent" means the paying agent for the Bonds. The Paying Agent will be appointed when the City enters into publicly offered Bonds.

"Payment Date" means a Principal Payment Date or an Interest Payment Date.

"Permitted Investments" means any investments which the City is permitted to make under the laws of the State.

"Principal Payment Date" means any date on which any Bonds are scheduled to be retired, whether by virtue of their maturity or by mandatory sinking fund redemption/prepayment prior to maturity, and the redemption/prepayment date of any Bonds which have been called for redemption/prepayment.

"Qualified Consultant" means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by a City Official for purposes of performing activities specified in this Master Declaration or any Supplemental Declaration.

"Rate Stabilization Fund" means the Rate Stabilization Fund established pursuant to Section 5.5.

"Rating Agency" means Fitch, Moody's, S&P, or any other nationally recognized financial rating Agency which has rated Outstanding Bonds or a Credit Facility at the request of the City.

"Record Date" means for a series of publicly offered Bonds the date that is established in the proceedings related to that series.

"Reserve Credit Facility" means any arrangement in which the City pays a fee in exchange for an agreement of a Credit Provider to advance money to the City in the future that the City will use in lieu of using cash or Permitted Investments credited to a subaccount in the Bond Reserve Account. "Reserve Credit Facility" does not include guaranteed investment contracts, master repurchase agreements and similar Permitted Investments.

"Reserve Credit Facility Rating" means a long-term debt, financial strength or claims-paying ability rating assigned by a Rating Agency to: (a) a provider of a Reserve Credit Facility, or (b) to any reinsurer of the obligations of a provider of a Reserve Credit Facility.

"Reserve Requirement" means a set of rules for funding a subaccount in the Bond Reserve Account. Each Reserve Requirement shall indicate the amount that is required to be credited to the subaccount, the dates by which that amount must be credited to the subaccount, and the requirements for restoring amounts to the subaccount if amounts are withdrawn to pay Bonds that are secured by the subaccount. The Series 2024 Bond is not secured by the Bond Reserve Account or any subaccount therein.

"Resolution" means Resolution No. 2024-__ adopted by the City Council on January __, 2024.

"S&P" means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and their assigns.

"Separate Utility System" means any utility property which is declared by the City to constitute a system which is distinct from the Water System in accordance with Section 9.

"Series" refers to all Bonds authorized by a single resolution or declaration and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the Series provide otherwise.

"Series 2024 Bond" means the City's Water Revenue Bond, Series 2024 issued pursuant to Section 18 of this Master Declaration.

"State" means the State of Oregon.

"Subordinate Obligations" means obligations having a lien on the Net Revenues which is subordinate to the lien of the Bonds. Restrictions on Subordinate Obligations are described in Section 8. On the date of this Master Declaration, the City has no borrowing outstanding with a subordinate lien on the Net Revenues.

"Subordinate Obligations Account" means the Subordinate Obligations Account of the Water Fund which is described in Section 5.4.

"Supplemental Declaration" means any declaration, resolution or other document which supplements or amends this Master Declaration, entered into by the City in compliance with Section 12.

"System Development Charges" means the fees on development imposed by the City pursuant to ORS Chapter 223 or subsequent statutes and which are legally permitted to be used to pay the Bonds.

"Tax Maximum" means, for any Series of Bonds, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

"Valuation Date" means the date or dates on which a subaccount of the Bond Reserve Account shall be valued as prescribed in the Supplemental Declaration authorizing the establishment of such subaccount.

"Water Fund" means the collection of funds and accounts used by the City to hold the Gross Revenues and the proceeds of Bonds.

"Water System" means all utility property now or hereafter used by the City to supply water within or without the corporate limits of the City, except property described in the following sentence. The Water System does not include any Separate Utility System or any joint ventures which the City may enter into after the date of this Master Declaration unless the City Official declares in writing in a publicly available document that such joint venture is included in the definition of the Water System.

Section 3. Rules of Construction.

In determining the meaning of the provisions of this Master Declaration, the following rules shall apply unless the context clearly requires application of a different meaning:

A. References to section numbers shall be construed as references to sections of this Master Declaration.

B. References to one gender shall include all genders.

C. References to the singular include the plural, and references to the plural include the singular.

Section 4. Deposit, Pledge and Use of Gross Revenues.

4.1. All Gross Revenues shall be deposited to and maintained in the Water Fund, and shall be used only as described in this Section as long as any Bonds remain Outstanding. The City shall apply Gross Revenues in the Water Fund on or before the following dates for the following purposes in the following order of priority:

A. At any time to pay Operating Expenses which are then due;

B. At least one Business Day prior to each Payment Date, to transfer Net Revenues to the Debt Service Account in an amount sufficient (with amounts available in the Debt Service Account) to pay in full all Bond principal, interest and premium, if any, which is due to be paid on that Payment Date;

C. On the Closing date for a Series of Bonds and on the first day of the month following a Valuation Date for any subaccount in the Bond Reserve Account, if the balance in any subaccount of the Bond Reserve Account is determined to be less than the applicable Reserve Requirement, to transfer Net Revenues to the Bond Reserve Account in the amounts required by the provisions creating the subaccounts in the Bond Reserve Account until the balances in all subaccounts of the Bond Reserve Account are equal to their Reserve Requirement;

D. On the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code, an amount of Net Revenues that is sufficient, with other available funds, to pay the amounts due to the United States;

E. On the dates specified in any proceedings authorizing Subordinate Obligations, the City shall transfer to the Subordinate Obligations Account the Net Revenues required by those proceedings; and,

F. On any date, the City may transfer Gross Revenues to the Rate Stabilization Fund or spend Net Revenues for any other lawful purpose relating to the Water System or to providing water, but only if all deposits and payments that are required to be made on or before that date and that have a higher priority under this Section have been made.

4.2. The City hereby pledges the Net Revenues and federal interest subsidies the City receives for Interest Subsidy Bonds to the payment of principal of, premium, if any, and interest on all Bonds. Pursuant to ORS 287A.310, these pledges made by the City shall be valid and binding from the Closing of such Bonds. The Net Revenues and federal interest subsidies so pledged and hereafter received by the City shall immediately be subject to the lien of such pledges without any physical delivery or further act. The lien of these pledges shall be superior to all other claims and liens except liens and claims for the payment of Operating Expenses. The City covenants and agrees to take such action as is necessary from time to time to perfect or otherwise preserve the priority of the pledges.

4.3. If a Reserve Credit Facility is permitted to fund a subaccount in the Bond Reserve Account, the City may pledge the Net Revenues available for transfer to that subaccount of the Bond Reserve Account to pay amounts due under any Reserve Credit Facility securing that subaccount.

Section 5. Bond Funds and Accounts.

5.1. So long as Bonds are Outstanding, the City shall maintain the Debt Service Account as a dedicated account in the Water Fund.

5.2. **Debt Service Account.** The City shall hold the Debt Service Account. Until all Bonds are paid or defeased, amounts in the Debt Service Account shall be used only to pay Bonds.

A. After the transfer described in Section 4.1.B, if the balance in the Debt Service Account is less than the amount of Bond principal, premium, if any, and interest that is due on that Payment Date, the City shall credit to the Debt Service Account an amount equal to the deficiency from any Net Revenues in the Subordinate Obligations Account.

B. If, after the credit described in Section 5.2.A, the amounts available to pay Debt Service Account is not sufficient to pay all amounts due on the Payment Date, the City shall allocate the available amounts:

(i) First, to pay Bond interest, and pro rata based on the amount due on Bonds if the available amount is not sufficient to pay all Bond interest that is due on that Payment Date; and,

(ii) Second, to pay Bond principal and premium that is due on that Payment Date, and pro rata based on the amount of principal and premium due on each Bond if the available amount is not sufficient to pay all Bond principal and premium that is due on that Payment Date.

C. If, after the allocation described in Section 5.2.B, there is not enough to pay all principal, interest and premium allocated to pay Bonds that are secured by a subaccount in the Bond Reserve Account, the City shall apply any amounts available in the subaccounts in the Bond Reserve Account, but only to pay the principal, interest and premium on the Bonds that are secured by those subaccounts.

D. The City shall transfer sufficient amounts from the Debt Service Account in time to permit payment of all Bond principal, interest and premium, if any, when due in accordance with the Bonds.

E. Amounts in the Debt Service Account shall be invested only in Permitted Investments. Earnings on the Debt Service Account shall be credited to the Water Fund.

5.3. **Bond Reserve Account**.

A. If the City determines to secure Bonds with the Bond Reserve Account and so long as those Bonds are Outstanding, the City shall maintain the Bond Reserve Account as a dedicated account in the Water Fund held by the City. The City may create one or more subaccounts in the Bond Reserve Account to secure Series of Bonds and covenant to make deposits into any subaccounts it creates; however, the City is not obligated to create any subaccounts in the Bond Reserve Account, and is not obligated to secure any Series of Bonds with a subaccount in the Bond Reserve Account.

B. When a subaccount in the Bond Reserve Account is created, the City shall determine whether the subaccount will secure one or more Series of Bonds. If the City creates a subaccount in the Bond Reserve Account, the City shall, when it issues the first Series of Bonds that is secured by that subaccount: a) establish the Reserve Requirement for that subaccount; b) pledge amounts credited to that subaccount to pay the Bonds that are secured by that subaccount; and c) determine if the Reserve Requirement for that subaccount may be funded with Reserve Credit Facilities and the requirements for those Reserve Credit Facilities, and the valuation and replenishment provisions that apply to that subaccount.

C. The City shall not create any subaccounts in the Bond Reserve Account for any purpose except securing Bonds in accordance with this Master Declaration.

D. The Series 2024 Bond and the IFA Loans are not secured by the Bond Reserve Account or any subaccount therein.

5.4. **Subordinate Obligations Account.** The City shall create and maintain the Subordinate Obligations Account in the Water Fund as long as Subordinate Obligations are Outstanding. The Subordinate Obligations Account may be divided into subaccounts, and the City may establish priorities for funding the subaccounts in the Subordinate Obligations Subaccount. Net Revenues shall be deposited into the Subordinate Obligations Account only as permitted by Section 4.1.E. Earnings on the Subordinate Obligations Account shall be credited as provided in the proceedings authorizing the Subordinate Obligations.

5.5. **Rate Stabilization Fund.** The City may create a Rate Stabilization Fund and if created will maintain that fund as long as Bonds are Outstanding. Net Revenues may be transferred to the Rate Stabilization Fund at the option of the City as permitted by Section 4.1.F. Money in the Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which the Gross Revenues may be used.

A. Deposits to the Rate Stabilization Fund decrease Gross Revenues in the Fiscal Year for which the deposit is made.

B. Withdrawals from the Rate Stabilization Fund increase Gross Revenues in the Fiscal Year for which the withdrawal is made.

C. The City may adjust deposits to and withdrawals from the Rate Stabilization Fund for a Fiscal Year up until 180 days after the end of that Fiscal Year.

D. Earnings on the Rate Stabilization Fund shall be credited to the Water Fund.

Section 6. Rate Covenant; Calculations Relating to Balloon Payments and Interest Subsidy Bonds.

6.1. The City covenants for the benefit of the Owners that it will establish and maintain rates and charges in connection with the operation of the Water System which are sufficient to permit the City to pay all Operating Expenses and all lawful charges against the Net Revenues, and to make all transfers required by this Master Declaration to the Debt Service Account, the Bond Reserve Account and the Subordinate Obligations Account.

6.2. The City covenants for the benefit of the Owners of all Bonds that it shall charge rates and fees in connection with the operation of the Water System which, when combined with other Gross Revenues are adequate to generate:

A. Coverage Revenues each Fiscal Year at least equal to one hundred fifteen percent (115%) of Annual Bond Debt Service due in that Fiscal Year; and,

B. Net Revenues each Fiscal Year at least equal to one hundred twenty-five percent (125%) of Annual Bond Debt Service due in that Fiscal Year.

6.3. Not later than six months after the end of each Fiscal Year, the City shall prepare a report that demonstrates whether the City has complied with Section 6.2 during that Fiscal Year and shall file that report in the City records. If the report demonstrates that the City has

not complied with Section 6.2 during that Fiscal Year, **it shall not constitute a default under this Master Declaration if, within thirty (30) days after the report is filed, the City files a certificate of a City Official that specifies the actions that the City has taken and will take within the next ninety (90) days to permit the City to comply with** Section 6.2 **for the remainder of the Fiscal Year in which the report is filed, and for the succeeding Fiscal Year, and the City takes the actions specified by the City Official, or actions having a comparable effect.**

6.4. The Estimated Debt Service Requirement for Balloon Payments shall be calculated in accordance with this Section 6.4.

A. For the Rate Covenants: For each Balloon Payment that is Outstanding on May 1 of any Fiscal Year, the City Official shall prepare a schedule of principal and interest payments for a hypothetical Series of Bonds that refunds that Balloon Payment in accordance with Section 6.4.D. The City Official shall prepare that schedule as of that first day of May, and that schedule shall be used to determine compliance with the rate covenant in Section 6.2 for the following Fiscal Year.

B. For Parity Bonds: Whenever a Balloon Payment will be Outstanding on the date a Series of Parity Bonds is issued, the City Official shall prepare a schedule of principal and interest payments for a hypothetical Series of Bonds that refunds each Outstanding Balloon Payment in accordance with Section 6.4.D. The City Official shall prepare that schedule as of the date the Parity Bonds are sold, and that schedule shall be used to determine compliance with the tests for Parity Bonds in Section 7.1.

C. For the Reserve Requirement: Whenever a Series of Bonds that contains a Balloon Payment is issued, the City Official shall prepare a schedule of principal and interest payments for a hypothetical Series of Bonds that refunds each Balloon Payment in that Series in accordance with Section 6.4.D. The City Official shall prepare that schedule as of the date the Series is sold, and that schedule shall be combined with the schedule for payment of any debt service on Bonds that are secured by the same subaccount, and that combined schedule shall be used to determine the Reserve Requirement as long as that Series is Outstanding.

D. Each hypothetical Series of refunding Bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the Balloon Payment over the term selected by the City Official; however, the City Official shall not select a term that exceeds the lesser of: 30 years from the date the Balloon Payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the Balloon Payment. The annual installments shall be assumed to be due on the anniversaries of the date the Balloon Payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the Balloon Payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the Bond Buyer Revenue Bond Index (or if the Bond Buyer Revenue Bond Index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term

determined as described above. When the City prepares a schedule described in Section 6.4.A, Section 6.4.B or Section 6.4.C, the City shall use the index that is available to the City on the date the City is required to prepare that schedule.

6.5. Interest Subsidy Bonds. The amounts assumed to be paid on Interest Subsidy Bonds shall be calculated as follows:

A. When calculating Annual Bond Debt Service for the rate covenant in Section 6.2, the City shall subtract from interest to be paid on Interest Subsidy Bonds the federal interest subsidies on Interest Subsidy Bonds that the City reasonably expects, at the beginning of the Fiscal Year, to receive during that Fiscal Year.

B. When calculating Annual Bond Debt Service and Maximum Annual Bond Debt Service for the tests for issuing Parity Bonds in Section 7, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the amount of federal interest subsidies that the City reasonably expects, at the time the Parity Bonds are issued, to receive.

C. When calculating the amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on a Series of Interest Subsidy Bonds to determine the Tax Maximum for Interest Subsidy Bonds that are secured by a subaccount in the Bond Reserve Account, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the federal interest subsidies that the City reasonably expects, at the time the Series of Interest Subsidy Bonds is issued, to be paid to the City for the Series of Interest Subsidy Bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the Bond Reserve Account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the Bond Reserve Account because Bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the Bond Reserve Account.

Section 7. Parity Bonds.

7.1. The City may issue Parity Bonds to provide funds for any purpose relating to the Water System or to providing water, but only if:

A. No Event of Default under this Master Declaration or any Supplemental Declaration has occurred and is continuing;

B. At the time of the issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts in the Bond Reserve Account have been made;

C. There shall have been filed with the City either:

(i) A certificate of the City Official stating that both:

(a) Coverage Revenues (adjusted as provided in Section 7.2) for the Base Period were not less than one hundred fifteen percent (115%) of Maximum Annual Bond Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding; and

(b) Net Revenues (adjusted as provided in Section 7.2) for the Base Period were not less than one hundred twenty five percent (125%) of Maximum Annual Bond Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding; or

(ii) A certificate or opinion of a Qualified Consultant:

(a) Stating the amount of the Adjusted Coverage Revenues and the Adjusted Net Revenues for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five Fiscal Years after the proposed Parity Bonds are issued; and

(b) Concluding that the respective amounts of Adjusted Coverage Revenues in each of the first four Fiscal Years described in Section 7.1.C(ii)(a) are at least equal to one hundred fifteen percent (115%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,

(c) Concluding that the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in Section 7.1.C(ii)(a) are at least equal to one hundred twenty-five percent(125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,

(d) Concluding that the amount of Adjusted Coverage Revenues in the fifth Fiscal Year described in Section 7.1.C(ii)(a) is at least equal to one hundred fifteen percent (115%) of the Maximum Annual Bond Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,

(e) Concluding that the amount of Adjusted Net Revenues in the fifth Fiscal Year described in Section 7.1.C(ii)(a) is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Bond Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding.

7.2. The City may adjust Coverage Revenues and Net Revenues for purposes of Section 7.1.C(i) by adding any Coverage Revenues or Net Revenues the City Official calculates the City would have had during the Base Period because of increases in Water System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Coverage Revenues and Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Rate Stabilization Fund.

7.3. The Qualified Consultant shall calculate Adjusted Net Revenues and Adjusted Coverage Revenues for purposes of Section 7.1.C(ii) as provided in this Section 7.3:

A. The City shall provide the Qualified Consultant with the following information:

(i) The Base Period, the Coverage Revenues and Net Revenues for the Base Period and the amounts of any withdrawals from or deposits to the Rate Stabilization Fund for Fiscal Years that are included in the Base Period;

(ii) Information regarding any Water System utility properties that are being acquired with Parity Bonds and that have an earnings record;

(iii) Any changes in rates and charges which have been adopted by the City since the beginning of the Base Period and the dates on which they are scheduled to take effect;

(iv) Any changes in customers since the beginning of the Base Period; and,

(v) A description of any extensions or additions to the Water System that were in the process of construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the Gross Revenues or Operating Expenses that the City reasonably expects to result from the completion and operation of those extensions or additions.

B. Using the information provided by the City pursuant to Section 7.3.A and any additional information the Qualified Consultant determines is necessary, the Qualified Consultant shall adjust the Coverage Revenues and Net Revenues for the Base Period to eliminate the effect of any withdrawals from or deposits to the Rate Stabilization Fund in the manner described in Section 7.2 and may adjust the Coverage Revenues and Net Revenues for the Base Period:

(i) To reflect any changes that the Qualified Consultant projects will result from the acquisition of Water System utility properties that are being financed with the Parity Bonds and that have an earnings record;

(ii) To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in

Section 7.1.C(ii)(a), or which increase rates and charges for inflation at a level which the Qualified Consultant determines is reasonable;

(iii) To reflect any changes in customers of the Water System that occurred after the beginning of the Base Period and prior to the date of the Qualified Consultant's certificate; and

(iv) To reflect any changes to Coverage Revenues or Net Revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the Water System that were under construction at the beginning of the Base Period, or commenced construction after the beginning of the Base Period.

7.4. The City may issue Parity Bonds to refund Outstanding Bonds without complying with Section 7.1 if the refunded Bonds are legally or economically defeased on the date of delivery of the refunding Parity Bonds and if the Annual Bond Debt Service on the refunding Parity Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than $5,000.

7.5. Bonds shall be treated as "legally defeased" for purposes of Section 7.4 if they are defeased as provided in Section 13. Bonds shall be treated as "economically defeased" for purposes of Section 7.4 if they have been irrevocably called for redemption/prepayment within one year after the date on which the refunding Bonds are issued, and the City has irrevocably deposited money or Government Obligations with the paying agent or Owner for the refunded Bonds, as applicable, or in escrow with an independent trustee or escrow agent, and the money and any amounts to be received from the Government Obligations have been calculated to be sufficient, without reinvestment, to pay the Bonds that are economically defeased.

7.6. All Parity Bonds issued in accordance with this Section 7 shall have a lien on the Net Revenues which is equal to the lien of all other Outstanding Bonds.

Section 8. Subordinate Obligations.

The City may issue Subordinate Obligations only if:

8.1. The Subordinate Obligations are payable solely from amounts permitted to be deposited in the Subordinate Obligations Account pursuant to Section 4.1.E;

8.2. The Subordinate Obligations state clearly that they are secured by a lien on or pledge of the Net Revenues which is subordinate to the lien on, and pledge of, the Net Revenues for the Bonds.

Section 9. Separate Utility System.

The City may declare property which the City owns and is part of the Water System (but has a value of less than five percent of the Water System at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the Water System, to be

part of a Separate Utility System. The City may pay costs of acquiring, operating and maintaining Separate Utility Systems from Net Revenues, but only if there is no deficit in the Debt Service Account or the Bond Reserve Account. The City may issue obligations which are secured by the revenues produced by the Separate Utility System, and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System, and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations.

Section 10. General Covenants.

The City hereby covenants and agrees with the Owners of all Outstanding Bonds as follows:

10.1. The City shall promptly cause the principal, premium, if any, and interest on the Bonds to be paid as they become due in accordance with the provisions of this Master Declaration and any Supplemental Declaration.

10.2. The City shall maintain complete books and records relating to the operation of the Water System and all City funds and accounts in accordance with generally accepted accounting principles, shall cause such books and records to be audited annually at the end of each Fiscal Year, and shall have an audit report prepared by the Auditor and made available for the inspection of Owners.

10.3. The City shall not issue obligations which have a lien on the Net Revenues that is superior to the lien of the Bonds except for obligations to pay Operating Expenses.

10.4. The City shall promptly deposit the Gross Revenues and other amounts described in this Master Declaration into the funds and accounts specified in this Master Declaration.

10.5. The City shall work in good faith to cause the Water System to be operated at all times in a safe, sound, efficient and economic manner in compliance with all health, safety and environmental laws, regulatory body rules, regulatory body orders and court orders applicable to the City's operation and ownership of the Water System.

10.6. The City shall maintain the Water System in good repair, working order and condition.

10.7. The City shall not enter into any new agreements or arrangements or make any new offers to provide Water System products or services at a discount from published rate schedules or provide free Water System products or services except: a) for City-owned facilities, b) in case of emergencies, c) where the City exchanges services with other water systems, or d) where in the reasonable judgment of the City such action does not materially reduce the Gross Revenues received by the City.

10.8. The City shall at all times maintain with responsible insurers all such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties.

A. The net proceeds of insurance against material accident to or material destruction of the Water System shall be used to repair or rebuild the damaged or destroyed Water System,

and to the extent not so applied, will be applied to the payment or redemption/prepayment of the Bonds.

B. The insurance described in Section 10.8 shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to the City, or in the form of self-insurance by the City. The City shall establish such fund or funds or reserves which it deems are necessary to provide for its share of any such self-insurance.

10.9. The City shall not voluntarily, nor shall it permit others to, sell, mortgage or otherwise permanently dispose of all or any portion of the Water System except:

A. The City may dispose of all or substantially all of the Water System, only if the City pays all Bonds or defeases them pursuant to Section 13.

B. Except as provided in Section 10.9.C or 10.9.D, the City will not voluntarily dispose of any part of the Water System in excess of 10% of the value of the Water System in service unless prior to such disposition either:

(i) There has been filed with the City a certificate of a Qualified Consultant or City Official stating that such disposition will not impair the ability of the City to comply with the rate covenants contained in Sections 6.1 and 6.2 of this Master Declaration; or

(ii) Provision is made for the payment, redemption/prepayment or other defeasance of a principal amount of Bonds equal to the greater of the following amounts:

(a) An amount which will be in the same proportion to the net principal amount of Bonds then Outstanding (defined as the total principal amount of Bonds then Outstanding less the amount of cash and investments in the Debt Service Account, the Bond Reserve Account, and the Subordinate Obligations Account) that the Gross Revenues attributable to the part of the Water System sold or disposed of for the 12 preceding months bears to the total Gross Revenues for such period; or

(b) An amount which will be in the same proportion to the net principal amount of Bonds then Outstanding that the book value of the part of the Water System sold or disposed of bears to the book value of the Water System immediately prior to such sale or disposition.

C. The City may dispose of any portion of the Water System that has become unserviceable, inadequate, obsolete, or unfit to be used or no longer necessary for use in the operation of the Water System.

D. If the ownership of all or part of the Water System is transferred from the City through the operation of law, the City shall to the extent authorized by law, reconstruct or replace such transferred portion using any proceeds of the transfer unless the City reasonably determines that such reconstruction or replacement is not in the best interest of the City

and the Owners, in which case any proceeds shall be used for the payment, redemption/prepayment or defeasance of the Bonds.

Section 11. Events of Default and Remedies.

11.1. **Continuous Operation Essential.** City Official hereby finds and determines that the continuous operation of the Water System and the collection, deposit and disbursement of the Net Revenues in the manner provided in this Master Declaration and in any Supplemental Declaration are essential to the payment and security of the Bonds, and the failure or refusal of the City to perform the covenants and obligations contained in this Master Declaration or any such Supplemental Declaration will endanger the necessary continuous operation of the Water System and the application of the Net Revenues to the operation of the Water System and the payment of the Bonds.

11.2. **Events of Default.** The following shall constitute "Events of Default" so long as they are occurring and have not been cured in accordance with the terms of this Master Declaration:

A. If the City shall fail to pay any Bond principal or interest when due.

B. Except as provided in Section 11.3, if the City shall default in the observance and performance of any other of its covenants, conditions and agreements in this Master Declaration and the default continues for ninety (90) days after the City receives a written notice, specifying the Event of Default and demanding the cure of such default, from a Credit Provider or from the Owners of not less than 25% in aggregate principal amount of the Bonds Outstanding.

C. If the City shall sell, mortgage or otherwise permanently dispose of all or any portion of the Water System in violation of Section 10.9.

D. If an order, judgment or decree shall be entered by any court of competent jurisdiction:

(i) Appointing a receiver, trustee or liquidator for the City or the whole or any part of the Water System;

(ii) Approving a petition filed against the City seeking the bankruptcy, arrangement or reorganization of the City under any applicable law of the United States or the State; or

(iii) Assuming custody or control of the City or of the whole or any part of the Water System under the provisions of any other law for the relief or aid of debtors and such order, judgment or decree shall not be vacated or set aside or stayed (or, in case custody or control is assumed by said order, such custody or control shall not be otherwise terminated) within sixty (60) days from the date of the entry of such order, judgment or decree.

E. If the City shall:

(i) Admit in writing its inability to pay its debts generally as they become due;

(ii) File a petition in bankruptcy or seeking a composition of indebtedness under any state or federal bankruptcy or insolvency law;

(iii) Consent to the appointment of a receiver of the whole or any part of the Water System; or

(iv) Consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the City or of the whole or any part of the Water System.

11.3. **Exception.** It shall not constitute an Event of Default under 11.2.B if the default cannot practicably be remedied within ninety (90) days after the City receives notice of the default, so long as the City promptly commences reasonable action to remedy the default after the notice is received, and continues reasonable action to remedy the default until the default is remedied.

11.4. **Remedies.** If an Event of Default occurs, any Owner may exercise any remedy available at law or in equity including mandamus where applicable. However, the Bonds shall not be subject to acceleration.

A. Books of City Open to Inspection.

(i) The City covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the City and all other records relating to the Water System shall at all reasonable times be subject to the inspection and use of any persons holding at least twenty percent (20%) of the principal amount of Outstanding Bonds and their respective agents and attorneys.

(ii) The City covenants that if the Event of Default shall happen and shall not have been remedied, the City will continue to account, as a trustee of an express trust, for all Net Revenues and other amounts, securities and funds pledged under this Master Declaration.

B. Appointment of Trustee. Whenever any Event of Default exists, Owners representing 51 percent or more of the Outstanding Bonds may appoint a commercial bank or other financial institution with a reported capital and surplus in excess of $50 million as trustee (the "Trustee") to represent the interests of the Owners.

11.5. Trustee Duties Upon Default.

A. Upon the occurrence of an Event of Default the Trustee may pursue any other available remedy at law or in equity to enforce the payment of the principal of, premium, if any,

and interest on the outstanding Bonds, and to enforce any rights of the Trustee under or with respect to the Master Declaration.

B. In addition, upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under the Master Declaration, the Trustee will be entitled, as a matter of right to the fullest extent permitted by Oregon law, to the appointment of a receiver or receivers of the Net Revenues and other amounts pledged under the Master Declaration, pending such proceedings, with such powers as the court making such appointment may confer.

C. If an Event of Default has occurred and is continuing and if requested so to do by the Owners of at least 25% in aggregate principal amount of Outstanding Bonds and indemnified as provided in the Master Declaration, the Trustee will be obligated to exercise any of the rights and powers conferred by this Master Declaration, as the Trustee, being advised by counsel, deems most expedient in the interest of the Owners.

D. If a Trustee has been appointed pursuant to 11.4.B, no Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under the Master Declaration, unless:

(i) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default;

(ii) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding have requested the Trustee in writing to exercise its powers under the Master Declaration;

(iii) said Owners have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and

(iv) the Trustee has refused or failed to comply with such request for a period of 60 days after such written request has been received by the Trustee and said tender of indemnity is made to the Trustee.

E. If the Trustee takes any judicial or other action in an Event of Default the Trustee has full power in its direction with respect to any continuance, discontinuance, withdrawal, compromise, settlement or other disposition of such action, unless opposed by the written request of the Owners of a majority in aggregate principal amount of the Outstanding Bonds. The Trustee is appointed attorney-in-fact of the Owners for the purpose of bringing any suit action or proceedings in an Event of Default.

F. Waivers of Event of Default.

(i) No delay or omission of any Owner or of the Trustee to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or

to be an acquiescence therein; and every power and remedy given by this Section 11 to the Owners and to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Owners and/or the Trustee as applicable.

(ii) The owners of not less than fifty percent (50%) in principal amount of the affected Bonds that are at the time Outstanding, or their attorneys-in-fact duly authorized, or the Trustee may, on behalf of the Owners of all of affected Bonds, waive any past default under this Master Declaration with respect to such Bonds and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

(iii) If a default occurs under Section 6 and that default has not become an Event of Default, that default shall be deemed waived at the end of the first Fiscal Year following that default in which the City has complied with Section 6.

11.6. Remedies Granted in Master Declaration Not Exclusive.

No remedy by the terms of this Master Declaration conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Master Declaration or existing at law or in equity or by statute on or after the date of adoption of this Master Declaration. However, the Bonds shall not be subject to acceleration.

Section 12. Amendment of Master Declaration.

12.1. This Master Declaration may be amended by Supplemental Declaration without the consent of any Owners for any one or more of the following purposes:

A. To cure any ambiguity or formal defect or omission in this Master Declaration;

B. To add to the covenants and agreements of the City in this Master Declaration, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Master Declaration as theretofore in effect;

C. To authorize issuance of Bonds or Subordinate Obligations as permitted by this Master Declaration;

D. To modify, amend or supplement this Master Declaration or any Supplemental Declaration to qualify this Master Declaration under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any of the states of the United States of America;

E. To confirm, as further assurance, any security interest or pledge created under this Master Declaration or any Supplemental Declaration;

F. To make any change which, in the reasonable judgment of the City, does not materially and adversely affect the rights of the owners of any Outstanding Bonds;

G. So long as a Credit Facility (other than a Reserve Credit Facility) is in full force and effect with respect to the Bonds affected by such Supplemental Declaration, to make any other change which is consented to in writing by the issuer of such Credit Facility other than any change which:

(i) Would result in a downgrading or withdrawal of the rating(s) then assigned to the affected Bonds by the Rating Agencies;

(ii) Changes the maturity (except as permitted herein), the Interest Payment Dates, interest rates, redemption/prepayment and purchase provisions, and provisions regarding notices of redemption/prepayment and purchase applicable to the affected Bonds or diminishes the security afforded by such Credit Facility;

(iii) Materially and adversely affects the rights and security afforded to the Owners of any Outstanding Bonds not secured by such Credit Facility; or

H. To modify any of the provisions of this Master Declaration or any Supplemental Declaration in any other respect whatever, as long as the modification shall take effect only after all affected Outstanding Bonds cease to be Outstanding.

12.2. This Master Declaration may be amended for any other purpose only upon consent of Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding; provided, however, that no amendment shall be valid without the consent of Owners of 100 percent (100%) of the aggregate principal amount of the Bonds Outstanding which:

A. Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected Owner; or

B. Reduces the percent of Owners required to approve Supplemental Declarations.

12.3. For purposes of Section 12.2, and subject to Section 12.4, the initial purchaser of a series of Bonds may be treated as the Owner of that Series at the time that series of Bonds is delivered in exchange for payment.

12.4. Except as otherwise expressly provided in Section 12.5, Section 12.6 or a Supplemental Declaration, as long as a Credit Facility securing all or a portion of any Outstanding Bonds is in effect, the issuer of such Credit Facility shall be deemed to be the Owner of the Bonds secured by such Credit Facility for the purpose of the execution and delivery of a Supplemental Declaration of any amendment, change or modification of this Master Declaration or the initiation by Owners of any action which under this Master Declaration requires the written approval or consent of or can be initiated by the Owners

of at least a majority in principal amount of the affected Bonds at the time Outstanding, or following an Event of Default for all other purposes.

12.5. The issuer of a Credit Facility shall not be deemed to be an Owner for purposes of any amendment, change or modification of this Master Declaration which:

A. Would result in a downgrading or withdrawal of the rating then assigned to the affected Bonds by the Rating Agencies; or

B. Changes the maturity (except as expressly permitted herein), the Interest Payment Dates, interest rates, redemption/prepayment and purchase provisions, and provisions regarding notices of redemption/prepayment and purchase applicable to the affected Bonds or diminishes the security afforded by such Credit Facility; or

C. Reduces the percentage or otherwise affects the classes of affected Bonds, the consent of the Owners of which is required to effect any such modification or amendment.

12.6. No issuer of a Credit Facility shall be entitled to act as an Owner during any period in which:

A. The issuer's Credit Facility is not in full force and effect;

B. The issuer of a Credit Facility shall have filed a petition or otherwise sought relief under any federal or state bankruptcy or similar law;

C. The issuer of the Credit Facility shall, for any reason, have failed or refused to honor a proper demand for payment under such Credit Facility; or

D. An order or decree shall have been entered, with the consent or acquiescence of the issuer of a Credit Facility, appointing a receiver or receivers or the assets of the issuer of a Credit Facility, or if such order or decree having been entered without the consent or acquiescence of the issuer of a Credit Facility, shall not have been vacated or discharged or stayed within ninety (90) days after the entry thereof.

12.7. For purposes of determining the percentage of Owners consenting to, waiving or otherwise acting with respect to any matter that may arise under this Master Declaration, the Owners of Bonds which pay interest only at maturity, and mature more than one year after they are issued shall be treated as Owners of Bonds in an aggregate principal amount equal to the accreted value of such Bonds as of the date the notice is sent requesting consent, waiver or other action as provided herein.

Section 13. Defeasance.

13.1. The City shall be obligated to pay Bonds which are defeased pursuant to this Section solely from the money and Government Obligations deposited with the escrow agent or trustee, and the City shall have no further obligation to pay the defeased Bonds from any source except the amounts deposited in the escrow. Bonds shall be deemed defeased if the City:

A. Irrevocably deposits money or Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased;

B. Files with the escrow agent or trustee a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due; and

C. Files with the escrow agent or trustee an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on the defeased federally tax-exempt Bonds to be includable in gross income under the Code.

Section 14. BEO System.

14.1. Unless otherwise provided by a Supplemental Declaration, all Bonds shall be subject to the BEO System pursuant to the provisions of this Section 14.1.

14.2. The Bonds shall be initially issued as a BEO security issue with no Bonds being made available to the Owners upon the execution and delivery of the letter of representations among the Paying Agent, DTC and the City. Ownership of the Bonds shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on the DTC BEO system. The Bonds shall be initially issued in the form of separate single fully registered typewritten Bonds for each maturity of the Bonds (the "Global Bonds"). Each Global Bond shall be registered in the name of CEDE & CO. as nominee (the "Nominee") of DTC (DTC and any other qualified securities depository designated by the City as a successor to DTC, collectively the "Depository") as the "Registered Owner", and such Global Bonds shall be lodged with the Depository until early redemption or maturity of the Bond issue. The Paying Agent shall remit payment for the maturing principal and interest on the Bonds to the Owner for distribution by the Nominee for the benefit of the owners (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Bonds are in BEO form, the Bonds will be available in denominations of $5,000 or any integral multiple thereof within a maturity.

14.3. In the event the Depository determines not to continue to act as securities depository for the Bonds, or the City determines that the Depository shall no longer so act, then the City will discontinue the BEO system with the Depository. If the City fails to designate another qualified securities depository to replace the Depository or elects to discontinue use of a BEO system, the Bonds shall no longer be a BEO issue but shall be registered in the registration books maintained by the Paying Agent in the name of the Owner as appearing on the Bond register and thereafter in the name or names of the Owners of the Bonds transferring or exchanging Bonds.

14.4. While the Bonds are in BEO form, the City and the Paying Agent shall have no responsibility or obligation to any participant or correspondent of the Depository or to

any Registered Owner on behalf of which such participants or correspondents act as agent for the Owner with respect to:

A. The accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Bonds;

B. The delivery to any participant or correspondent or any other person, other than an Owner as shown in the registration books maintained by the Paying Agent, of any notice with respect to the Bonds, including any notice of redemption/prepayment;

C. The selection by the Depository of the beneficial interest in Bonds to be redeemed prior to maturity; or

D. The payment to any participant, correspondent, or any other person other than the owner of the Bonds as shown in the registration books maintained by the Paying Agent, of any amount with respect to principal of or interest on the Bonds.

14.5. Notwithstanding the BEO system, the City may treat and consider the Owner in whose name each Bond is registered in the registration books maintained by the Paying Agent as the Owner and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, or for the purpose of giving notices of redemption and other matters with respect to such Bond, or for the purpose of registering transfers with respect to such Bond, or for all other purposes whatsoever. The City shall pay or cause to be paid all principal and interest on the Bonds only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligation with respect to payment thereof to the extent of the sum or sums so paid.

14.6. Upon delivery by the Depository to the City and to the Owner of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, then the word "Nominee" in this Master Declaration shall refer to such new nominee of the Depository, and upon receipt of such notice, the City shall promptly deliver a copy thereof to the Paying Agent. The Depository shall tender the Bonds it holds to the Paying Agent for re-registration.

Section 15. Redemption of Bonds.

15.1. Unless otherwise provided by a Supplemental Declaration, all Bonds shall be subject to the redemption terms of this Section 15.

15.2. The City reserves the right to purchase Bonds in the open market.

15.3. If Bonds are subject to mandatory redemption the Paying Agent shall, without further action by the City, select the particular Bonds to be redeemed in accordance with the mandatory redemption schedule, by lot within each maturity, call the selected Bonds, and give notice of their redemption in accordance with this Section 15.

15.4. If certain maturities of Bonds are subject to both optional and mandatory redemption, the City may elect to apply the Bonds which it has previously optionally redeemed to any mandatory redemption maturity. In addition, if the City purchases Bonds which are subject to mandatory redemption, the City may elect to apply against the mandatory redemption requirement any such Bonds which it has previously purchased. If the City makes such an election, it shall notify the Paying Agent not less than sixty days prior to the mandatory redemption date to which the election applies.

15.5. So long as the BEO System remains in effect with respect to the Bonds, and unless DTC consents to a shorter period, the Paying Agent shall provide not less than 20 days nor more than 60 days' notice of redemption, and shall provide such information in connection therewith as required by the letter of representations submitted to DTC in connection with the issuance of the Bonds.

15.6. During any period in which the BEO System is not in effect with respect to the Bonds, unless waived by any Owner of the Bonds to be redeemed, official notice of any redemption of Bonds shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail postage prepaid at least 20 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bonds to be redeemed, at the address shown on the Bond Register or at such other address as is furnished in writing by such owner to the Paying Agent. All such official notices of redemption shall be dated and shall state:

A. The redemption date;

B. The redemption price;

C. If less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

D. That on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

E. The place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

15.7. The City shall deposit with the Paying Agent, on or before the redemption date, an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

15.8. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price or unless the notice was conditional as described in Section 15.9) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due

on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued. Notwithstanding that any Bonds called for redemption shall not have been surrendered, no further interest shall accrue on any such Bonds. From and after such notice having been given and such deposit having been made, the Bonds to be redeemed shall not be deemed to be Outstanding hereunder, and the City shall be under no further liability in respect thereof.

15.9. Any notice of optional redemption given for the Bonds pursuant to this Section 15 may state that the optional redemption is conditional upon receipt by the Paying Agent of amounts sufficient to pay the redemption price of such Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Paying Agent to affected owners of the Bonds as promptly as practicable.

Section 16. Authentication, Registration and Transfer.

16.1. The provisions of this Section 16 apply only if the Bonds cease to be a BEO issue, and unless otherwise specified in a Supplemental Declaration or Section 17 herein.

16.2. No Bond shall be entitled to any right or benefit under this Master Declaration unless it shall have been authenticated by an authorized officer of the Paying Agent. The Paying Agent shall authenticate all Bonds to be delivered at Closing, and shall additionally authenticate all Bonds properly surrendered for exchange or transfer pursuant to this Master Declaration.

16.3. All Bonds shall be in registered form. The Paying Agent will be appointed when the City issues publicly offered Bonds. A successor Paying Agent may be appointed for the Bonds by the City. The Paying Agent shall provide notice to Owners of any change in the Paying Agent not later than the Bond payment date following the change in Paying Agent.

16.4. The ownership of all Bonds shall be entered in the Bond register maintained by the Paying Agent and the City and Paying Agent may treat the person listed as owner in the Bond register as the owner of the Bond for all purposes.

16.5. The Paying Agent shall mail each interest payment on the Interest Payment Date (or the next Business Day if the Interest Payment Date is not a Business Day) to the name and address of the Owner, as that name and address appear on the Bond register as of the Record Date. If payment is so mailed, neither the City nor the Paying Agent shall have any further liability to any party for such payment.

16.6. Bonds may be exchanged for an equal principal amount of Bonds of the same Series and maturity which are in different authorized denominations, and Bonds may be transferred to other owners if the Owner submits the following to the Paying Agent:

A. Written instructions for exchange or transfer satisfactory to the Paying Agent, signed by the Owner or his attorney in fact and guaranteed or witnessed in a manner satisfactory to the Paying Agent; and

B. The Bonds to be exchanged or transferred.

16.7. The Paying Agent shall not be required to exchange or transfer any Bonds submitted to it during any period beginning with a Record Date and ending on the next following payment date; however, such Bonds shall be exchanged or transferred promptly following the payment date.

16.8. The Paying Agent shall not be required to exchange or transfer any Bonds which have been designated for redemption if such Bonds are submitted to it during the fifteen-day period preceding the designated redemption date.

16.9. For purposes of this Section, Bonds shall be considered submitted to the Paying Agent on the date the Paying Agent actually receives the materials described in Section 16.6.

16.10. The City may alter these provisions regarding registration and transfer by mailing notification of the altered provisions to all Owners. The altered provisions shall take effect on the date stated in the notice, which shall not be earlier than 45 days after notice is mailed.

Section 17. The Series 2024 Bond.

17.1. Pursuant to the authority of the Resolution and this Master Declaration, the City has entered into its Series 2024 Bond, a draw-down borrowing, under the WIFIA Loan Agreement for the Ashland Water System Resiliency Improvement Project (WIFIA - _____) with the United States Environmental Protection Agency in a maximum principal amount up to $[_____], dated as of [_____] (the "WIFIA Loan Agreement"). The Parity WIFIA Amount shall be a "Bond" and "Parity Bond" as defined in this Master Declaration. The Series 2024 Bond shall bear interest, shall mature and shall have such other terms as outlined in the WIFIA Loan Agreement.

17.2. The Parity WIFIA Amount shall be a special obligation of the City, and shall be payable solely from the Net Revenues and amounts required to be deposited in the Debt Service Account as required and as provided by this Master Declaration. The Parity WIFIA Amount is not a general obligation of the City and is payable solely from the amounts described in the previous sentence. The Series 2024 Bond is not secured by the Bond Reserve Account or any subaccount therein.

17.3. The Series 2024 Bond shall be in substantially the form attached to the WIFIA Loan Agreement and shall be signed with the manual signature of an authorized City Official.

17.4. The Series 2024 Bond proceeds shall be used to finance the projects described in the Resolution and to pay costs incurred in connection with the issuance of the Series 2024 Bond.

17.5. The Series 2024 Bond is placed directly with the United States Environmental Protection Agency and not publicly issued. Because of this, the provisions related to book entry bonds in this Master Declaration do not apply to the Series 2024 Bond.

EXECUTED ON BEHALF OF THE CITY OF ASHLAND, OREGON BY AN AUTHORIZED CITY OFFICIAL AS OF THE _____ DAY OF _____, 2024.

City of Ashland, Oregon

By: _____
_____, City Official

Council Business Meeting

March 5, 2024

Agenda Item	Request to Approve a Resolution in Support of the Vision Zero Program	
From	Scott Fleury PE Linda Peterson-Adams	Public Works Director Chair of the Transportation Advisory Committee
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 the Transportation Advisory Committee developed resolution supporting the Vision Zero Program. A Vision Zero Goal for the community sets the standard that no loss of life or serious injury on a transportation system is acceptable. The City of Ashland's Transportation Advisory Committee has taken the lead to discuss and develop the resolution and if approved is looking forward to beginning the development of a Vision Zero Action Plan in conjunction with working on the Transportation System Plan Update.

POLICIES, PLANS & GOALS SUPPORTED

Council Goals (previous):

Essential Services

- Streets*

Value Services

- Multi-Modal Transportation
- All-Age Friendly Community
- Downtown Parking

**The Transportation Advisory Committee defines "streets" as the complete street including curb, gutter, sidewalk, parkrow and the paved travel lanes.*

Current Transportation System Plan:

- Create a green template for other communities in the state and nation to follow
- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and
  vehicular traffic in terms of mobility and access within and through the City of Ashland.

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 ACTION

The resolution was brought before Council at the August 17, 2021 Business meeting but removed from the agenda and not discussed (Staff Report).

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland Transportation Advisory Committee Mission:

> "Ashland has a vision - to retain our small-town character even while we grow. To achieve this vision, we must proactively plan for a transportation system that is integrated into the community and enhances Ashland's livability, character and natural environment. The focus must be on people being able to move easily through the City in all modes of travel. Modal equity then is more than just a phase. It is a planning concept that does not necessarily imply equal financial commitment or equal percentage use of each mode, but rather ensures that we will have the opportunity to conveniently and safely use the transportation mode of our choice, and allow us to move toward a less auto-dependent community."

To meet the mission, the Transportation Advisory Committee has worked with Public Works staff over multiple meetings since 2021 to develop a Vision Zero Resolution with a mind that the City of Ashland becomes a Vision Zero Community. In the eyes of the Transportation Advisory Committee and staff, Vision Zero is a philosophy that should be applied to the design, implementation and improvement of the City's Transportation Network.

> ***"Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all".***

The process to discuss and develop a Vision Zero resolution and move towards development of an action place started in 2021. At the July 15, 2021 Transportation Commission meeting the group motioned:

Danner motions to recommend City Council approve the Vision Zero Resolution. Graf seconds.

All Ayes, Motion Carries.

Since the Resolution was not considered at the original time presented to Council, staff and the Transportation Commission moved towards other workplan items.

In fall of 2023 with development of the updated workplan required by City Council the newly formed Transportation Advisory Committee (TAC) recommended bringing the Vision Zero Resolution and Action Plan back to the table for discussion. The resolution was formally discussed at the January 18, 2024 TAC meeting and the following motion was made:

Richards motioned for the TAC to ask the City Council to adopt and approve the Vision Zero resolution.

Majority ayes, Motion Carries.

Vision Zero Background:

A New Vision for Safety



Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for travel.

Vision Zero is a significant departure from the status quo in two major ways:

1. Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.
2. Vision Zero is a multidisciplinary approach, bringing together diverse and necessary stakeholders to address this complex problem. In the past, meaningful, cross-disciplinary collaboration among local traffic planners and engineers, policymakers, and public health professionals has not been the norm. Vision Zero acknowledges that many factors contribute to safe mobility -- including roadway design, speeds, behaviors, technology, and policies -- and sets clear goals to achieve the shared goal of zero fatalities and severe injuries.

As part of working towards the Vision Zero Resolution, members of the previously formed Transportation Commission, Climate Policy Commission and the Climate Outreach Commission analyzed Oregon Department of Transportation collected crash data within the City over a 5 year period (2015-2019) and the results of that analysis are shown in Table 1. The crash data does provide a nexus for moving towards Vision Zero as a philosophy in Ashland as a reduction through safety and multimodal improvements will benefit all residents.

Table 1: Crash Analysis (2015-2019)

	Number by Type	Estimated Monetary Loss Per Crash	Estimated Total Monetary Loss
Fatal Injury Collisions	2	$ 1,659,000	$ 3,318,000
Class A Injury Collisions	11	$ 96,000	$ 1,056,000
Class B Injury Collisions	95	$ 27,800	$ 2,641,000
Minor Injury Collisions	255	$ 22,800	$ 5,814,000
Property Damage	355	$ 4,500	$ 1,597,500
Totals	**718**	**$ 1,810,100**	**$ 14,426,500**

Estimated Annual Loss (2014-2019)	
$	2,885,300

Class A: The crash prevents the injured party from walking, driving, or normally continuing the activities he or she was capable of performing before the injury occurred. Examples include broken or distorted limbs, skull or chest injuries, abdominal injuries, unconscious at or when taken from the crash scene, unable to leave crash scene without assistance, etc.

Class B: The injury to the driver of the crash is evident to observers at the scene of the crash. Examples include a visible lump, abrasions, cuts, bruises, minor lacerations, etc.

Class C: An injury claimed by the driver of the crash. Examples include momentary unconsciousness, complaint of pain, limping, nausea, etc.

If the resolution is approved by Council, the Transportation Commission will begin working on development of the Vision Zero action plan in conjunction with the TSP update anticipated to start in summer of 2024. The Committees intent is to engage various stakeholders throughout development of the action plan including City Commissions/Committees, Southern Oregon University, RVTD, Business Community, Safe Streets for Everyone and others as needed.

Once the draft action plan is developed the Transportation Advisory Committee and staff will schedule presentation update before Council for discussion.

FISCAL IMPACTS

Fiscal impacts associated with resolution approval include the staff time necessary to work with the Transportation Advisory Committee, other City Commissions, and community stakeholders to develop a Vision Zero action plan. Part of this work will be incorporated into the Transportation System Plan update process. Implementation will occur naturally through the design and construction phases of transportation network projects defined in the Capital Improvement Plan and through maintenance activities performed by the Street Division.

STAFF RECOMMENDATION

The Transportation Advisory Committee and Public Works staff recommend approval of the Vision Zero Resolution

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve a resolution titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON SETTING AS OFFICIAL POLICY THE VISION ZERO GOAL THAT NO LOSS OF LIFE OR SERIOUS INJURY ON OUR TRANSPORTATION SYSTEM IS ACCEPTABLE".

2. I move to take no action.

REFERENCES & ATTACHMENTS

Attachment #1: Vision Zero Resolution 2024-06

RESOLUTION NO. 2024 - 06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON SETTING AS OFFICIAL POLICY THE VISION ZERO GOAL THAT NO LOSS OF LIFE OR SERIOUS INJURY ON OUR TRANSPORTATION SYSTEM IS ACCEPTABLE.

RECITALS:

A. The life and health of the City of Ashland's residents are our utmost priority.

B. No one should die or be seriously injured on our transportation system.

C. Communities of Concern face a disproportionate risk of traffic injuries and fatalities.

D. Vision Zero is an approach to transportation safety that accepts no loss of life or serious injuries on the transportation system.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. The Ashland City Council sets as official policy Vision Zero's goal of zero fatalities or serious injuries on our transportation system.

SECTION 2. The Ashland City Council supports efforts by the City of Ashland and our regional partners to eliminate deaths and serious injuries on our transportation system, with an emphasis on the most vulnerable users.

SECTION 3. The Ashland City Council supports efforts by the City of Ashland's Transportation, to develop a Vision Zero Action Plan that develops and prioritizes safety improvements for people walking, bicycling, using mobility devices and driving motorized vehicles.

SECTION 4. This Resolution takes effect upon signing by the Mayor. This resolution was duly PASSED and ADOPTED this_____day of March 2024.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this_____day of March 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____

Douglas McGeary, City Attorney

Council Business Meeting

March 05, 2024

Agenda Item	Contract for 2024 Alice Peil Stairway Replacement	
From	Jason Strait PE Scott Fleury PE	Project Manager Public Works Director
Contact	jason.strait@ashland.or.us 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 public improvement contract with Adroit Construction to install a replacement Alice Peil Stairway. Bids were received from three contractors with Adroit Construction providing the low bid at $182,200 . If the contract is approved staff will work with the contractor to develop a schedule to perform onsite activities during the Spring and early Summer of 2024.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals, Visions and Values:

- Public Safety
- Quality infrastructure and facilities through timely maintenance and community investment

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 ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

The Alice Peil Stairway has served the citizens of Ashland as a shortcut from Granite Street to the Plaza since the mid-1930s when the Peil family first installed the stairway and adjoining walkway as a private means to quickly travel from their home at 52 Granite Street to their business on the Plaza. After the Peils gifted the stairway and walkway to the City, they became public right of ways that are used frequently by local pedestrians today.

The stairs were repainted and a skid/slip proof tread enhancement was done in 2008. Since that time weather related degradation (rust) has created unsafe conditions for continued use of the stair system and its replacement is needed. Public Works staff worked with ZCS Engineering to develop a replacement design and construction documents for the stairs and worked with the Planning Department on required permitting approvals for the project. This approval process also including coordination with the Historic

Preservation Advisory Committee, who at their February 7, 2024 meeting approved the design with a recommendation to incorporate a light fixture near the top of the stairs.

Bid Process

The invitation to bid for the Alice Peil Stairway Replacement Project was posted on OregonBuys, Oregon's procurement network on January 17, 2024. Notice was given in the Daily Journal of Commerce and placed on the City's website the following day. Bids were received on February 20, 2024, with three contractors submitting bids. All bids were deemed responsive and contained the required bonds, documentation and acknowledgements. Bidding information is shown on the attached bid summary form (Attachment #1).

PROJECT DESCRIPTION:

Remove and replace the existing Alice Peil Stairway. Some changes were made from the original stair layout to bring the stairs into compliance with modern design codes (including broader stairs and updated handrails on both sides) and to incorporate modern materials where beneficial, while maintaining the fundamental steel design and function. The new stairs will also utilize design elements of nearby public spaces.

FISCAL IMPACTS

The Alice Peil Stairway Replacement is funded through the miscellaneous facility improvements within the Capital Improvement Plan. There is adequate funding for this project.

ALTERNATIVE OPTIONS

Do Nothing – The stairs are in poor condition with rust holes in the tread and peeling paint. If this option is chosen staff would recommend safety reviews on a periodic basis to ensure the risk to the public remains acceptable.

Repair Existing Stairs – See attachment #4 below for additional information on this option.

Remove Stairs and Abandon Walkway – Means of pedestrian travel from Granite to the Plaza exist in close proximity to the stairway. Removing the stairway and permanently closing the walkway would save the cost of building a new stairway and eliminate future maintenance and replacement costs. This option would require additional research as the stair and pathway are Historic Contributing on the National Register of Historic Places.

SUGGESTED NEXT STEPS

Next steps include issuing a notice to proceed after award of contract and coordinating the schedule of work activities with Adroit Construction. Notification in the City Newsletter will be issued in March and planning notifications, including placing signs at the top and bottom of the stairway have been completed.

Staff will continue to work with the City's Communication Officer about posting appropriate information on the City's website to update the public on when construction activities will be occurring as the stairs will be closed for access during this time.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to award a public improvement contract to Adroit Construction for Project No. 2019-09 Alice Peil Stairway Replacement Ivy Morton Waterline, in the amount of $182,200.
- I move to deny the contract with Adroit Construction
- I move to deny the contract with Adroit Construction and request Public Works perform a new solicitation for the Alice Peil Stairway Replacement.
- I move to deny the contract with Adroit Construction and request Public Works issue a new solicitation to repair the existing Alice Peil Stairway.
- I move to deny the contract with Adroit Construction and request Public Works investigate abandoning the Alice Piel Stairs and Pathway.

REFERENCES & ATTACHMENTS

Attachment #1 – 20240220 2019-09 Bid Summary Final
Attachment #2 – Adroit Construction Bid
Attachment #3 – ZCS Engineering Drawings
Attachment #4 – Memo – Replace vs. Rehab

CITY OF ASHLAND - ENGINEERING DIVISION
SUMMARY OF PROPOSALS

Project: Alice Peil Stairway Replacement
Project No.: 2019-09
Date of Bid Opening: February 20, 2024 at 2:00 PM

Corrected Engineer's Estimate: Not Available
No of Addenda: 0

	1	2	3	4	5
Name of Bidder & Address	Adroit Construction 185 Mistletoe Rd Ashland OR 97520	4K Contractors PO Box 2105 Battle Ground WA 98604	Vitus Construction PO Box 1097 Gold Hill OR 97525		
Sum of Bid	$182,200	$298,500	$190,325		
Add Alternate **(Grand Total)**	NA	NA	NA		
Name of Bonding Co.	Western Surety	Old Republic Surety	Markel Insurance		
Amount of Bid Bond.	10%	10%	10%		
Nos. of Addenda Acknowledged (should be 2)	NA	NA	NA		
Completed & Signed Bid Form (including subcontract disclosure)	Yes	Yes	Yes		
Responsive Bid?	Yes	Yes	Yes		

CITY OF ASHLAND

BID AND BID SCHEDULE

NAME OF BIDDER Adroit Construction Co., Inc.

CONTACT Jason Stranberg, President

ADDRESS 185 Mistletoe Road

CITY Ashland **STATE** OR **ZIP** 97520

TELEPHONE NO. (541) 482-4098

FAX NO. (541) 482-4218

EMAIL ADDRESS JasonS@adroitbuilt.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the completion of all the work in connection with the Alice Peil Stairway Replacement Project No 2019-09 (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications or any supplemental documents. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site (including without limitation utility interference) or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. The undersigned has notified the City of any conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

4. A voluntary pre-bid meeting will be held. The meeting will take place at 10:00 am on January 30, 2024 at location in Ashland (51 Winburn Way). All statements made by the Contracting Agency's representatives shall be non-binding upon the Contracting Agency unless confirmed by written addendum.

5. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: Demonstrated previous experience with a similar scope of work. Please see paragraph 6 below.

6. As Pre-qualification the bidder shall submit a list of at least three (3) previous projects of a similar scope to that described in this ITB as part of their bid package.

7. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

8. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

9. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

10. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

    Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;

    Certificates of Insurance for Liability and property damage coverage;

    Certificates of Coverage for Workman Compensation and unemployment insurance;

    All other bonds, permits, licenses, information, etc. as required in the contract documents.

11. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit

price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

12. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

13. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

14. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

15. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

16. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

17. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

18. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of Bid Bond of 10%, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

19. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be

included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

20. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

21. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

22. The undersigned agrees that the time of completion shall be defined in the special provisions.

23. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

24. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

25. The undersigned is aware that no person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

26. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

    - The Bidder is __XX__ or is not _____ a Resident Bidder as defined in ORS 279A.120.

27. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

28. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

29. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

30. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

31. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

32. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

33. The undersigned, by the act of submitting a bid, affirms that the undersigned has investigated and is satisfied as to the site subsurface condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

34. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. Addenda will be posted to the OregonBuys website for download. The bidder must check the OregonBuys website frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER 0 THROUGH 0 HAVE BEEN REVIEWED

35. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid per OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form (Exhibit L).

36. Instructions for First-Tier Subcontractors Disclosure.
    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, bidder must disclose the following information about that subcontract within two working hours of bid closing:

    - The subcontractor's name and address;
    - The subcontractor's Construction Contractor Board registration number, if one is required, and;
    - The subcontract dollar value.

    If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

    THE CITY WILL REJECT A BID IF THE BIDDER FAILS TO SUBMIT A PROPERLY COMPLETED DISCLOSURE FORM WITHIN TWO HOURS OF BID CLOSING.

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

37. Bidder Information and Signature

Adroit Construction Co., Inc.
Firm Name of Bidder

Signature of Bidder

Jason Stranberg
Printed Name of Bidder

President
Official Title

Oregon
State of Incorporation

44384
CCB Number

Dated this 20th day of February 2024.

Name of Bidder Adroit Construction Co., Inc.

Address 185 Mistletoe Road; Ashland, OR 97520

Telephone No. (541) 482-4098

Bid Item	Item Description	Unit	Bid Qnty	Unit Price	Total Line Price
1	Site Mobilization and De-mobilization	LS	1	14,400	14,400
2	Site Demolition	LS	1	42,520	42,520
3	Temporary Access Protection and Pedestrian Traffic Control	LS	1	6,800	6,800
4	Steel Fabrication	LS	1	57,300	57,300
5	Coating (to include touch up)	LS	1	8,400	8,400
6	Site Work	LS	1	20,860	20,860
7	Steel Erection	LS	1	7,420	7,420
8	Removal and Restoration of Ancillary Services	LS	1	22,000	22,000
9	Survey Work	LS	1	2,500	2,500

BID SCHEDULE

BID TOTAL $182,200

Jason Stranberg — ONE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED DOLLARS

Name of Authorized Representative — *Total Written in Dollars*

Authorized Representative Signature — 02/20/2024 *Date*

adroit
CONSTRUCTION
COMPANY, INC.

Sample Projects

Sample Project 1
Project: Ashland High School Science Building Stair Replacement
Description: Replacement of 3 new Steel Staircases for the Science Building at Ashland High School
Completion Date: September 2023
Amount: $1,093,200
Contact Name: Steve Mitzel, Ashland School District #5
Email: Steve.Mitzel@ashland.k12.or.us ***Phone:*** 541-482-2811

Sample Project #2
Project: Southern Oregon University, Replace Madrone Hall Stairs
Description: Stair and Sidewalk Replacement at Madrone Hall on the SOU Campus.
Completion Date: September 2023
Amount: $66,700
Contact Name: Jim McNamara, SOU Facilities
Email: mcnamaraj@sou.edu ***Phone:*** 541-552-6700

Sample Project #3
Project: Heimann Cancer Center for Rogue Regional Medical Center
Description: Included construction of a 79,401 SF, three story medical building with 3 sets of Steel Stairs
Completion Date: January 2022
Amount: $40,900,000 total construction, $350,230 Stairs
Contact Name: Ron Slack, Asante Health Systems
Email: Ronald.Slack@asante.org ***Phone:*** 541-973-8783

EXHIBIT E: BONDS (BID, PERFORMANCE, PAYMENT)

Bid Bond

We, Adroit Construction Company, Inc., a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Western Surety Company, a corporation or partnership duly organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, **(OBLIGEE)** the sum of ($ 10% of Bid Amount)
Ten Percent of Bid Amount Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **Alice Peil Stairway Replacement Project No. 2019-09** , which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 16th day of February, 20 24 .

Western Surety Co.	Adroit Construction Company, Inc.
Surety	Principal
12909 SW 68th Pkwy, Suite 200, Portland,OR 97223	PO Box 609, Ashland, OR 97520
Address	Address
By:	By:
Susan Wilson	Jason Stranberg, President
Attorney -in-Fact	

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Barb Pinkham, Susan Wilson, Sheri Hamilton, Shantal Young, Sandy Orr, Tamara Silvers, Individually

of Medford, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of March, 2023.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 31st day of March, 2023, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of February 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 4:00 p.m. after a 2:00 p.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and:
    - o Deliver to the following address where it can be time and date stamped

      City of Ashland
      Community Development and Engineering Services Building
      51 Winburn Way
      Ashland, OR 97520, or

Instructions for First-Tier Subcontractor Disclosure

If the bid for this project exceeds $100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370) if the contract amount of a first-tier subcontractor is greater than or equal to: 1) 5% of the total bid or $15,000, whichever is greater or 2) $350,000, regardless of the percentage of the total project Bid.

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Bidder will not be using any first-tier subcontractors as defined above, the Bidder is still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Alice Peil Stairway

Project Number 2019-09

Bid Opening Date February 20, 2024

Name of Bidding Contractor Adroit Construction Co., Inc.

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	G- FAB	Dollar Amount
Category of Work	STEEL FAB / ERECTION	$54,960

Firm Name	BELFOR	Dollar Amount
Category of Work	DEMO	$34,390

Firm Name	INFINITY ELECTRIC	Dollar Amount
Category of Work	INFINITY ELECTRIC	$18,895

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

ALICE PEIL STEEL STAIRWAY

ASHLAND, OR 97520

CIVIL LEGEND

HATCHES & LINE TYPES:

- NEW CONCRETE PAVING - UN-REINFORCED
- EXISTING CONCRETE SIDEWALK
- EXISTING FENCING
- PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING RETAINING WALL
- EXISTING IRRIGATION
- EXISTING NATURAL GAS
- EXISTING POWER - BURIED
- NEW POWER - BURIED
- EXISTING SURFACE CONTOUR - MAJOR
- EXISTING SURFACE CONTOUR - MINOR
- EXISTING BUILDING PARAPET

SYMBOLS (NEW):

- GRADE SPOT ELEVATION
- GRADING SLOPE
- SITE LIGHT

SYMBOLS (EXISTING):

- GRADE SPOT ELEVATION
- CATCH BASIN
- ROOF DOWNSPOUT LOCATION
- STORM DRAIN CLEANOUT
- POWER METER
- POWER VAULT
- POWER TRANSFORMER
- GAS METER
- SITE LIGHT
- IRRIGATION BOX

ONE INCH EQUALS FULL SCALE

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ASTM	AMERICAN STANDARD TEST METHOD
AWS	AMERICAN WELDING SOCIETY
AC	ASPHALT
BMP	BEST MANAGEMENT PRACTICE
BOS	BOTTOM OF STAIR
BOW	BOTTOM OF WALL
f'c	COMPRESSIVE STRENGTH OF CONCRETE
CONC	CONCRETE
CONT	CONTINOUS
CRSI	CONCRETE REINFORCING STEEL INSTITUTE
DWG	DRAWING
DIP	DUCTILE IRON PIPE
EOR	ENGINEER OF RECORD
ESC	EROSION AND SEDIMENT CONTROL
(E)	EXISTING
EQ	EQUAL
GC	GENERAL CONTRACTOR
GRVL	GRAVEL
GUT	GUTTER FLOW LINE
HDPE	HIGH-DENSITY POLYETHYLENE
HMAC	HOT MIX ASPHALT CONCRETE
HORIZ	HORIZONTAL
IE	INVERT ELEVATION
KIP	1000 POUND-FORCE
KSI	KILOPOUNDS PER SQUARE INCH
LF	LINEAL FEET
LRFD	LOAD AND RESISTANCE FACTOR DESIGN
MSP	MANUAL ON STANDARD PRACTICE
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
MFG	MANUFACTURER
MAX	MAXIMUM
MIN	MINIMUM
(N)	NEW
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OC	ON CENTER
OSSC	OREGON STRUCTURAL SPECIALTY CODE
PPNL	PACIFIC POWER CORP
PVR	PAVER
PVC	POLYVINYL CHLORIDE
PGE	PORTLAND GENERAL ELECTRIC
PSF	POUNDS PER SQUARE FOOT
(P)	PROPOSED
ROW	RIGHT-OF-WAY
SIM	SIMILAR
SW	SIDEWALK
TOC	TIME OF CONSTRUCTION
TOS	TOP OF STAIR
TOW	TOP OF WALL
TYP	TYPICAL
UPC	UNIFORM PLUMBING CODE
VERT	VERTICAL

PROJECT INFORMATION

PROJECT TEAM

OWNER REPRESENTATIVE
SCOTT FLEURY
PUBLIC WORKS DIRECTOR
51 WINBURN WAY
ASHLAND, OR 97520
(541) 488-5587

GAS COMPANY
AVISTA UTILITIES
580 BUSINESS PARK DR, MSC-R12
MEDFORD OR, 97504
(541) 499-2969

ENGINEER OF RECORD
SYLAS E. ALLEN, PE
CONTACT: LUCAS GOWEY
ZCS ENGINEERING & ARCHITECTURE
45 HAWTHORNE STRET, SUITE 5
MEDFORD, OR 97504
(541) 500-8588

WATER COMPANY
CITY OF ASHLAND
PUBLIC WORKS
51 WINBURN WAY
ASHLAND, OR 97520
(541) 488-5587

CITY CONTACT
JASON STRAIT
CITY OF ASHLAND PUBLIC WORKS
51 WINBURN WAY
ASHLAND, OR 97520
(541) 552-2419

LOT INFORMATION:

SITE LOCATION: 51 WINBURN WAY ASHLAND, OR 97520

TAX MAP: T39S-R01E-S09BB

TAX LOT: 14800 - 0.38 ACRES
7500 - 1.30 ACRES
7100 - 0.02 ACRES

AREA OF DISTURBANCE: ±630-SF

ZONING: C-1-D

ATTENTION:
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503 232-1987).

ATTENTION:
EXISTING BUILDINGS, PROPERTY LINES, HARDSCAPE, AND UTILITIES ILLUSTRATED IN THESE PLANS ARE APPROXIMATED BASED ON MAPS AND AS BUILT DRAWINGS OBTAINED FROM THE CITY OF ASHLAND PUBLIC WORKS FILES. LAYOUT INDICATED IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. ALL MEASUREMENTS, LINES, AND ALIGNMENTS WITHIN PROJECTED WORK ZONE SHALL BE FIELD VERIFIED AS REQUIRED PRIOR TO CONSTRUCTION. REPORT TO ENGINEER IN EVENT OF DISCREPANCY.

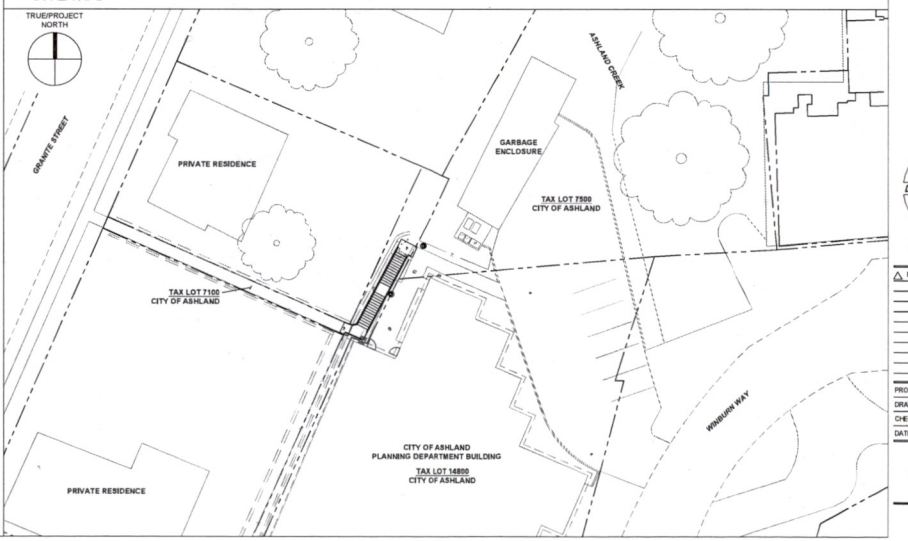
VICINITY MAP



SHEET INDEX

C0.0	COVER SHEET
C0.1	CIVIL NOTES
C1.0	EXISTING CONDITIONS, DEMOLITION, AND ESC PLAN
C2.0	SITE DIMENSIONING PLAN
C3.0	SITE IMPROVEMENT PLAN
C4.0	PRIVATE CIVIL DETAILS
C5.0	AGENCY STANDARD DETAILS
C6.1	FOUNDATION PLAN
C6.2	STAIR AND GUARDRAIL PLANS
C6.3	SECTIONS
C6.4	STAIR DETAILS
C6.5	STAIR BOLTED CONNECTION DETAILS

SITE MAP



ZCS ENGINEERING ARCHITECTURE
45 Hawthorne Street, Suite 5, Medford, Oregon 97504 | 541-500-8588

CITY OF ASHLAND
20 EAST MAIN STREET
ASHLAND, OR 97520

ALICE PEIL STEEL STAIRWAY

REGISTERED PROFESSIONAL ENGINEER
70775PE
DIGITAL SIGNATURE
OREGON
SYLAS E. ALLEN
EXPIRES: 12-31-23

REVISION ID:	DATE:

PROJECT NO:	M-0287-21
DRAWN:	MRL
CHECKED:	LGG
DATE:	11-10-23

COVER SHEET

G0.0

100% CONSTRUCTION DOCUMENTS

CONCRETE MANAGEMENT:

CONCRETE TRUCKS AND TRANSFER CHUTES SHALL BE WASHED-OUT ON-SITE UTILIZING A CONCRETE WASHOUT TO COLLECT ALL WASH WATER AND CONCRETE WASTE. THE WASHOUT AREA WILL BE LOCATED AWAY FROM STORM DRAINS, OPEN DITCHES OR WATER BODIES. SIGNS WILL BE POSTED THROUGHOUT THE JOBSITE, DIRECTING CREWS AND CONCRETE TRUCKS TO CONCRETE WASHOUTS. UPON COMPLETION OF THE CONCRETE WORK, THE CONTRACTOR SHALL BREAK UP, REMOVE, AND HAUL AWAY OR REUSE ON SITE SOLID CONCRETE THAT HAS ACCUMULATED IN THE WASHOUT.

CONSTRUCTION SPECIFICATIONS:

MATERIAL USE:

- INSTALL STORM DRAIN PROTECTION AT ANY DOWN-GRADIENT INLETS THAT MAY BE IMPACTED BY THE ACTIVITY. SEE THE BMP ON "STORM DRAIN INLET PROTECTION."
- DO NOT PLACE CONCRETE DURING RAIN (PRECIPITATION THAT IS SUFFICIENT TO CAUSE LOCAL RUNOFF) OR WITHIN 18 HOURS OF FORECASTED RAIN.
- PLACE STOPPERS ON CONCRETE TRUCK CHUTES DURING TRAVEL ONSITE TO MANAGE POTENTIAL DRIBBLING OF CONCRETE MATERIAL.
- MINIMIZE AMOUNT OF CURING COMPOUND AND FORM OIL USED AND DO NOT OVERSPRAY ONTO A NON-TARGET SURFACE.
- SANDBLASTING: USE SHROUDS WHERE NECESSARY TO CONTAIN WASTE FROM SANDBLASTING. CONDUCT WORK IN ACCORDANCE WITH APPLICABLE AIR QUALITY STANDARDS. COLLECTED DEBRIS FOR PROPER DISPOSAL ASAP AND PRIOR TO RAIN EVENTS.
- MINIMIZE THE AMOUNT OF WATER USED DURING CORING/DRILLING OR SAW CUTTING. DURING WET CORING OR SAW CUTTING, USE A SHOVEL OR WET VACUUM TO LIFT THE COOLING WATER / SLURRY FROM THE PAVEMENT. ADDITIONALLY, IF WET VACUUMING IS NOT ADEQUATE TO CAPTURE WASTEWATER FROM THE ACTIVITY, SAND BAG BARRIERS OR OTHER CONTAINMENT SHALL BE USED.
- IF CONCRETE RESIDUE REMAINS AFTER DRYING, THE AREA SHALL BE SWEPT UP AND RESIDUE REMOVED TO AVOID CONTACT WITH STORM

- THE SWEEPINGS SHALL BE COLLECTED AND RETURNED TO THE AGGREGATE STOCKPILE OR DISPOSED IN THE TRASH AND NOT WASHED INTO THE STREET OR STORM DRAIN.
- WASHING OF FRESH CONCRETE SHALL BE AVOIDED. UNLESS RUNOFF CAN BE DRAINED TO A BERMED OR LEVEL AREA, AWAY FROM STORM DRAIN INLETS AND CHANNELS.
- ACID WASHING OF CONCRETE SHALL BE MINIMIZED. WHERE REQUIRED, ACID WASH SHALL BE DIRECTED INTO A COLLECTION AREA LINED WITH VISQUEEN. RESIDUALS SHALL BE COLLECTED AND PROPERLY DISPOSED OF AS HAZARDOUS WASTE.
- HANDLING OF WET CONCRETE, SUCH AS MOVING A PUMPER CHUTE OR TRANSPORTING MATERIAL IN A WHEELBARROW FROM THE DELIVERY TRUCK, MUST BE PERFORMED IN A CONTROLLED MANNER TO PREVENT DRIPS AND SPILLS OUTSIDE THE TARGET POUR AREA, MINIMIZE WATER USE.
- CONCRETE DRIPS, SPILLS, OVER POURS, AND EQUIPMENT RINSE WATER LANDING ON RAIN-EXPOSED OUTSIDE OF ANY BMP DEVICE MUST BE COLLECTED AND HAVE THE SURFACE CLEANED AND WASTE DISPOSED OF PROPERLY PRIOR TO THE END OF THE WORKDAY OR BEFORE THE NEXT RAIN EVENT. CONCRETE-LADEN EQUIPMENTS (E.G., CRANE BUCKETS) MUST BE STORED ON TOP OF HEAVY MIL PLASTIC UNTIL DRY. USED FORMS THAT ARE NOT IMMEDIATELY PLACED INTO A HAUL TRUCK WHEN REMOVED FROM FOUNDATIONS MUST ALSO BE TEMPORARILY STAGED OVER PLASTIC SHEETING OR AN EQUIVALENT UNTIL RINSED, WIPED, OR DRIED OR UNTIL HAULED OFFSITE.

WASTE MANAGEMENT:

- **DO NOT DISCHARGE CONCRETE RESIDUE OR PARTICULATE MATTER INTO A STORM DRAIN INLET OR WATERCOURSE.**
- EXCESS CONCRETE SHALL NOT BE DUMPED ON-SITE. THE FOLLOWING OPTIONS SHALL BE USED FOR CONCRETE TRUCK CHUTE AND/OR PUMP AND HOSE WASHOUT:

  CONCRETE WASHOUTS: WASHOUT STATIONS CAN BE A PLASTIC LINED TEMPORARY PIT OR BERMED AREA DESIGNED WITH SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS PLUS ENOUGH CAPACITY FOR RAINWATER. THE DESIGNATED AREA SHALL BE LOCATED AWAY FROM STORM DRAIN INLETS, OR WATERCOURSES. NEW WASHOUTS SHALL BE CONSTRUCTED AS NEEDED TO PROVIDE SUFFICIENT, WASHOUT CAPACITY ON-SITE. WASTES OTHER THAN CONCRETE (I.E., TRASH, PAINT WASTES ETC.,) SHALL NOT BE DISPOSED OF IN THE WASHOUT.

INSPECTION AND MAINTENANCE:

- RESPONSIBLE PERSONNEL SHALL ENSURE THAT ALL CONCRETE TRUCK DRIVERS ARE INSTRUCTED ABOUT PROJECT PRACTICES WHEN THE TRUCKS ARRIVE ON SITE.
- CLEAN OUT DESIGNATED WASHOUT AREAS AS NEEDED OR AT A MINIMUM WHEN THE WASHOUT IS 75 PERCENT FULL TO MAINTAIN SUFFICIENT CAPACITY THROUGHOUT THE PROJECT DURATION.
- ANY DESIGNATED ONSITE WASHOUT AREAS SHALL BE CLEANED OUT AND ALL DEBRIS REMOVED UPON PROJECT COMPLETION. DISPOSE OF CONCRETE WASTE ACCORDING TO THE BMP ON "SOLID WASTE MANAGEMENT."
  INSPECT ROUTINELY, WHEN APPLICABLE ACTIVITIES ARE UNDERWAY TO ENSURE THAT CONCRETE WASHOUT DOES NOT OVERFLOW AND THAT FREEBOARD IS ADEQUATE TO CONTAIN CONCRETE AND RAIN.

EROSION CONTROL INSPECTION AND MAINTENANCE:

1. ALL INSPECTIONS (SITE CONDITIONS AND FREQUENCIES) SHALL CONFORM TO THE 'INSPECTION FREQUENCY TABLE' ON THIS SHEET.
2. NEWLY SEEDED AREAS SHALL BE INSPECTED FREQUENTLY TO ENSURE THE GRASS IS GROWING. PROVIDE TEMPORARY IRRIGATION AS REQUIRED TO GERMINATE & ESTABLISH SEED. SEE SEEDING REQUIREMENTS FOR ADDITIONAL INFORMATION TYPICAL.
3. IF SEEDED AREAS ARE DAMAGED DUE TO RUNOFF, ADDITIONAL BMP's MAY BE NEEDED. RE-SEED DAMAGED AREAS IMMEDIATELY. SEE SEEDING REQUIREMENTS FOR ADDITIONAL INFORMATION TYPICAL.
4. REFER TO CURRENT OREGON/APWA STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SPILL PREVENTION AND CONTROL PROCEDURES:

CONSTRUCTION SPECIFICATIONS:

- THE CONTRACTOR SHALL PREPARE A SITE/PROJECT SPECIFIC SPILL RESPONSE PLAN THAT IDENTIFIES THE TYPE AND LOCATION OF PRODUCTS OR WASTES ON THE SITE WITH SPILL POTENTIAL, THE LOCATION OF SPILL CLEANUP MATERIALS, STORM DRAINS OR SENSITIVE AREAS THAT REQUIRE IMMEDIATE RESPONSE, PERSONNEL RESPONSIBLE FOR SPILL RESPONSE AND NOTIFICATIONS, AND SPILL CLEANUP PROCEDURES.
- AVOIDING SPILLS AND LEAKS IS PREFERABLE TO CLEANING THEM UP AFTER THEY OCCUR. HEAVY EQUIPMENT (E.G., BULLDOZERS AND OTHER GRADING EQUIPMENT) AND VEHICLES SHOULD BE INSPECTED DAILY (OR AS OFTEN AS POSSIBLE) FOR LEAKS AND SHOULD BE REPAIRED AS NECESSARY. USE SECONDARY CONTAINMENT AND DRIP PANS FOR VEHICLE FUELING, MAINTENANCE, AND STORAGE (SEE BMP FOR "VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE."
- DESPITE PRECAUTIONS, SPILLS MAY STILL OCCUR AT THE SITE. SPILLS (OF LIQUID OR DRY MATERIALS) SHOULD NEVER BE CLEANED UP BY HOSING OFF THE AREA. IN THE EVENT THAT SPILLS OCCUR THEY SHOULD BE CONTROLLED AS FOLLOWS:
- ANY FUEL PRODUCTS, LUBRICATING FLUIDS, GREASE OR OTHER PRODUCTS AND/OR WASTE RELEASED FROM VEHICLES, EQUIPMENT, OR OPERATIONS SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE, FEDERAL AND LOCAL LAWS.
- IF THE SPILL HAS OCCURRED DURING A RAIN EVENT, THE AREA WILL BE COVERED AS QUICKLY AS POSSIBLE. THE SPILL WILL BE CLEANED UP AS SOON AS POSSIBLE DURING OR AFTER CESSATION OF RAIN.
- SPILL CLEANUP MATERIALS WILL BE STORED NEAR POTENTIAL SPILL AREAS (E.G., PAINTING, VEHICLE MAINTENANCE AREAS).
- ***MINOR SPILLS:*** MINOR SPILLS TYPICALLY INVOLVE SMALL QUANTITIES OF OIL, GASOLINE, PAINT, ETC. THAT CAN BE CONTROLLED BY THE FIRST RESPONDER AT THE DISCOVERY OF THE SPILL. CONTROL OF MINOR SPILLS INVOLVES:
  1. CONTAIN THE SPILL IMMEDIATELY.
  2. RECOVER SPILLED MATERIALS (IF POSSIBLE).
  3. CLEAN THE CONTAMINATED AREA AND DISPOSE OF CONTAMINATED MATERIALS.

MEDIUM-SIZED SPILLS:

- MEDIUM-SIZED SPILLS STILL CAN BE CONTROLLED BY THE FIRST RESPONDER, ALONG WITH THE AID OF OTHER PERSONNEL SUCH AS LABORERS OR FOREMEN. THIS RESPONSE MAY REQUIRE THE CESSATION OF OTHER ACTIVITIES. SPILLS SHOULD BE CLEANED UP IMMEDIATELY, AS FOLLOWS:
  1. NOTIFY THE PROJECT FOREMAN IMMEDIATELY. THE FOREMAN/SUPERINTENDENT IS RESPONSIBLE FOR ANY NECESSARY NOTIFICATIONS (FIRE DEPARTMENT, ETC.).
  2. CONTAIN THE SPREAD OF THE SPILL (USING SAND BAGS OR OTHER BARRIERS) IMMEDIATELY.
  3. IF THE SPILL HAS OCCURRED ON A PAVED OR IMPERMEABLE SURFACE, CLEAN IT UP USING DRY METHODS (ABSORBENT MATERIALS, AT LITTER, AND/OR RAGS). CONTAIN THE SPILL BY ENCIRCLING IT WITH ABSORBENT MATERIALS.
  4. IF THE SPILL HAS OCCURRED ON AN UNPAVED OR PERMEABLE SURFACE, IMMEDIATELY CONTAIN THE SPILL BY CONSTRUCTING AN EARTHEN DIKE. DIG UP AND PROPERLY DISPOSE OF CONTAMINATED SOIL.
  5. IF THE SPILL HAS OCCURRED DURING A RAIN EVENT, COVER/CONTAIN THE AREA IF POSSIBLE.

SIGNIFICANT/HAZARDOUS SPILLS:

- FOR LARGE SPILLS OR SPILLS INVOLVING HAZARDOUS MATERIALS THAT CANNOT BE CONTROLLED BY PROJECT PERSONNEL, THE FOLLOWING STEPS SHOULD BE TAKEN:
  1. THE FOREMAN SHOULD NOTIFY THE PROJECT SUPERINTENDENT IMMEDIATELY AND FOLLOW UP WITH A WRITTEN INCIDENT REPORT.
  2. THE PROJECT SUPERINTENDENT WILL NOTIFY LOCAL EMERGENCY RESPONSE PERSONNEL BY DIALING 911. IN ADDITION, THE PROJECT SUPERINTENDENT WILL NOTIFY THE APPROPRIATE COUNTY OFFICIALS. IT IS THE PROJECT SUPERINTENDENT'S RESPONSIBILITY TO HAVE ALL OF THE EMERGENCY PHONE NUMBERS AT THE CONSTRUCTION SITE.
  3. THE PROJECT SUPERINTENDENT WILL ALSO NOTIFY THE OREGON DEQ.
  4. FOR SPILLS OF FEDERALLY REPORTABLE QUANTITY (AS ESTABLISHED UNDER 40 CFR PARTS 110, 117, OR 302), THE PROJECT SUPERINTENDENT WILL NOTIFY THE NATIONAL RESPONSE CENTER BY TELEPHONE AT (800) 424-8802 WITHIN 24 HOURS. WITHIN 14 DAYS, THE PROJECT SUPERINTENDENT WILL SUBMIT A WRITTEN DESCRIPTION OF THE RELEASE TO EPA REGION 10, INCLUDING THE DATE AND CIRCUMSTANCES OF THE INCIDENT AND STEPS TAKEN TO PREVENT ANOTHER RELEASE.
  5. RETAIN THE SERVICES OF A SPILL CLEANUP CONTRACTOR OR HAZMAT TEAM IMMEDIATELY. CONSTRUCTION PERSONNEL SHOULD NOT ATTEMPT TO CLEAN UP THE SPILL UNTIL THE APPROPRIATE AND QUALIFIED STAFF HAS ARRIVED AT THE SITE.
  6. OTHER AGENCIES THAT MAY NEED TO BE CONTACTED INCLUDE THE LOCAL FIRE DEPARTMENT, OREGON DEPARTMENT OF TRANSPORTATION, ETC.

INSPECTION AND MAINTENANCE:

- INSPECT WORK AND MATERIAL STORAGE AREAS ROUTINELY FOR ADEQUATE CONTAINMENT TO AVOID UNCONTROLLED RELEASES.

FINAL EROSION CONTROL SITE PREPARATION:

ALL DISTURBED SOIL AREAS, INCLUDING R.O.W., SHALL BE TREATED AND SEEDED PER THE FOLLOWING NOTES. SEED COMPOSITION SHALL CONSIST OF A NATIVE GRASS BLEND MATCHING SURROUNDING AREA. GRASS SEED MIXTURE TO BE SUBMITTED FOR REVIEW PRIOR TO APPLICATION.

1. ALL FINAL GRADE PREPARATION AND PLANTING/SEEDING SHALL BE COORDINATED WITH THE PROJECT LANDSCAPER AND ENGINEER AT TIME OF CONSTRUCTION.
2. BRING ALL PLANTERBED/SEEDBED AREAS TO FINAL GRADE, REMOVE ALL ROCKS AND DEBRIS, AND SMOOTH SURFACE UNDULATIONS LARGER THAN 2 INCHES.
3. DIVERT CONCENTRATED FLOWS AWAY FROM THE PLANTER/SEEDED AREAS.
4. FOR OPTIMUM PLANTING/SEEDING CONDITIONS PRESERVE TOPSOIL AND STOCKPILE MATERIAL UNTIL FINAL GRADES ARE ESTABLISHED. SPREAD TOP SOIL OVER NEW GRADES. SEE PROJECT LANDSCAPER FOR ADDITIONAL INFORMATION RELATED TO TOPSOIL REQUIREMENTS.
5. ROUGHEN THE SOIL BY HARROWING,TRACKING, GROOVING OR FURROWING.
6. THE SEEDBED SHOULD BE FIRM BUT NOT COMPACT. THE TOP 4.0-6.0 INCHES OF SOIL SHOULD BE LOOSE, MOIST AND FREE OF LARGE CLODS AND STONES. VERIFY TOPSOIL REQUIREMENTS WITH LANDSCAPER AT TIME OF CONSTRUCTION.
7. HARROWING, TRACKING OR FURROWING SHOULD BE DONE HORIZONTALLY ACROSS THE FACE OF THE SLOPE, SO RIDGES ARE ALONG THE SLOPE CONTOUR.
8. APPLY SEED AT THE RATES SPECIFIED BY SEED SUPPLIER USING CALIBRATED SEED SPREADERS, CYCLONE SEEDERS, MECHANICAL DRILLS, OR HYDROSEEDER SO THAT SEED IS APPLIED UNIFORMLY ON THE SITE. SEE SEEDING REQUIREMENTS FOR ADDITIONAL INFORMATION TYPICAL.
9. BROADCAST SEED SHOULD BE INCORPORATED INTO THE SOIL BY RAKING OR CHAIN DRAGGING AND THEN LIGHTLY COMPACTED TO PROVIDE GOOD SEED-SOIL CONTACT. SEE SEEDING REQUIREMENTS FOR ADDITIONAL INFORMATION TYPICAL.
10. TO PREVENT SEED FROM BEING WASHED AWAY, CONFIRM INSTALLATION OF ALL REQUIRED SURFACE WATER CONTROL MEASURES.
11. DOUBLE THE RATE OF SEED APPLICATION WHEN SEED IS APPLIED IN A SINGLE APPLICATION. SEE SEEDING REQUIREMENTS FOR ADDITIONAL INFORMATION TYPICAL.

UTILITY STATEMENT:

EXISTING UNDERGROUND UTILITIES ILLUSTRATED IN THESE PLANS ARE APPROXIMATED BASED ON MAPS OBTAINED FROM THE CITY OF ASHLAND PUBLIC WORKS FILES. LAYOUT INDICATED IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. ALL LINES WITHIN PROJECTED WORK ZONE SHALL BE FIELD VERIFIED AS REQUIRED PRIOR TO CONSTRUCTION.

RESTORATION STATEMENT:

CONTRACTOR SHALL RESTORE BACK TO ORIGINAL CONDITION, PRIOR TO CONTRACT COMPLETION, ALL DISTURBED SURFACES IMPACTED DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION ACCESS, SIDEWALKS, CURBS, ASPHALT, LAWN AND LANDSCAPE AREAS, ETC. DISTURBED AREAS TO BE GRADED SMOOTH AND ADEQUATELY SLOPED TO DRAIN. AREA SHALL BE CLEAN AND FINISH GRADED BEFORE FINAL DEMOBILIZATION. COORDINATE WITH ENGINEER AND OWNER AT THE TIME OF PROJECT CONSTRUCTION COMPLETION.

EROSION CONTROL NOTE:

DRAWING C1.0 CONTAINS AN EROSION AND SEDIMENT CONTROL PLAN THAT MUST BE IMPLEMENTED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE INFORMATION CONTAINED WITHIN THE REFERENCED DRAWINGS SHALL BE CONSIDERED A MINIMUM AND SHALL BE MODIFIED AS REQUIRED BY THE CONTRACTOR AND CITY OF ASHLAND INSPECTOR, TO CONTAIN ALL SEDIMENT ON SITE. SPECIAL ATTENTION SHALL BE TAKEN AT ALL EXISTING STORM DRAIN CATCH BASINS AND STORM DRAIN CHANNELS AS TO ELIMINATE ANY SEDIMENT TRANSFER INTO THE EXISTING STORM DRAIN SYSTEM.

AN ALL WEATHER ROCK SURFACE SHALL BE PROVIDED AT ALL CONSTRUCTION SITE ENTRANCES. CONTRACTOR MAY ELECT TO USE EXISTING GRAVEL PAVING, AC PAVING, ETC. (IF ACCEPTABLE TO CITY OF ASHLAND INSPECTOR). ALL CONSTRUCTION SHALL BE MAINTAINED WITHIN THE DEVELOPMENT LIMITS OF THIS PHASE. REFER TO DRAWING C1.0 FOR ADDITIONAL INFORMATION.

GENERAL CIVIL NOTES:

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT OREGON PLUMBING SPECIALTY CODE, AND ALL APPLICABLE STATE, CITY, AND COUNTY REGULATIONS AND STANDARDS. CONTACT ENGINEER FOR DIRECTIVE IN THE EVENT OF CONFLICTING STANDARDS.
2. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED WITH THE GOVERNING AGENCY'S INSPECTOR AND SHALL CONFORM TO THAT AGENCY'S CURRENT ENGINEERING STANDARD SPECIFICATIONS AND DETAILS.
3. THE GENERAL CONTRACTOR AND ALL THEIR AFFILIATES SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND LOCATIONS PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. ALL CONSTRUCTION STAKING, GRADE SURVEYING, AND HORIZONTAL LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF OREGON; COORDINATE WITH ENGINEER PRIOR TO CONSTRUCTION.
5. ALL EXISTING UTILITIES IDENTIFIED IN THIS PLAN SET ARE NOT INTENDED TO BE EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ALL UTILITIES AND PROTECT AS REQUIRED DURING THE COURSE OF CONSTRUCTION. CALL THE "OREGON UTILITY NOTIFICATION CENTER" AT 1-800-332-2344 TO LOCATE EXISTING UTILITIES, 48 HOURS BEFORE DIGGING.
6. CONTRACTOR SHALL NOTIFY ALL APPLICABLE REGULATORY AGENCIES AND UTILITY COMPANIES 48 HOURS PRIOR TO BEGINNING WORK.
7. ALL EXCAVATION, TRENCH BACK FILL, PARKING LOT/ROAD SUB-GRADE, FLAT WORK SUB-GRADE, COMPACTION REQUIREMENTS, ETC., SHALL BE AS NOTED IN THE SITE PREPARATION NOTES.
8. ALL BASE ROCK PLACED UNDER PAVEMENT AND IN UTILITY TRENCHES SHALL CONFORM TO THE 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
9. ALL ASPHALT CONCRETE AND PORTLAND CEMENT CONCRETE PAVEMENT AND ITS PLACEMENT SHALL CONFORM TO THE 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
10. ALL SITE CONCRETE SHALL BE f'c = 3,500 psi @ 28 DAYS, 6% ENTRAINED AIR, 4" SLUMP (UNLESS NOTED OTHERWISE).
11. ALL UTILITY SERVICES SHALL BE INSTALLED PER THE RESPECTIVE UTILITY CODES AND STANDARDS.
12. ALL UTILITIES SHALL HAVE A MINIMUM COVER AS IDENTIFIED IN THE PLAN SET OR AS OTHERWISE SPECIFIED BY THE RESPECTIVE UTILITY COMPANY.
13. ALL SERVICES SHALL BE ADEQUATELY MARKED AS TO IDENTIFY THE SIZE, TYPE, AND DEPTH OF THE SERVICE. CONTRACTOR TO PROVIDE LOCATE WIRE/TAPE AS REQUIRED BY THE APPLICABLE AGENCIES.
14. ALL SERVICES AND SLEEVES SHALL BE PLUGGED AS REQUIRED TO ENSURE THAT NO FOREIGN MATERIALS ENTER THE LINE.
15. POWER LINES SHALL BE INSTALLED BASED ON THE PLANS AND SPECIFICATIONS PROVIDED BY PACIFICORP. APPROXIMATE UTILITY LOCATIONS HAVE BEEN PROVIDED ON THIS PLAN SET AS A REFERENCE. CONTRACTOR SHALL COORDINATE TRENCH EXCAVATIONS, CONDUIT INSTALLATIONS, BEDDING, BACKFILLING, AND INSPECTION REQUIREMENTS WITH THE APPROPRIATE UTILITY REPRESENTATIVES.
16. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AN AS-BUILT DRAWING OF ALL UTILITY SERVICE INSTALLATIONS INCLUDING THE SERVICE SIZE, TYPE, DEPTH OF MAIN, TYPE OF CONNECTION AT MAIN, INSTALLATION DATE, LOCATION, AND SKETCH (AS APPLICABLE).
17. CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. COORDINATE WITH THE ENGINEER PRIOR TO CONSTRUCTION TO IDENTIFY PERMIT REQUIREMENTS.
18. CONTRACTOR SHALL PROVIDE ENGINEER WITH SHOP DRAWING SUBMITTALS ON ALL PERMANENTLY INSTALLED MANUFACTURED ITEMS.
19. ALL UNDERGROUND PIPING, CONDUIT AND OTHER UTILITIES SHALL BE INSTALLED PER DETAIL 3 ON SHEET C4.0 (OR AS OTHERWISE SPECIFIED BY PIPE MANUFACTURER). NOTIFY ENGINEER IN EVENT OF DISCREPANCIES.
20. ALL TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC SHALL BE BY THE CONTRACTOR AND CONFORM WITH BOTH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE ODOT MANUAL ON SHORT TERM TRAFFIC CONTROL (AS APPLICABLE).
21. SEE PLAN SET FOR ADDITIONAL INFORMATION.

SPECIAL CONCRETE NOTES:

THE FOLLOWING NOTES APPLY TO ALL PROJECT CONCRETE. CERTAIN NOTES MAY NOT BE APPLICABLE. CONTACT THE ENGINEER OF RECORD FOR CLARIFICATION AS REQUIRED:

1. PERFORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318. FOLLOW RECOMMENDATIONS OF ACI 305R WHEN CONCRETING DURING HOT WEATHER AND ACI 306R WHEN CONCRETING DURING COLD WEATHER. PLACE CONCRETE IN ACCORDANCE WITH ACI 304R. ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS, FORMED JOINTS ARE NOT DISTURBED DURING CONCRETE PLACEMENT. PLACE CONCRETE CONTINUOUSLY OVER THE FULL WIDTH OF THE PANEL AND BETWEEN PREDETERMINED CONSTRUCTION JOINTS
2. ALL CONCRETE SHALL BE PLACED OVER 4" MINIMUM LAYER (UNLESS NOTED OTHERWISE) OF APPROVED 3/4" MINUS ODOT SPEC CRUSHED ROCK COMPACTED TO 95% AASHTO T-99 OVER APPROVED COMPACTED (ASTM D698) STRUCTURAL FILL AS REQUIRED FOR GRADE OVER FIRM, UNDISTURBED, NON-ORGANIC NATIVE MATERIAL. THE EXISTING SITE SHALL BE CLEARED AND GRUBBED OF ALL ORGANIC AND/OR EXPANSIVE MATERIAL PRIOR TO STRUCTURAL FILL IMPORT
3. ALL BACKFILL SHALL BE NON-ORGANIC, NON-EXPANSIVE GRANULAR MATERIAL COMPACTED TO 95% PROCTOR
4. PLACE AND SECURE FORMS TO CORRECT LOCATION, DIMENSION, PROFILE, AND GRADIENT. ASSEMBLE FORMWORK TO PERMIT EASY STRIPPING AND DISMANTLING WITHOUT DAMAGING CONCRETE. PLACE JOINT FILLER VERTICAL IN POSITION, IN STRAIGHT LINES. SECURE TO FORMWORK DURING CONCRETE PLACEMENT. HOLD TOP OF PRE-MOLDED JOINT FILLER DOWN 1/2" AND SEAL UPPER 3/8" WITH APPROVED JOINT SEAL MATERIAL.
5. NO HORIZONTAL CONSTRUCTION JOINTS PERMITTED
6. MAXIMUM VARIATION OF SURFACE FLATNESS SHALL NOT EXCEED 1/4 INCH IN 10 FT AND MAXIMUM VARIATION FROM TRUE POSITION SHALL NOT EXCEED 1/4 INCH
7. IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM PREMATURE DRYING, EXCESSIVE HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. DO NOT PERMIT PEDESTRIAN TRAFFIC OVER PAVEMENT FOR 7 DAYS MINIMUM AFTER FINISHING.
8. FINISH AS FOLLOWS:
   A. SIDEWALK PAVING: LIGHT BROOM, TEXTURE PERPENDICULAR TO DIRECTION OF TRAVEL WITH TROWELED AND RADIUSED EDGE 1/2 INCH RADIUS
   B. PLACE CURING COMPOUND ON EXPOSED CONCRETE SURFACES IMMEDIATELY AFTER FINISHING. APPLY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

SITE PREPARATION NOTES:

CLEARING AND GRUBBING -

1. REFER TO STRUCTURAL (FOOTING) PLANS FOR SPECIFIC SOIL EXCAVATION AND BACKFILL REQUIREMENTS RELATED TO STAIRCASE.
2. ALL AREAS BELOW NEW PAVEMENT SHALL BE CLEARED AND GRUBBED OF ALL PAVEMENT, FOREIGN MATTER, DEBRIS, ORGANIC AND DISTURBED MATERIAL (U.N.O.) STRIPPING DEPTHS WILL VARY DEPENDING ON LOCATION AND PAVEMENT SECTION REQUIREMENTS. ALL EXPOSED MATERIAL SHALL BE MOISTURE CONDITIONED TO WITHIN 2% OF OPTIMUM PRIOR TO PLACEMENT OF FILL MATERIAL DESCRIBED BELOW.
3. ALL CLEARED AND GRUBBED MATERIAL NOT UTILIZED FOR THE PROJECT SHALL BE REMOVED FROM THE CONSTRUCTION SITE. CONTRACTOR SHALL COORDINATE APPROVED DISPOSAL LOCATION.
4. ALL HOLES, DEPRESSIONS, AND UNDISTURBED NATIVE MATERIAL SHALL BE CLEARED OF ALL LOOSE AND ORGANIC MATERIAL PRIOR TO BACKFILLING WITH APPROVED STRUCTURAL FILL.
5. AFTER CLEARING THE ABOVE MENTIONED AREAS, ALL EXPOSED SUB-GRADE SHALL BE PROOF ROLLED WITH A HEAVY NON-VIBRATORY ROLLER. SOILS SHALL BE REMOVED AND RECOMPACTED OR REPLACED WITH APPROVED IMPORTED STRUCTURAL FILL IF THEY DO NOT DEMONSTRATE A FIRM, UNYIELDING CONDITION. CIVIL ENGINEER OF RECORD SHALL APPROVE SUB-GRADE SURFACE PRIOR TO STRUCTURAL FILL IMPORT EXPLAINED BELOW;

STRUCTURAL FILL PLACEMENT AND COMPACTION -

6. APPROVED STRUCTURAL FILL SHALL BE IMPORTED AND PLACED BENEATH AREAS RECEIVING CONCRETE PAVEMENT.
7. STRUCTURAL FILL MATERIALS SHALL BE APPROVED BY THE CIVIL ENGINEER OF RECORD PRIOR TO IMPORTING. ALL FILL SHALL BE FREE OF ORGANIC AND EXPANSIVE CLAY MATERIAL. ALL BASE ROCK SHALL CONFORM TO THE SPECIFICATIONS IDENTIFIED IN THE PLAN SET.
8. STRUCTURAL FILL PLACEMENT LIFTS TO BE DETERMINED BY THE CIVIL ENGINEER OF RECORD BASED ON MATERIAL PROPERTIES AND TYPE OF COMPACTION EQUIPMENT USED. BASE ROCK PLACEMENT LIFTS SHALL NOT EXCEED 8", EACH LIFT SHALL BE NEARLY EQUAL IN THICKNESS AND COMPACTED TO A MINIMUM OF 95% OF ASTM D698. FILLS SHALL BE PLACED AT OR SLIGHTLY ABOVE THEIR OPTIMUM MOISTURE CONTENT.

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JULY 10, 2001
STEVEN E. ALLEN
EXPIRES: 12-31-23

REVISION ID:	DATE:

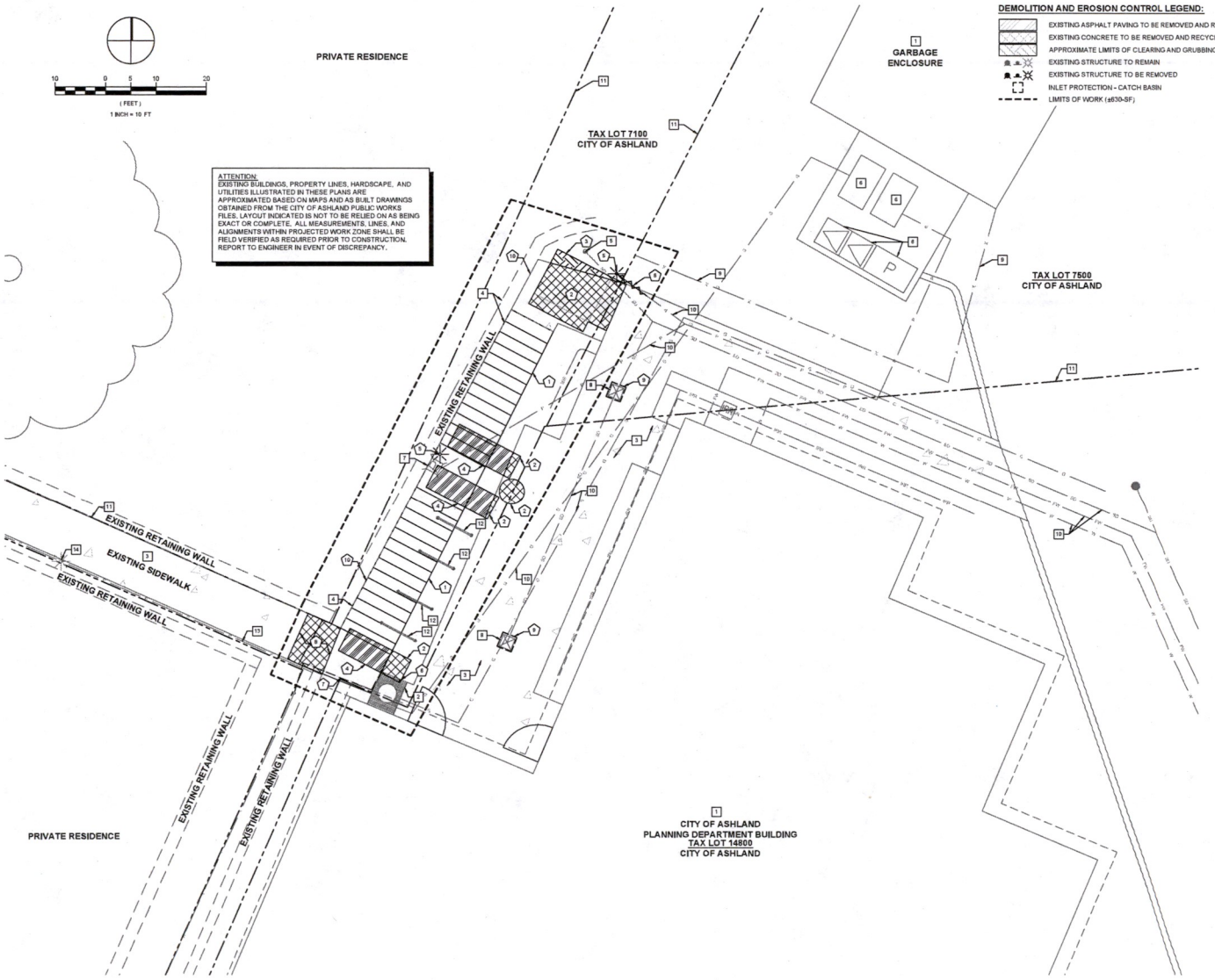
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CIVIL NOTES

C0.1

100% CONSTRUCTION DOCUMENTS

ONE INCH EQUALS FULL SCALE



1 C1.0 **EXISTING CONDITIONS, DEMOLITION, AND EROSION AND SEDIMENT CONTROL PLAN**

1"=10'

ONE INCH EQUALS FULL SCALE

DEMOLITION AND EROSION CONTROL LEGEND:

- EXISTING ASPHALT PAVING TO BE REMOVED AND RECYCLED
- EXISTING CONCRETE TO BE REMOVED AND RECYCLED
- APPROXIMATE LIMITS OF CLEARING AND GRUBBING
- EXISTING STRUCTURE TO REMAIN
- EXISTING STRUCTURE TO BE REMOVED
- INLET PROTECTION - CATCH BASIN
- LIMITS OF WORK (±630-SF)

DEMOLITION, PROTECTION, AND ESC NOTES:

GENERAL DEMOLITION AND PROTECTION NOTES:

***** CONTRACTOR SHALL FIELD VERIFY LIMITS OF ASPHALT/CONCRETE/ETC. DEMOLITION AND ADJUST AS REQUIRED.**

***** PROVIDE SMOOTH VERTICAL SAWCUT AT ALL EXTERIOR LIMITS OF CONCRETE REMOVAL.**

***** UPON MOBILIZATION, CONTRACTOR SHALL POTHOLE EXISTING BURIED UTILITIES AND STRUCTURES (AS INDICATED) TO VERIFY HORIZONTAL AND VERTICAL ALIGNMENT, SIZE, AND MATERIAL.**

***** CONTRACTOR SHALL REPORT TO ENGINEER FOR DIRECTION IN EVENT OF DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.**

***** CONTRACTOR SHALL COORDINATE VEHICULAR AND PEDESTRIAN ACCESS REQUIREMENTS WITH OWNER PRIOR TO CONSTRUCTION.**

***** CONTRACTOR SHALL COORDINATE UTILITY SHUTOFF(S) WITH OWNER AND UTILITY PROVIDER 48 HOURS MINIMUM PRIOR TO CONSTRUCTION TO ENSURE MINIMAL SERVICE DISRUPTION DURING OPERATION HOURS.**

***** WHERE INDICATED, EXISTING STRUCTURES, HARDSCAPE, AND UTILITIES/APPURTENANCES SHALL BE PROTECTED THROUGHOUT ALL PHASES OF CONSTRUCTION.**

GENERAL EROSION CONTROL NOTES:

*****THESE REQUIREMENTS SHALL BE CONSIDERED A MINIMUM. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL MEASURES AS REQUIRED TO FACILITATE CONSTRUCTION. ALL COSTS FOR EROSION CONTROL MEASURES SHALL BE BORN BY THE CONTRACTOR.**

*****THIS PLAN HAS BEEN PREPARED TO ADDRESS THE OVERALL PRIMARY EROSION CONTROL MEASURES THAT MUST BE IMPLEMENTED FOR CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST SPECIFIC EROSION CONTROL MEASURES TO ACCOMMODATE FOR ADDITIONAL PHASED CONSTRUCTION. ANY MODIFICATIONS TO THIS PLAN SHALL BE REVIEWED AND APPROVED BY THE AGENCIES HAVING JURISDICTION AND THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK.**

DEMOLITION AND EROSION CONTROL NOTES:

1. STEEL STAIRCASE TO BE REMOVED AND RECYCLED. CONTRACTOR TO BREAK UP EXISTING COLUMN FOOTINGS AND REMOVE FOOTINGS AND EXISTING COLUMNS FROM PROJECT SITE. CONTRACTOR MAY ELECT TO CUT TWO SOUTHERNMOST COLUMNS ABOVE MAN GATE AND ABANDON IN PLACE. REFER TO STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
2. CONCRETE SIDEWALK TO BE REMOVED AND RECYCLED TO ACCOMMODATE SITE IMPROVEMENTS. REFER TO SHEETS C6.1 AND C6.3 PLANS FOR ADDITIONAL INFORMATION.
3. APPROXIMATE LIMITS OF CLEARING AND GRUBBING / GRADING TO ACCOMMODATE NEW SITE IMPROVEMENTS (±25-CF).
4. ASPHALT PAVEMENT TO BE REMOVED TO ACCOMMODATE NEW STAIRWAY FOOTINGS. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING GAS METER. USE OF MECHANIZED EXCAVATION EQUIPMENT PROHIBITED WITHIN 5' OF GAS METER. REFER TO STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
5. SITE LIGHT TO BE REMOVED AND REPLACED.
6. POWER SERVICE TO SITE LIGHT TO BE REROUTED FOR USE WITH NEW SITE LIGHT. SEE SHEET C3.0 FOR ADDITIONAL INFORMATION.
7. FENCING AND POSTS TO BE REMOVED.
8. G.C. TO GRIND AND REMOVE ±3" OF EXISTING CONCRETE SIDEWALK FROM BENEATH EXISTING STEEL LANDING TO ACCOMMODATE CONSTRUCTION OF NEW RETAINING WALL CAP. SEE SHEET 3.0 AND DETAIL 5 ON SHEET C4.0 FOR ADDITIONAL INFORMATION. CONTRACTOR TO FIELD VERIFY AND REPORT TO ENGINEER OF RECORD FOR FIELD DIRECTIVE IN EVENT OF DISCREPANCY.
9. FURNISH AND MAINTAIN 'TYPE 3' INLET PROTECTION PER ODOT RD1010 AT ALL CATCH BASINS.
10. EXISTING MATURE IVY TO BE REMOVED. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE UNDERLYING STONE AND MORTAR RETAINING WALL. USE OF MECHANIZED CLIPPERS OR SIMILAR MEANS PROHIBITED.
11. LOCATION OF EXCAVATION BENEATH EXISTING GAS METER TO FACILITATE CONSTRUCTION OF NEW STAIRWAY FOOTING. USE OF MECHANIZED EXCAVATION EQUIPMENT OR SIMILAR MEANS PROHIBITED WITHIN 3' OF GAS METER. REFER TO SHEET C6.1 FOR ADDITIONAL INFORMATION.

PROTECTION NOTES:

1. BUILDING TO REMAIN. NO WORK IN THIS AREA.
2. GAS METER TO REMAIN. SYMBOL DEPICTS ACTUAL SIZE.
3. CONCRETE SIDEWALK TO REMAIN.
4. STONE AND MORTAR RETAINING WALL TO REMAIN.
5. CAST IRON DOWNSPOUT TO REMAIN.
6. PAD MOUNTED TRANSFORMER, VAULT, AND MECHANICAL EQUIPMENT TO REMAIN.
7. ELECTRICAL JUNCTION BOX FIXED TO EXISTING STAIRS TO REMAIN. CONTRACTOR TO DESIGN BUILD NEW JUNCTION BOX MOUNTING SYSTEM. REFER TO SHEET C3.0 FOR ADDITIONAL INFORMATION.
8. CATCH BASIN/AREA DRAIN/CLEANOUT TO REMAIN, TYPICAL.
9. FENCING, POSTS, AND GATE TO REMAIN.
10. UNDERGROUND UTILITY TO REMAIN, TYPICAL.
11. APPROXIMATE LOCATION OF PROPERTY LINE, TYPICAL.
12. EXISTING BICYCLE PARKING TO REMAIN.
13. APPROXIMATE LOCATION OF EXPOSED POWER CONDUIT. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE CONDUIT AND MAINTAIN FUNCTIONALITY OF EXISTING SITE LIGHTING.
14. APPROXIMATE LOCATION OF EXISTING SITE LIGHTING TO REMAIN.

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Devl. 10, 2020
STIAS E. ALLEN
EXPIRES: 12-31-23

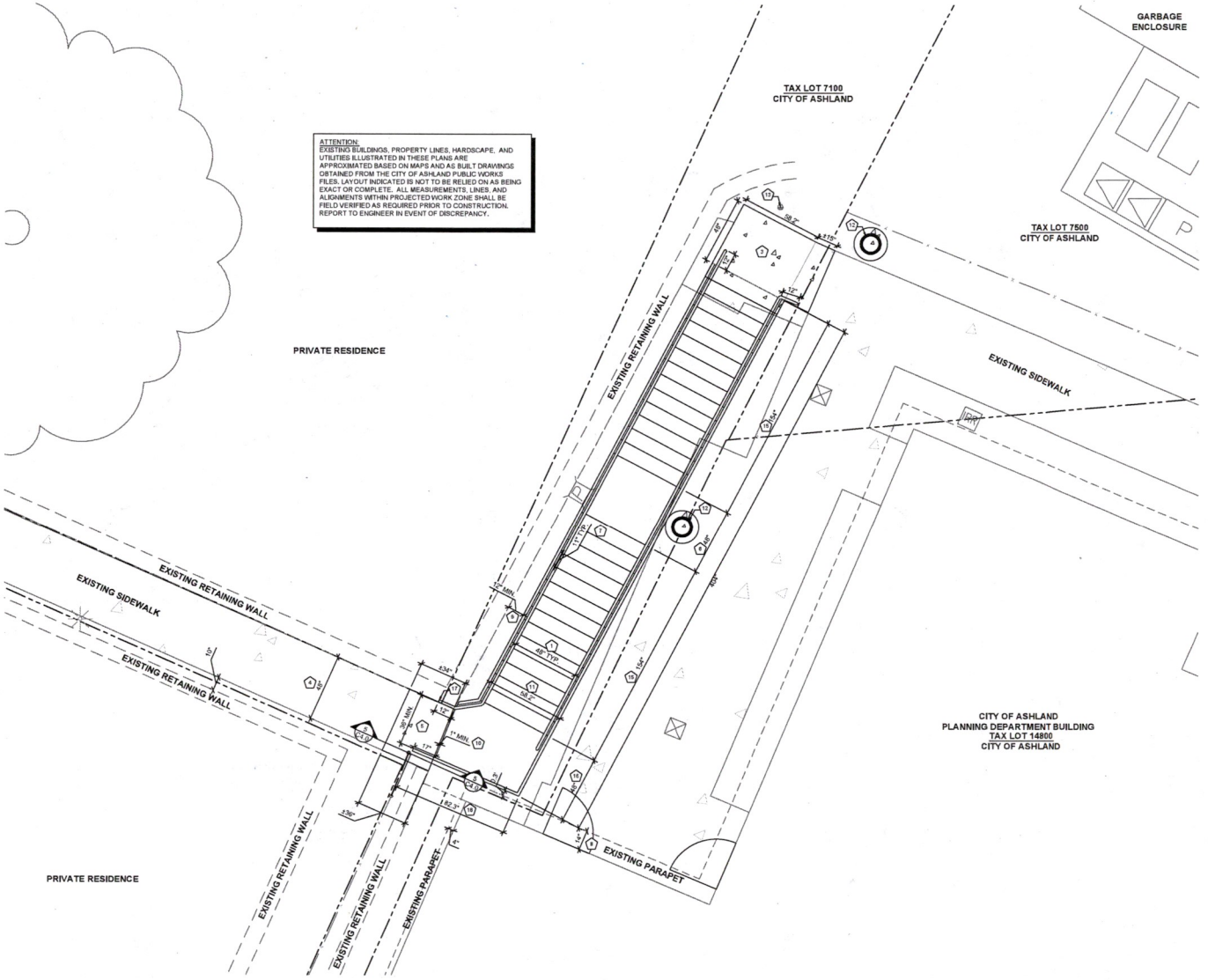
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EXISTING CONDITIONS, DEMO, AND ESC PLAN

C1.0

100% CONSTRUCTION DOCUMENTS



1 C2.0 **SITE DIMENSIONING PLAN**

1"=3'

SITE DIMENSIONING NOTES:

GENERAL SITE DIMENSIONING NOTES:

*** CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND NOTIFY ENGINEER OF RECORD IF DISCREPANCIES OCCUR.

SITE DIMENSIONING NOTES:

1. CLEAR SPACE BETWEEN HAND RAILINGS. REFER TO STRUCTURAL DRAWINGS FOR ALL INFORMATION.
2. CLEAR SPACE BETWEEN EXISTING PARAPET AND NEW STAIRWAY.
3. NEW STAIRWAY LANDING. REFER TO SHEET C3.0 FOR ADDITIONAL INFORMATION.
4. WIDTH OF EXISTING CONCRETE SIDEWALK.
5. NEW RETAINING WALL CAP. REFER TO SHEET C3.0 FOR ADDITIONAL INFORMATION.
6. LENGTH OF INTERMEDIATE LANDING. REFER TO STRUCTURAL DRAWINGS FOR ALL INFORMATION.
7. CLEAR DEPTH OF STAIRWAY TREAD. REFER TO STRUCTURAL DRAWINGS FOR ALL INFORMATION.
8. LENGTH OF PARAPET OVERHANG FROM FACE OF EXISTING BUILDING.
9. CLEAR SPACE BETWEEN EXISTING RETAINING WALL AND NEW STAIRWAY. G.C TO FIELD VERIFY AND REPORT TO ENGINEER OF RECORD IN EVENT OF DISCREPANCY.
10. GAP BETWEEN NEW RETAINING WALL CAP AND NEW STAIRWAY STRUCTURE. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION. G.C TO FIELD VERIFY AND NOTIFY ENGINEER OF RECORD IN EVENT OF DISCREPANCY.
11. OUTSIDE TO OUTSIDE SPACING OF STAIRWAY RUNNERS AND GUARDRAILS.
12. APPROXIMATE LOCATION OF NEW SITE LIGHT. REFER TO C3.0 FOR ADDITIONAL INFORMATION.
13. EXISTING DOWNSPOUT. REFER TO C1.0 FOR ADDITIONAL INFORMATION.
14. NEW FENCING AND POSTS. REFER TO C3.0 FOR ADDITIONAL INFORMATION.
15. HORIZONTAL DISTANCE OF STAIRWAY RUN.
16. LENGTH OF 8' TALL GUARDRAIL.
17. EXTEND GUARDRAIL TO FACE OF EXISTING RETAINING WALL.

3 0 1.5 3 6
(FEET)
1 INCH = 3 FT

ONE INCH EQUALS FULL SCALE

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NOV. 19, 2019
STEVEN E. ALLEN
EXPIRES: 12-31-23

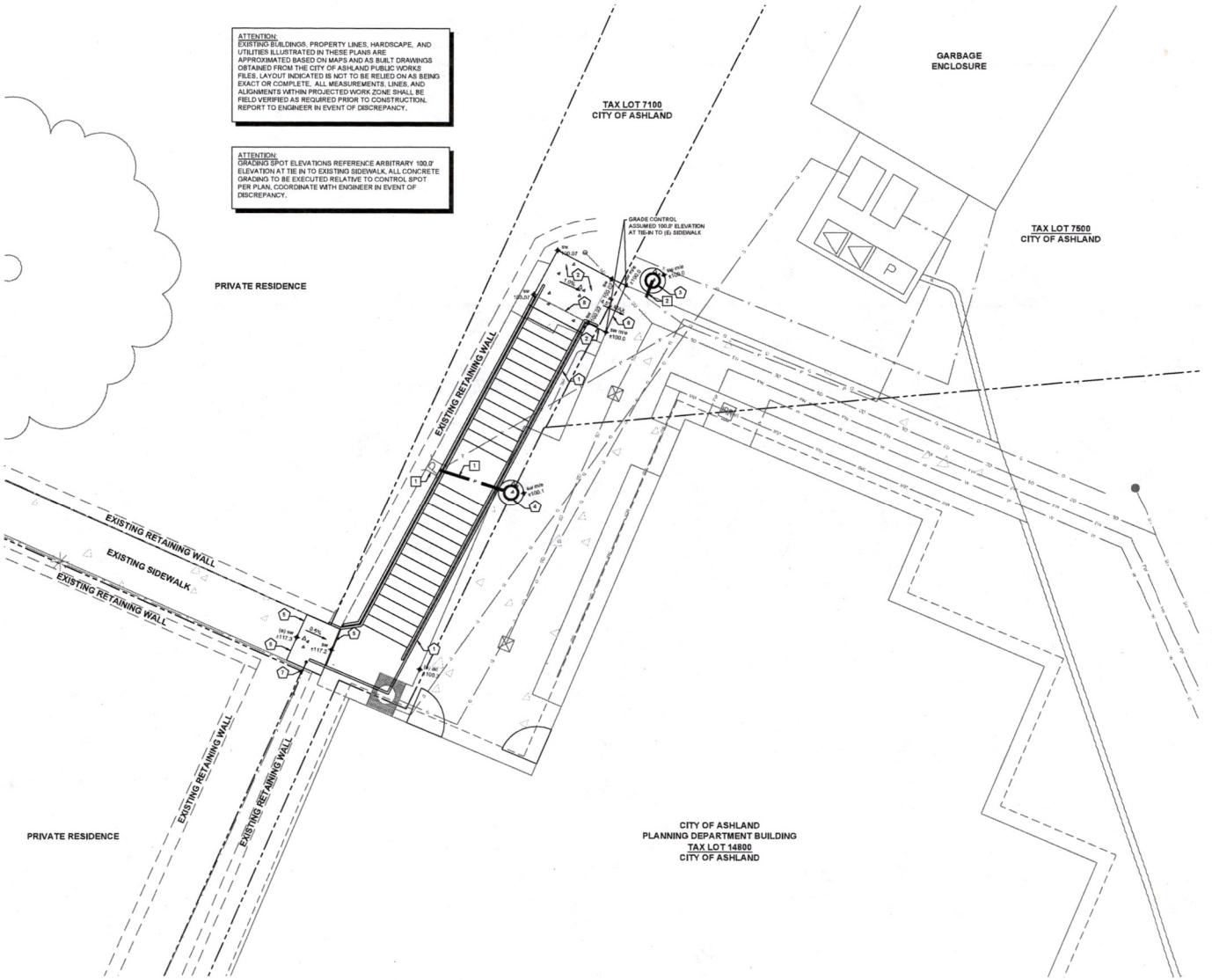
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SITE DIMENSIONING PLAN

C2.0

100% CONSTRUCTION DOCUMENTS



1 C3.0 **SITE IMPROVEMENT PLAN**

1"=4'

ONE INCH EQUALS FULL SCALE

SITE IMPROVEMENT NOTES:

GENERAL CONSTRUCTION NOTES:

*** TRANSITION BETWEEN NEW AND EXISTING CONCRETE SHALL BE FLUSH AND FREE FROM ABRUPT CHANGES IN HEIGHT.

*** STAIRS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CURRENT OSSC STANDARDS. LANDINGS NOT TO EXCEED 2.0% SLOPE.

*** CONSTRUCT PAVING, STRUCTURES, AND PIPING TO GRADES, ELEVATIONS, AND ALIGNMENTS SHOWN ON PLAN. REPORT TO ENGINEER IN EVENT OF DISCREPANCY.

*** UPON MOBILIZATION CONTRACTOR SHALL POTHOLE TO VERIFY VERTICAL AND HORIZONTAL ALIGNMENT, SIZE, AND MATERIAL OF EXISTING PIPES/STRUCTURES FOR TIE-IN PURPOSES. REPORT TO ENGINEER IN EVENT OF DISCREPANCY.

*** PROVIDE SUBMITTALS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING MATERIALS.

SITE CONSTRUCTION NOTES:

1. NEW STAIRWAY, REFER TO STRUCTURAL PLANS FOR ALL INFORMATION.
2. CONSTRUCT UNREINFORCED CONCRETE SIDEWALK, REFER TO DETAILS 1 AND 2 ON SHEET C4.0 FOR ADDITIONAL INFORMATION.
3. FURNISH AND INSTALL 12' TALL 'STERNBERG LIGHTING 1130ALED-5P' SITE LIGHT (OR APPROVED EQUAL). CONSTRUCT BASE PER DETAIL 4 ON SHEET C4.0 AND REFER TO CITY OF ASHLAND DETAIL CD51 FOR ADDITIONAL INFORMATION.
4. FURNISH AND INSTALL 18' TALL 'STERNBERG LIGHTING 1130ALED-5P' SITE LIGHT (OR APPROVED EQUAL). CONSTRUCT BASE PER DETAIL 4 ON SHEET C4.0 AND REFER TO CITY OF ASHLAND DETAIL CD51 FOR ADDITIONAL INFORMATION.
5. CONSTRUCT RETAINING WALL CAP PER DETAIL 5 ON SHEET C4.0.
6. APPROXIMATE LOCATION OF TIE IN TO EXISTING SIDEWALK. CONSTRUCT ISOLATION JOINT PER DETAILS 1 AND 2 ON SHEET C4.0. G.C. SHALL FIELD VERIFY LOCATION, MATCH EXISTING CONDITIONS, AND JOIN AT NEAREST WHOLE PANEL.
7. FURNISH ±5 LF OF 6' TALL CHAIN LINK FENCE AND NEW TERMINATION POST TO ALIGNMENT SHOWN ON PLAN. FENCE FINISH SHALL BE GALVANIZED TO MATCH EXISTING FENCING.
   - SCHEDULE 40 PIPE
   - 1-5/8"Ø TOP/BOTTOM RAILS, BRACING,
   - 2-7/8"Ø POSTS
   - EQUIP POSTS WITH LIKE KIND TOP CAP
   - 9 GA., CORE EXTRUDED CHAIN LINK FABRIC 6' HIGH 2" MESH,
   - KNUCKLE SELVAGE TERMINATION OF MESH FABRIC
   - 7 GA., TOP, BOTTOM, CORNER, TERMINAL POST, MID BRACING AND
   - TRUSS ROD.
   - POSTS SETS SIMILAR TO ODOT BR241 'TYPE B FENCE' ON SHEET C5.0.
8. CONSTRUCT REINFORCED CONCRETE FOOTING PER DETAIL 6 ON SHEET C4.0. SEE SHEET C6.1 FOR ADDITIONAL INFORMATION.

POWER NOTES:

1. CONTRACTOR TO DESIGN BUILD NEW POWER CONDUIT AND DISTRIBUTION BOX AND SHALL PROTECT EXISTING MOUNTING BOARD DURING CONSTRUCTION. CONTRACTOR MAY ELECT TO ATTACH DISTRIBUTION BOX TO NEW STAIRWAY COLUMNS. MAINTAIN FUNCTION OF ALL CONNECTED APPURTENANCES THROUGHOUT CONSTRUCTION PROCESS. CONTRACTOR SHALL PROVIDE SUBMITTAL OF ELECTRICAL AND LIGHTING SYSTEM DESIGN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO DESIGN BUILD POWER CONNECTION OF NEW LIGHT TO EXISTING POWER SERVICE. CONTRACTOR SHALL PROVIDE SUBMITTAL OF ELECTRICAL AND LIGHTING SYSTEM DESIGN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

4 0 2 4 8
(FEET)
1 INCH = 4 FT

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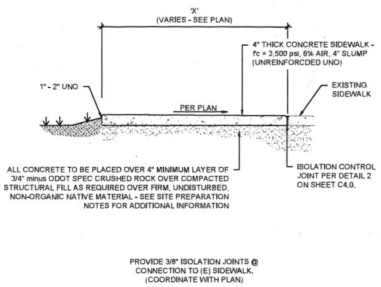
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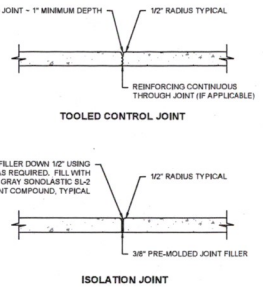
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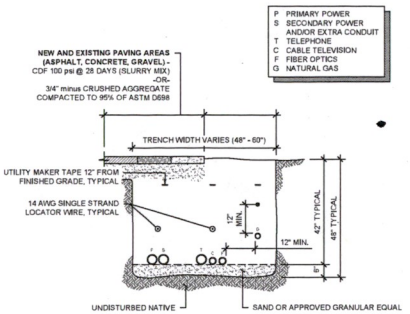
SITE IMPROVEMENT PLAN

C3.0

100% CONSTRUCTION DOCUMENTS



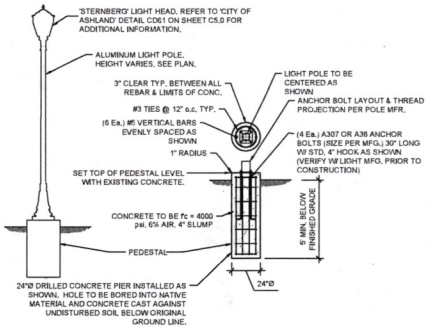


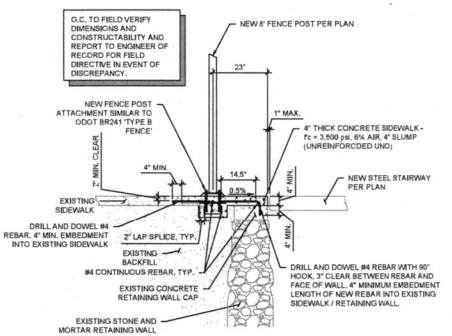


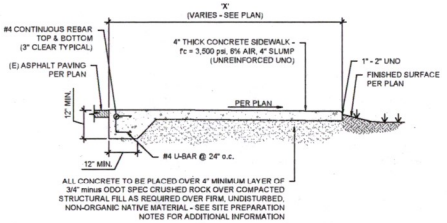
1 C4.0 **UNREINFORCED SIDEWALK SECTIONS** 1/2" = 1'

2 C4.0 **SIDEWALK JOINTING DETAILS** 3/4" = 1'

3 C4.0 **TYPICAL COMMON DRY UTILITY TRENCH SECTION** 1/2"= 1'







4 C4.0 **SIGHT LIGHT AND POLE BASE DETAIL** NTS

5 C4.0 **RETAINING WALL CAP** 1/2" = 1'

6 C4.0 **UNREINFORCED SIDEWALK SECTIONS** 1/2" = 1'

ONE INCH EQUALS FULL SCALE

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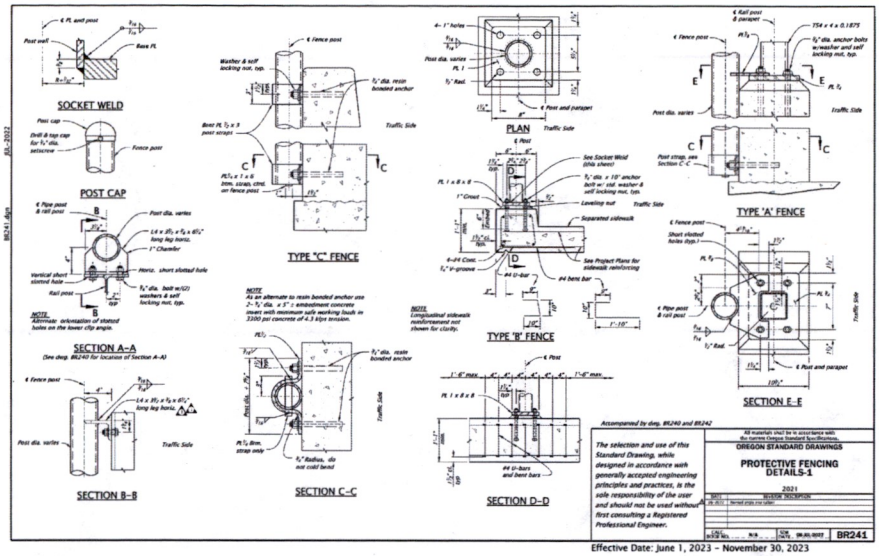
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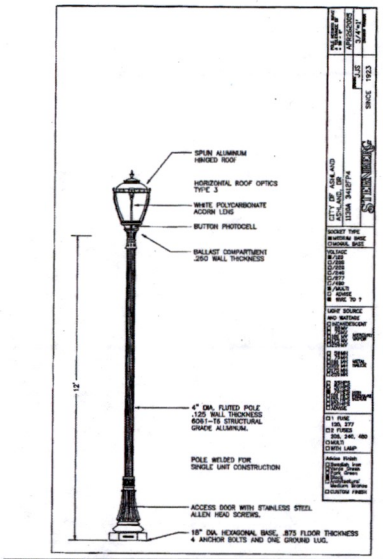
PRIVATE CIVIL DETAILS

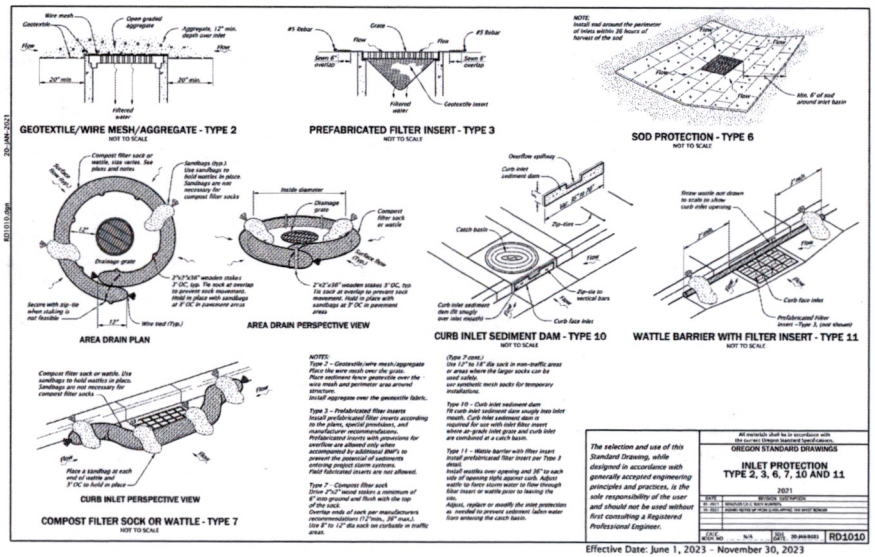
C4.0

100% CONSTRUCTION DOCUMENTS



Effective Date: June 1, 2023 - November 30, 2023





Effective Date: June 1, 2023 - November 30, 2023

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CITY OF ASHLAND
20 EAST MAIN STREET
ASHLAND, OR 97520

ALICE PEIL
STEEL STAIRWAY

FOR INFORMATION ONLY

REVISION ID:	DATE:

PROJECT NO: M-6287-21
DRAWN: MRL
CHECKED: LGG
DATE: 11-18-23

AGENCY STANDARD DETAILS

C5.0

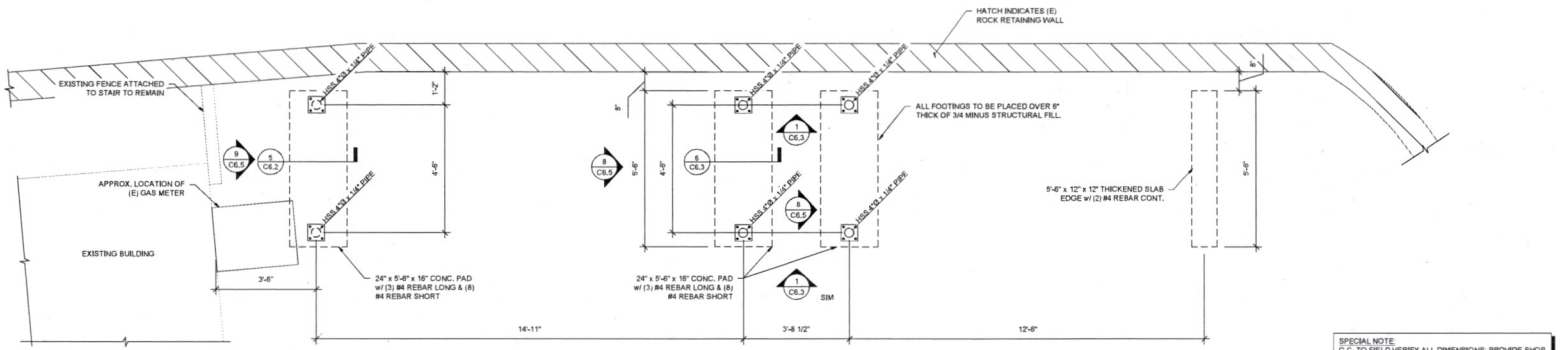
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SPECIAL NOTE:
G.C. TO FIELD VERIFY ALL DIMENSIONS; PROVIDE SHOP DRAWINGS FOR LAYOUT BASED ON FIELD CONDITIONS FOR E.O.R., APPROVAL AND REPORT ANY DISCREPENCIES TO E.O.R.

1 C6.1 FOUNDATION PLAN

1/2"= 1'-0"

PROJECT STRUCTURAL NOTES: (ASHLAND, JACKSON COUNTY, OREGON)

GENERAL INFORMATION:
1. GOVERNING CODE IS THE 2022 OREGON STRUCTURAL SPECIALTY CODE.
2. THE PROJECT WAS DESIGNED FOR THE FOLLOWING LOADS:
   a. FLOOR LIVE: 100 PSF
   b. FLOOR DEAD: 16 PSF
   c. GROUND SNOW LOAD: 16 PSF
   d. SNOW LOAD: 25 PSF
   e. WIND LOAD: 96 MPH, EXPOSURE B, Iw = 1.0
   f. SEISMIC LOAD: SEISMIC DESIGN CATEGORY: D, SEISMIC SITE CLASS: D, Ss = 0.596, S1 = 0.338, V = 304 LBS (R = 3.25)
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING WORK.
4. ALL FEATURES OF CONSTRUCTION NOT FULLY SHOWN SHALL BE OF THE SAME TYPE AND CHARACTER AS SHOWN FOR SIMILAR CONDITIONS, SUBJECT TO REVIEW OF THE ENGINEER OF RECORD.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS, RESPONSIBILITY SHALL INCLUDE BUT IS NOT LIMITED TO DEMOLITION AND CONSTRUCTION MEANS AND METHODS, TECHNIQUES, SEQUENCING, AND SAFETY REQUIRED TO COMPLETE CONSTRUCTION.
6. ALL ERECTION BRACING, TEMPORARY SHORING AND CONSTRUCTION SEQUENCING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. STAIRS HAVE BEEN DESIGNED BASED ON THE ASSUMPTION THAT THE BUILDING LOT IS FLAT. G.C. TO CONTACT ENGINEER IF RETAINING WALLS ARE REQUIRED.
8. ALL WATERPROOFING, DAMP PROOFING, AND WEATHERPROOFING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

FOUNDATIONS:
1. FOUNDATION SIZES ARE BASED ON TOTAL LOAD BEARING PRESSURE OF 1500 PSF. NO GEOTECHNICAL EVALUATION HAS BEEN PERFORMED FOR THIS PROJECT. G.C. SHALL COORDINATE EFFORTS TO VERIFY PRIOR TO CONSTRUCTION.
2. ALL FOOTINGS SHALL BE PLACED ON FIRM, UNDISTURBED NATIVE SOIL, OR ON ENGINEERED FILL COMPACTED TO MINIMUM OF 95% OF THE ASTM D 1557 DENSITY.
3. BOTTOM OF ALL FOOTINGS TO BE EMBEDDED BELOW FROST DEPTH = 12".

REINFORCING STEEL:
1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A 615 GRADE 60 (A706 FOR REINF. TO BE WELDED).
2. WELDED WIRE FABRIC TO BE PER ASTM A185.
3. ALL REINFORCING STEEL SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH CRSI MANUAL OF STANDARD PRACTICE, MSP 2019.
4. LAP ALL REINFORCING BARS MINIMUM 30" (UNLESS NOTED PER ACI 318-11).
5. SECURELY TIE ALL REINFORCING PRIOR TO PLACING CONCRETE. ALL TIE WIRE SHALL BE Min. #16 ANNEALED STEEL.
6. PROVIDE 3" CLEARANCE FOR ALL REINFORCING IN CONCRETE CAST AGAINST EARTH, 2" FOR CONCRETE EXPOSED TO EARTH AND WEATHER, AND 1 1/2" FOR ALL INTERIOR EXPOSURE.
7. ALL REINFORCING SHALL BE SUPPORTED ON WELL CURED CONCRETE BLOCKS OR APPROVED METAL CHAIRS, AS SPECIFIED BY THE CRSI MANUAL OF STANDARD PRACTICE, MSP 2019.

CONCRETE:
1. ALL CONCRETE SHALL DEVELOP A MINIMUM 28-DAY LAB CURED COMPRESSIVE STRENGTH OF 3,500 PSI. ALL CONCRETE WAS DESIGNED WITH f'c = 2,500 PSI, THEREFORE NO SPECIAL INSPECTION IS REQUIRED.
2. ALL EXPOSED CONCRETE TO HAVE 5% PLUS OR MINUS 1% AIR, BY VOLUME, CONFORMING TO ASTM C 260.
3. ALL CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 4".
4. ALL CONCRETE SHALL BE CURED PER ACI 308-01 STANDARDS.
5. THE CURING AND JOINTING SPECIFICATIONS IN THIS SUBMITTAL MEET THE INTENT OF ACI RECOMMENDATIONS TO MINIMIZE UNCONTROLLED SLAB CRACKING. CONTRACTOR SHALL REVIEW THE SLAB AND SLAB JOINT SPECIFICATIONS AND APPROVE PRIOR TO CONCRETE PLACEMENT. ZCS WILL NOT BE RESPONSIBLE FOR MITIGATION OF SLAB CRACKING THAT OCCURS OUTSIDE THE CRACK CONTROL GRID.

STRUCTURAL STEEL:
1. ALL STRUCTURAL STEEL SHALL BE AS FOLLOWS:
   - WIDE FLANGE SHAPES - ASTM A992, GRADE 50
   - CHANNELS, PLATES AND ANGLES (EXCEPT AS NOTED) - ASTM A36
   - HOLLOW STRUCTURAL SECTIONS (TUBES) - ASTM A500, GRADE 'B' (Fy = 42 KSI)
   - PIPE HSS SECTIONS - ASTM A500, GRADE 'B' (Fy = 42 KSI)
2. ALL WELDING SHALL CONFORM TO AWS (CURRENT EDITION) SPECIFICATIONS.
3. ALL WELDS TO BE E70 ELECTRODE. ALL WELDS TO BE 1/16" SMALLER THAN THINNEST MATERIAL TO BE WELDED U.N.O.
4. ALL FABRICATION, ERECTION, IDENTIFICATION AND PAINTING SHALL CONFORM TO AISC SPECIFICATIONS.
5. ALL STEEL EXPOSED TO WEATHER, SOIL, MOISTURE OR AS DENOTED ON THE PLANS SHALL BE HOT DIPPED GALVANIZED PER ASTM A-123, OR OTHER APPROVED PROTECTIVE COATING.
6. ALL FIELD WELDS TO GALVANIZED STEEL AND AREAS DAMAGED BY WELDING, FLAME CUTTING OR HANDLING, SHALL BE REPAIRED WITH AN ORGANIC COLD GALVANIZING COMPOUND HAVING A MINIMUM OF 94% ZINC DUST IN THE DRY FILM, APPLY IN MULTIPLE COATS, UNTIL AN 8 MIL THICKNESS HAS BEEN ACHIEVED. SURFACES TO RECEIVE ZINC-RICH PAINT SHALL BE CLEAN, DRY AND FREE OF OIL, GREASE, SALT AND CORROSIVE PRODUCTS.

STAIR NOTES:
1. ALL STEPS ON A FLIGHT OF STAIRS SHALL HAVE A UNIFORM RISER HEIGHT AND UNIFORM TREAD DEPTH.
2. OPEN RISERS SHALL NOT BE PERMITTED.
3. NOSINGS WITHIN A STAIRWAY SHALL BE UNIFORM.
4. NOSINGS THAT PROJECT BEYOND RISERS SHALL HAVE THE UNDERSIDE OF THE LEADING EDGE CURVED OR BEVELED.
5. VISUAL CONTRAST SHALL COMPLY WITH EITHER A OR B:
   5.A. THE LEADING 1"-2" OF EVERY TREAD AND LANDING, MEASURED HORIZONTALLY FROM THE LEADING EDGE OF THE NOSING, SHALL CONSIST OF A SOLID COLOR HAVING VISUAL CONTRAST OF DARK-ON-LIGHT OR LIGHT-ON-DARK FROM THE REMAINDER OF THE TREAD, THE CONTRASTING MARKING SHALL BE DURABLE AND SHALL EXTEND FROM ONE SIDE OF EACH TREAD TO THE OTHER SIDE OF EACH TREAD TO THE OTHER SIDE OF EACH TREAD.
   5.B. DURABLE DISTINCTIVE WARNING MARKINGS REQUIRED BY THE ADOPTED BUILDING CODE OR ANSI SAFETY STANDARD.
6. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS AND RAMPS.
7. HANDRAILS SHALL BE CONTINUOUS WITHIN FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS OR RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHT FLIGHTS AND RUNS.
8. HANDRAIL HEIGHT SHALL BE MEASURED VERTICALLY ABOVE NOSINGS, RAMP SURFACES AND WALKING SURFACES.
9. GRIPPING SURFACES SHALL BE CONTINUOUS, WITHOUT INTERRUPTION BY NEWEL POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
10. HANDRAIL CROSS SECTIONS:
   10.A. CIRCULAR: 1 1/14" MIN. - 2" MAX.
   10.B. NONCIRCULAR PERIMETER: 4" MIN. - 6 1/4" MAX.
   10.C. NONCIRCULAR CROSS SECTION: 2 1/4" MAX.
11. HANDRAIL EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR FLOOR, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN OR AN ADJACENT STAIR FLIGHT.

STRUCTURAL OBSERVATIONS & INSPECTIONS:
1. SPECIAL INSPECTIONS REQUIRED SHALL BE PROVIDED PER OSSC CHAPTER 17 AND AS REQUIRED BY E.O.R. AS FOLLOWS:
   1.A. BEFORE FIRST CONCRETE POUR.
   1.B. FIELD WELDING
   1.C. POST INSTALLED ANCHORS

PAINTING:
1. SUMMARY
   1.A. EXTERIOR PAINTING
2. SITE CONDITIONS
   2.A. PERFORM WORK ONLY UNDER THE FOLLOWING CONDITIONS, UNLESS OTHERWISE INSTRUCTED BY MANUFACTURER:
      2.A.A. MAXIMUM RELATIVE HUMIDITY: 85%
      2.A.B. AMBIENT AIR TEMPERATURES ARE BETWEEN 50 DEGREES AND 95 DEGREES F.
3. EXTERIOR PAINTING SCHEDULE
   3.A. G.C. TO COORDINATE WITH CLIENT FOR PAINT COLOR.
   3.B. METAL
      3.B.A. COROTECH OIL & GREASE EMULSIFIER
      3.B.B. ULTRA SPEC HP ACRYLIC METAL PRIMER
      3.B.C. ULTRA SPEC HP D.T.M. ACRYLIC ENAMEL (SEMI-GLOSS)
4. SURFACE PREPARATION
   4.A. STEEL: REMOVE ALL LOOSE MILL SCALE, LOOSE RUST, AND OTHER FOREIGN MATERIAL. CLEAN WITH SOLVENT, REMOVING ALL VISIBLE OIL, GREASE, SOIL, DRAWING, AND CUTTING COMPOUNDS. CHANGE RAGS AND CLEARING SOLUTION FREQUENTLY.

REGISTERED PROFESSIONAL ENGINEER
70888PE
DIGITAL SIGNATURE
OREGON
March 13, 2020
MATTHEW R. SMITH
EXPIRES: 06-30-24

REVISION ID:	DATE:

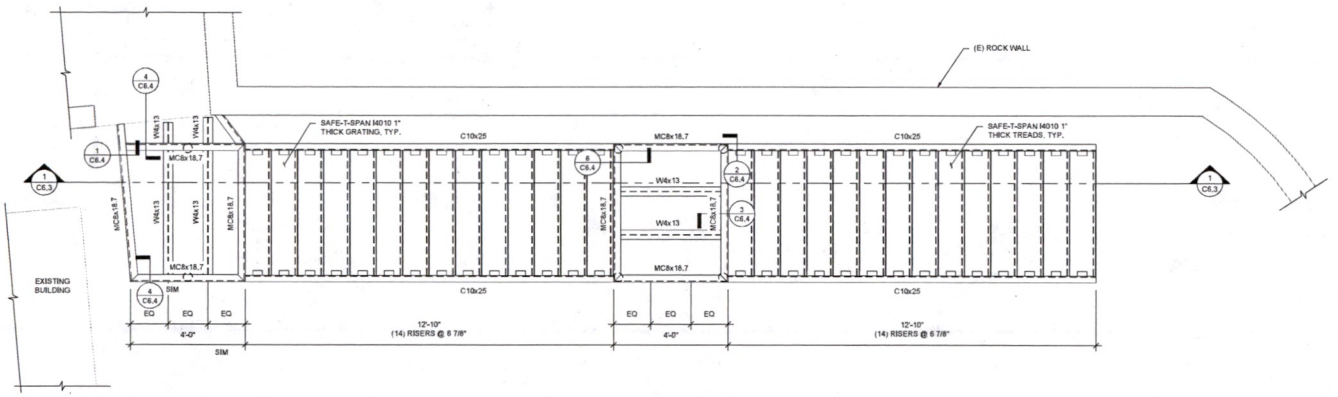
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DRAWN: SKN
CHECKED: SLC
DATE: 11/10/2023

FOUNDATION PLAN

C6.1

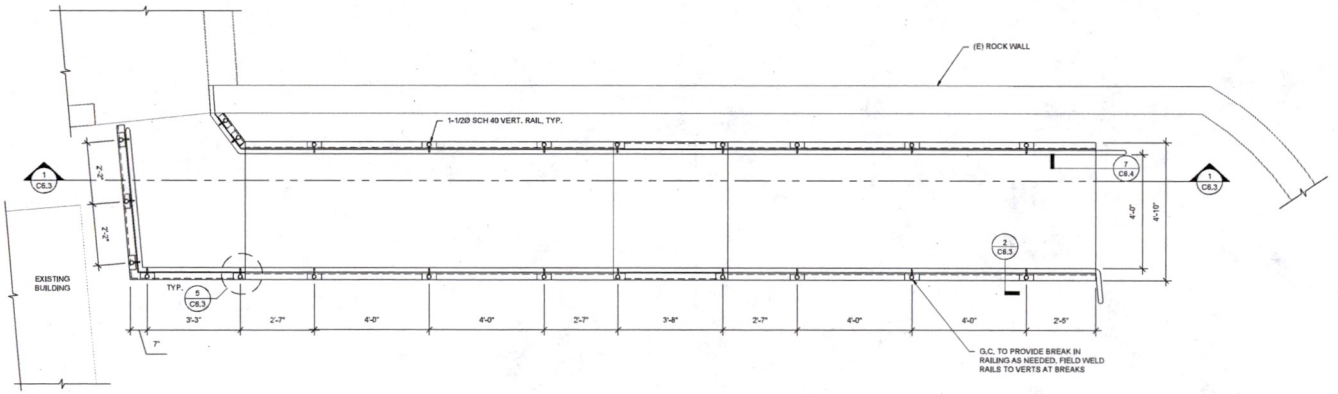
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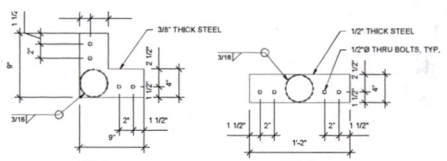
1 C6.2 **LANDING / STAIRS PLAN**

1/2"= 1'-0"



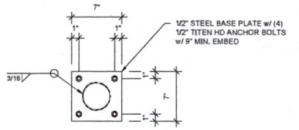
2 C6.2 **GUARDRAIL / HANDRAIL PLAN**

1/2"= 1'-0"



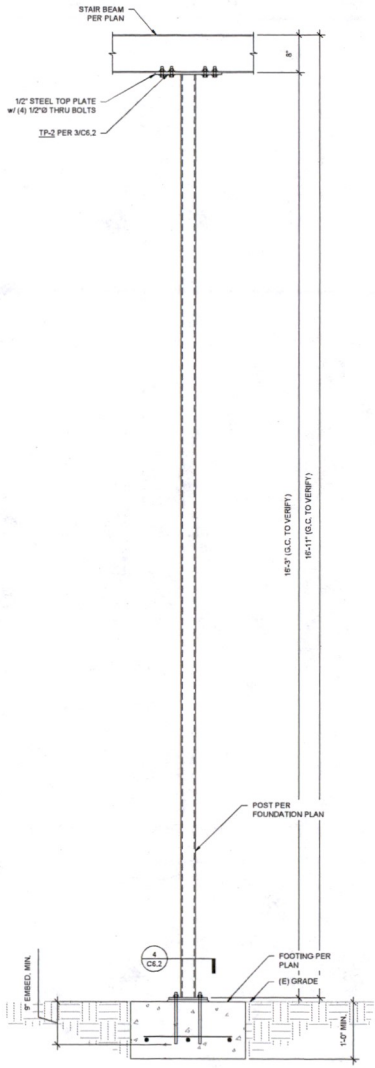
3 C6.2 **TYP. COLUMN TOP PLATE**

1 1/2"= 1'-0"



4 C6.2 **TYP. COLUMN BOT PLATE**

1 1/2"= 1'-0"



5 C6.2 **UPPER LANDING COLUMN SECTION**

1"= 1'-0"

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ALICE PEIL
STEEL STAIRWAY

REGISTERED PROFESSIONAL ENGINEER
70888PE
DIGITAL SIGNATURE
OREGON
March 13, 2017
MATTHEW R. SMITH

EXPIRES: 06-30-24

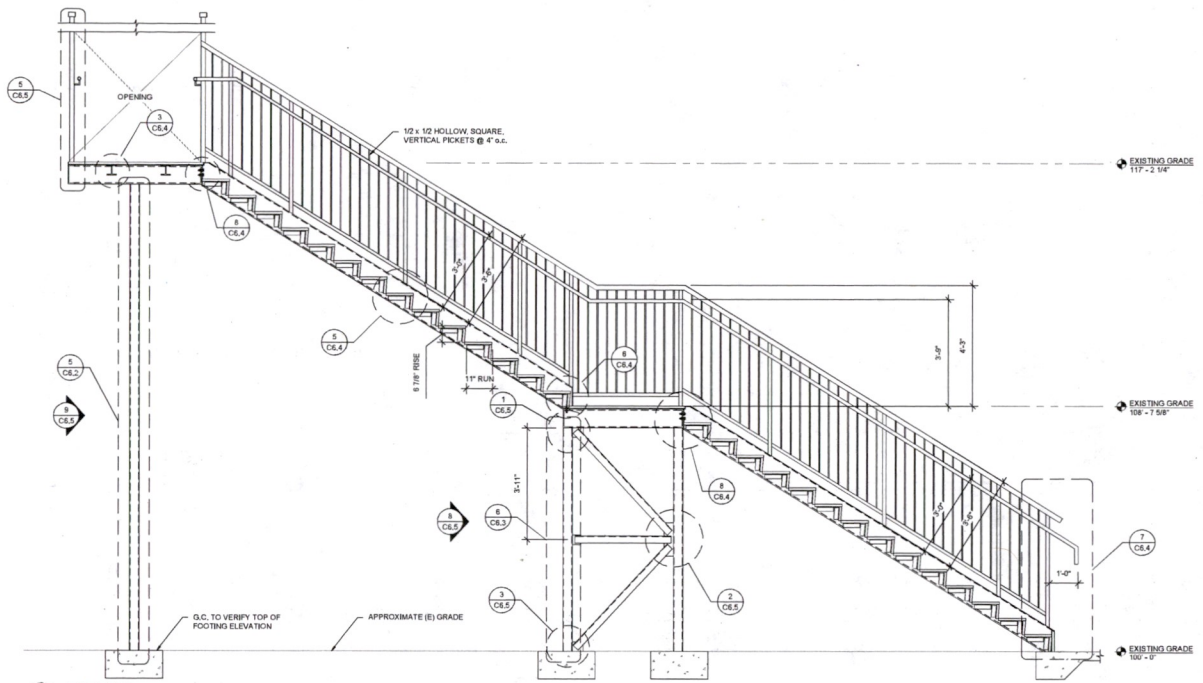
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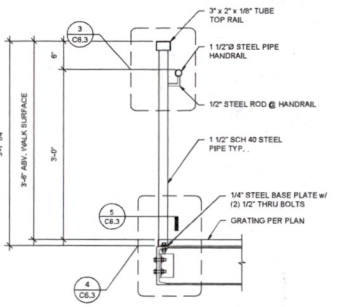
STAIR AND GUARDRAIL PLANS

C6.2

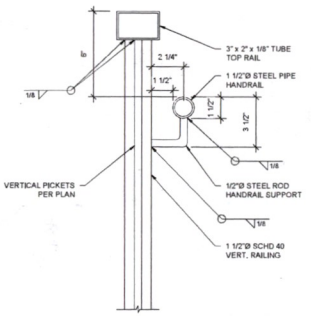
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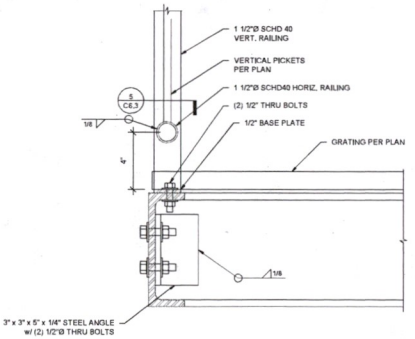
1 C6.3 **SECTION** 1/2"= 1'-0"



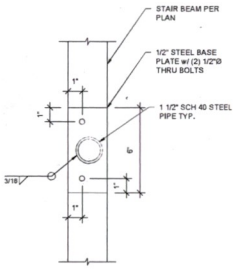
2 C6.3 **GUARDRAIL SECTION** 1"= 1'-0"



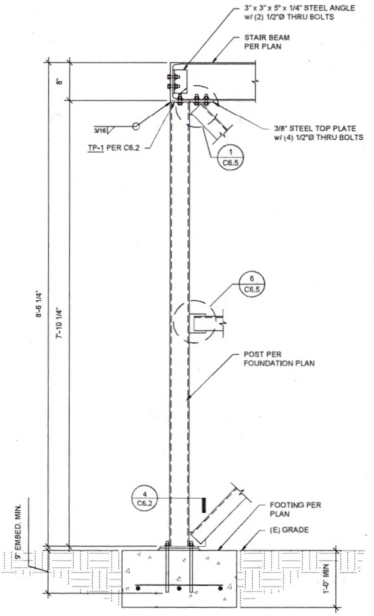
3 C6.3 **SECTION** 3"= 1'-0"



4 C6.3 **SECTION** 3"= 1'-0"



5 C6.3 **SECTION** 3"= 1'-0"



6 C6.3 **MID HEIGHT COLUMN SECTION** 1"= 1'-0"

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REGISTERED PROFESSIONAL ENGINEER 70869PE DIGITAL SIGNATURE OREGON March 13, 2018 MATTHEW R. SMITH
EXPIRES: 06-30-24

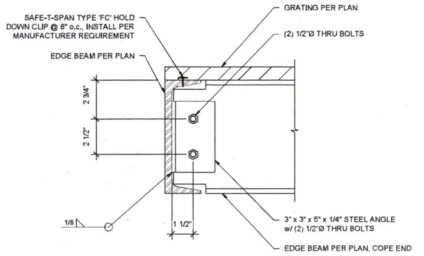
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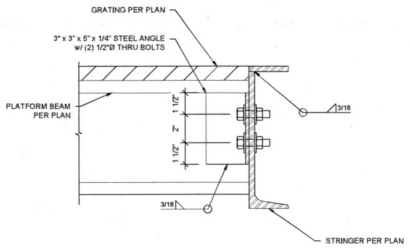
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C6.3

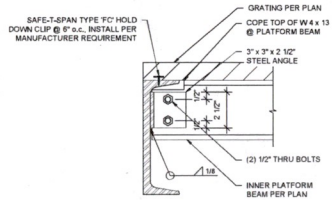
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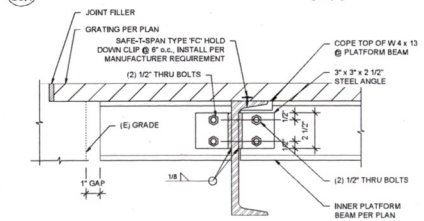
1 C6.4 **PLATFORM TO STRINGER DETAIL** 3"= 1'-0"



2 C6.4 **STAIR TO STRINGER DETAIL** 3"= 1'-0"

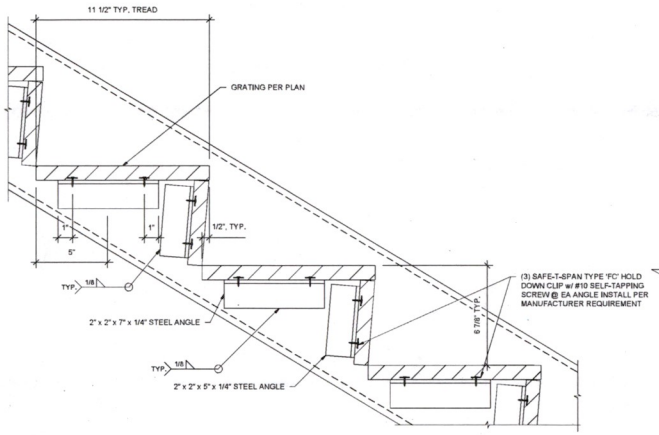


3 C6.4 **PLATFORM BEAM CONNECTIONS** 3"= 1'-0"

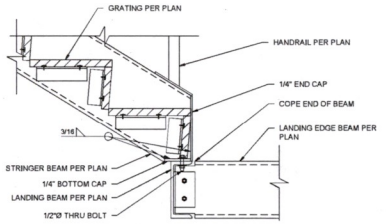


4 C6.4 **PLATFORM BEAM CONNECTIONS** 3"= 1'-0"

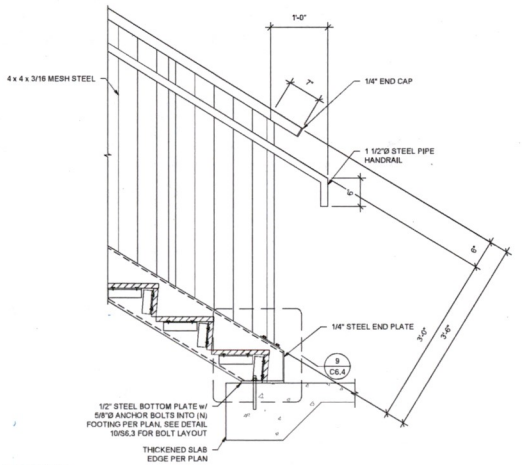
ONE INCH EQUALS FULL SCALE



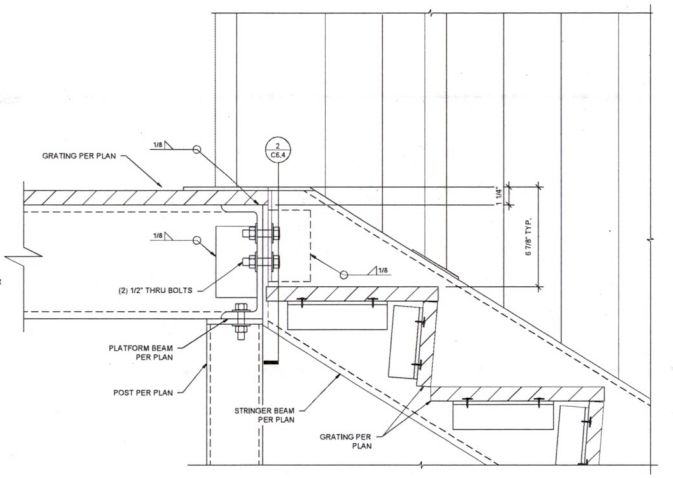
5 C6.4 **TREAD AND RISER DETAIL** 3"= 1'-0"



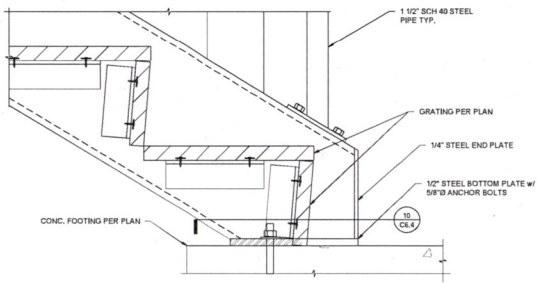
6 C6.4 **PLATFORM BEAM CONNECTIONS** 1'-1/2"= 1'-0"



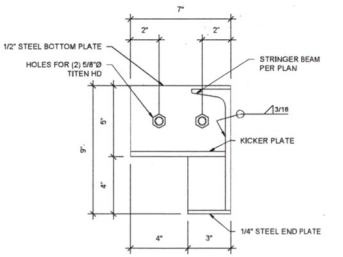
7 C6.4 **SECTION** 1"= 1'-0"



8 C6.4 **PLATFORM BEAM CONNECTIONS** 3"= 1'-0"



9 C6.4 **PLATFORM BEAM CONNECTIONS** 3"= 1'-0"



10 C6.4 **STRINGER BASE PLATE** 3"= 1'-0"

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March 13, 2001
MATTHEW R. SMITH
EXPIRES: 06-30-24

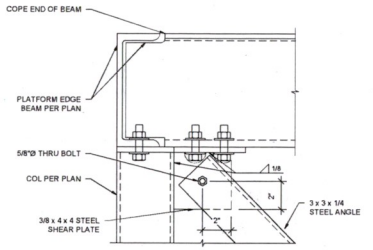
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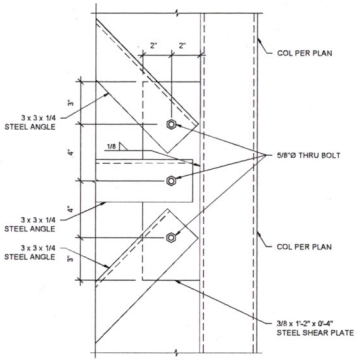
STAIR DETAILS

C6.4

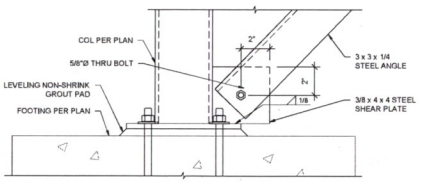
100% CONSTRUCTION DOCUMENTS



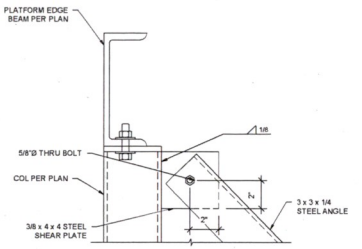
1 C6.5 **TOP OF COLUMN BOLTED CONNECTION**
3"= 1'-0"



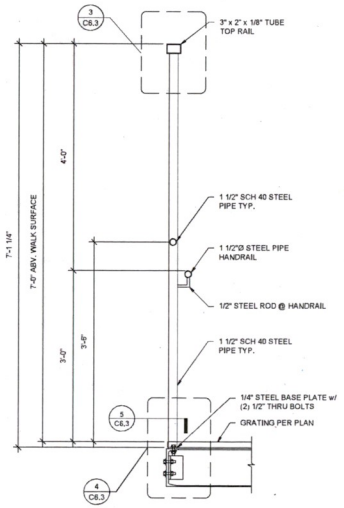
2 C6.5 **TRIPLE BRACE BOLTED CONNECTION**
3"= 1'-0"



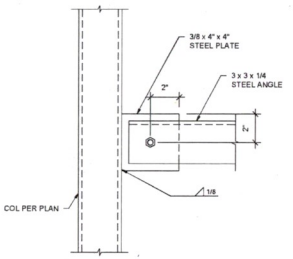
3 C6.5 **BOTTOM OF COLUMN BOLTED CONNECTION**
3"= 1'-0"



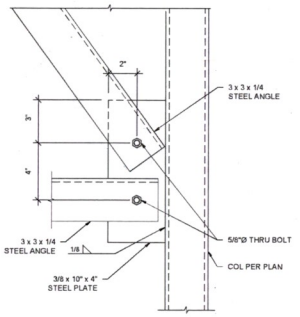
4 C6.5 **TOP OF TALL COLUMN BOLTED CONNECTION**
3"= 1'-0"



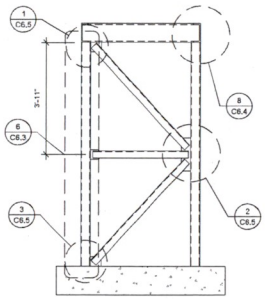
5 C6.5 **SECTION**
1"= 1'-0"



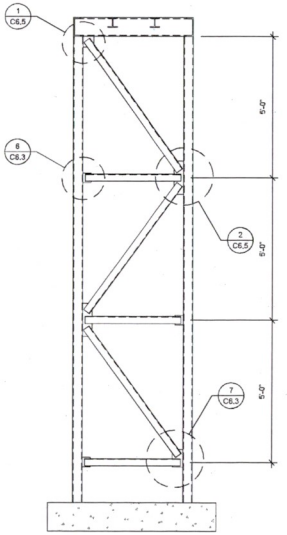
6 C6.5 **MID- COLUMN BOLTED CONNECTION**
3"= 1'-0"



7 C6.5 **BOTTOM OF COLUMN BOLTED CONNECTION**
3"= 1'-0"



8 C6.5 **LOWER LANDING ELEVATION**
1/2"= 1'-0"



9 C6.5 **UPPER LANDING ELEVATION**
1/2"= 1'-0"

ONE INCH EQUALS FULL SCALE

ZCS
ENGINEERING
ARCHITECTURE
45 Hawthorne Street, Suite 5, Medford, Oregon 97504 | 541-500-8589

CITY OF ASHLAND
20 EAST MAIN STREET
ASHLAND, OR 97520

ALICE PEIL
STEEL STAIRWAY

REGISTERED PROFESSIONAL ENGINEER
70888PE
DIGITAL SIGNATURE
OREGON
NOV 13, 1987
MATTHEW R. SMITH
EXPIRES: 06-30-24

REVISION ID:	DATE:

PROJECT NO:	M-0287-21
DRAWN:	SKN
CHECKED:	SLC
DATE:	11/10/2023

STAIR BOLTED CONNECTION DETAILS

C6.5

100% CONSTRUCTION DOCUMENTS

ZCS advised that the City completely replace the Alice Peil stairway, including the primary steel structure, rather than rehabilitate structural/framing elements and replacing only the stair (i.e. risers and treads) and handrail elements. The reasons for this recommendation involved cost and schedule.

Lead Abatement: The existing framing is generally in good shape and could be salvaged if the City wished to pursue rehabilitation, but does require repairs where water has seeped underneath the paint surface and caused corrosion of the steel. This can be achieved by sand-blasting existing surfaces and re-coating with a durable coating. However, the age of the stairs suggests that lead abatement of the older underlying paint layers on the primary structure will be necessary. The abatement effort is expected to be costly, especially since it will need to be paid at prevailing wage, time-consuming, and disruptive. Lead abatement will need to occur before the structural elements can be sand-blasted and re-coated with a durable coating. The time, expense, and disruption caused by abatement is a strike against the rehabilitation option. NOTE added by Jason Strait February 21, 2024: Sand blasting will be disruptive and difficult to accomplish without impacting neighbors and the Community Development Office

Prevailing Wage Rules: Rehabilitation will require significant on-site welding, assembly, and painting of the new stair and handrail elements, all of which must be paid at prevailing wage. However, a full replacement of the structure and stair elements will enable most of the fabrication and coating to be performed in the fabrication shop rather than on-site. Prevailing wage rules do not apply to work performed in the fabrication shop. NOTE added by Jason Strait February 21, 2024: Given the replacement cost of the stairway the local site work including demolition of the existing stairway, preparation work and ancillary work will be paid at prevailing wage as the total is above the $50,000 threshold. Only the portion of the work done off site in a fabrication shop will be exempt. As such, this statement is no longer a significant driver.

Schedule: ZCS estimates that attempting to rehabilitate the existing structure will put the stairway out of commission for at least a month, and possibly much longer depending on extent and progress of lead abatement activities. ZCS estimates that fully replacing the structure and stairs would decommission the stairway for about one week. NOTE added by Jason Strait February 21, 2024: The ITB for stairway replacement limited the time the stairway would be unavailable to the public to 35 days, not one week.

ADA Compliance: The stairway is not ADA compliant. If the City only replaces the stair elements, there would be no requirement to bring the structure into compliance, nor would compliance be possible due to spatial limitations in the existing stair configuration. However, replacing the entire structure provides the opportunity, spatial flexibility, and the regulatory driver, to provide an ADA compliant stairway.

Recommendation: Staff supports replacement, rather than rehabilitation, as a more affordable, timely, and less disruptive project. The final product will provide a better solution, in terms of ADA compliance and avoidance of costly and disruptive lead abatement work. NOTE added by Jason Strait February 21, 2024: Replacement remains the recommended alternative. Repairs remain riskier from a schedule perspective and will not bring the stairs up to date in regard to code compliance. In addition, repairs will not have the expected life of a new stair and will be required again within 5-15 years. The cost of repairs are not known (a new ITB cycle for the repair option would take 3-4 months) and may not be significantly cheaper than replacement.

2200 Ashland Street Master Plan Ad Hoc Committee

Mission

Create a long-term master plan for the building and surrounding property at 2200 Ashland Street that aligns with contractual obligations, furthers the community's goals regarding homeless services and affordable housing, and enhances the experience of the surrounding neighborhood.

Goal

Identify the best use(s) of this City-owned property to further the goals identified by the community and state funding partners.

City of Ashland Value Statements Supported by this Ad Hoc Committee

- Regional cooperation, including in support for public safety and homelessness
- Community affordability, including in available housing and childcare
- Belonging through mutual respect and openness, inclusion and equity
- Quality of life that underpins the City's economic vibrancy
- Environmental resilience, including addressing climate change and ecosystem conservation

Committee Charge

Discovery Phase: Develop a shared understanding of:

- current needs regarding homeless services, transitional housing, and affordable housing related to regional efforts;
- current economic challenges related to workforce housing;
- existing conditions and challenges in the surrounding neighborhood;
- contractual obligations that must be met on the property;
- development limitations due to zoning or other land use regulations; and
- the City Council's commitment to climate change mitigation.

***Options Development Phase*:** Investigate traditional and innovative solutions to the challenges identified in the Discovery Phase.

- Identify viable use options for the property and configurations of those options

- Host two community engagement events - the first focused on possibilities for the site and the second focused on feedback regarding the initial draft master plan – and host two online surveys through the City's website in conjunction with these events
- Develop a draft master plan

Final Recommendation Phase: Finalize the draft master plan and present to Council for approval

- Share draft master plan with community and integrate feedback into final draft
- Present final master plan recommendation to City Council for consideration and possible approval

Scope of Authority

The 2200 Ashland Street Master Plan Ad Hoc Committee will develop a proposed Master Plan for the facility and site and deliver it to the Ashland City Council. It will follow all standard public meeting and ethics regulations.

Membership

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

- Surrounding Neighborhood
    - *Representatives from the surrounding neighborhood will bring the perspective of the site's neighbors related to both residential and commercial interests. Neighborhood representatives will have voting privileges.*

- Unhoused Community
    - *Representatives who have experienced homelessness will provide first-hand knowledge of the lived experience of Ashland's unhoused residents and the effectiveness of a variety of possible options for the site. Unhoused community representatives will have voting privileges.*

- Service Providers
    - *Representatives of local social service provider organizations will bring programmatic expertise to the planning process as well as a clear understanding of regional initiatives and how this property might address*

specific needs. Service provider representatives will have voting privileges.

- City of Ashland
    - *Representatives from the City will include subject matter experts on homeless services, affordable housing, and building and fire code regulations, as well as up to two councilors. A councilor will facilitate the Ad Hoc Committee. City members will be non-voting.*

Timeline

This ad hoc committee has six months from the date of its first meeting to develop its master plan recommendation to Council, but earlier completion of the task is encouraged. It is expected that the committee members will be confirmed by Council by the April 16, 2024 business meeting.



To: Ashland City Council
From: Streets For Everyone
Date: February 29, 2024
Re: March 6, 2024 meeting - Vision Zero Resolution

Mayor Graham and City Council,

Streets for Everyone (SFE) whole-heartedly supports the Council's adoption of the Vision Zero Resolution. It represents a common sense approach to the management, design, and operation of the transportation system.

The existing Transportation System Plan (TSP) includes Goal 2: **"Make safety a priority for all modes of travel."** The adoption of the Vision Zero Resolution establishes a measurable standard that can be used to assess the city's progress toward this goal.

Pedestrians accounted for half of all fatal collisions in the city between 2012 and 2023. That is the case despite the fact that collisions between two motor vehicles or between a motor vehicle and a fixed object are by far more common. Modification of the transportation system to prevent death and serious injury of vulnerable road users, which the Council's adoption of the Vision Zero Resolution sets in motion, will require fundamental changes in the way the city manages, operates, and designs the city's streets and off-road multi-use paths.

It should also be recognized that the city doesn't own or control all of the streets in Ashland. In fact, the most recent death occurred when a driver of a 2015 Cadillac SRX struck a pedestrian in Ashland Street on December 30, 2022. This section of Ashland Street is under the Oregon Department of Transportation's (ODOT) jurisdiction. ODOT's streets in Ashland have the highest posted speeds and highest traffic volumes of all streets in the city. Gaining ODOT's cooperation to improve vulnerable road user safety through speed control and facility redesign is crucial in order to make the streets safe for everyone - regardless of the mode they choose.

In closing, please note that achieving Vision Zero will only become more challenging in the future. That is because the heavier and larger EVs and large SUVs (whose popularity only continue to grow) are more deadly to vulnerable road users. "Most struck pedestrians and bicyclists are hit by the front of a passenger vehicle. An adult pedestrian is likely to be struck in the legs and may be thrown onto the hood of the car (*Crandall et al., 2002*). In contrast, when a pedestrian is struck by a taller vehicle such as a SUV or pickup truck, particularly one with a more vertical front end, the impact is higher on the body. In this case, the person is likely to be knocked down and run over."
(https://www.iihs.org/topics/pedestrians-and-bicyclists)

Sincerely,

Gary Shaff

Co-chair Streets for Everyone



Who We Are: *Streets For Everyone (SFE) is composed of Ashland community members, and is a volunteer Action Team of the Ashland Climate Collaborative (ACC). We share a vision that people of all ages, abilities, and means be able to bike, walk, and roll throughout Ashland for their everyday travel needs, because it is safe, convenient, and efficient.*

The Ashland Climate Collaborative is a 501c3 organization. ACC serves as a hub for community collaboration to reduce our climate impact and build a more equitable and resilient Ashland. ACC and its Action Teams are supported by local charitable contributions.

Date: March 5, 2023
To: Ashland City Councilors
From: Rev. Caren Caldwell, Ashland resident, caren97520@yahoo.com
Re: Uses for Severe Weather Emergency Shelter

Dear Councilors,

I am Caren Caldwell, a long-time Ashland resident. I advocate on a regular basis with other community members in Jackson County for improved crisis services for people facing behavioral health challenges. And I have personal experience over the years of hosting in my home people who were houseless.

I want to see the building at 2200 Ashland Street maintained as the Severe Weather Shelter. Ashland clearly needs such a facility for shelter people during extreme cold, heat and smoke.

I would like to see the shelter expanded into the main part of the building when it can no longer be used as a 24/7 shelter, at least until the City can remodel the building. On recent cold nights, the garage-type room used for the weather shelter has been filled to capacity. So the rest of the space could be well-used to increase that capacity above 28 people.

Further, the building could be offered to the free meal programs so that people without shelter could eat in a warm, dry space. I have family members who work at Uncle Food's Diner, so I know what the servers and the eaters go through just to have a life-sustaining meal.

And for the so-called Night Lawn right outside this room, I urge the City to provide safety measures and supervision so that people may sleep and volunteer there without harm.

Thank you.

I will send these comments to the workgroup that will plan the building's future uses.

Consent

SPEAKER REQUEST FORM

Submit this form to the City Recorder prior to the discussion item.

1) You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the City Recorder

5) Speakers are solely responsible for the content of their statement

Date: 3/5/24

Name: (Please Print)
Debra Neiswander

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Lease Agreement Co-op Shop

Public Forum Topic (Non-agenda Item):

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

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

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Date: 3/5/24

Name: (Please Print)
Amanda Morehouse

Ashland Resident:
☐ YES ☒ NO City: C. Point

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
genocide complicity

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

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Date: 3/5/24

Name: (Please Print) Sitka Moss

Ashland Resident:

☐ YES ☒ NO City: Shady Cove

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): genocide complicity

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Date: March 5, 2024

Name: (Please Print) PAUL MOZINA

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): WCF Ch 16 Amendments

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

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Date: MARCH 5TH 2024.

Name: (Please Print)
TANYA SIMMONS

Ashland Resident:
☑ YES ☐ NO City: Ashland, OR

Agenda Topic/Item Number:
HEALTH + SAFETY

Public Forum Topic (Non-agenda Item):

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Date: 3/5/24

Name: (Please Print) Tess Gibbs

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Ceasefire now!

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

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SPEAKER REQUEST FORM

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Date:

3-5-24

Name: (Please Print)

Tony Foster

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Ceasefire is a local issue.

Public Forum Topic (Non-agenda Item):

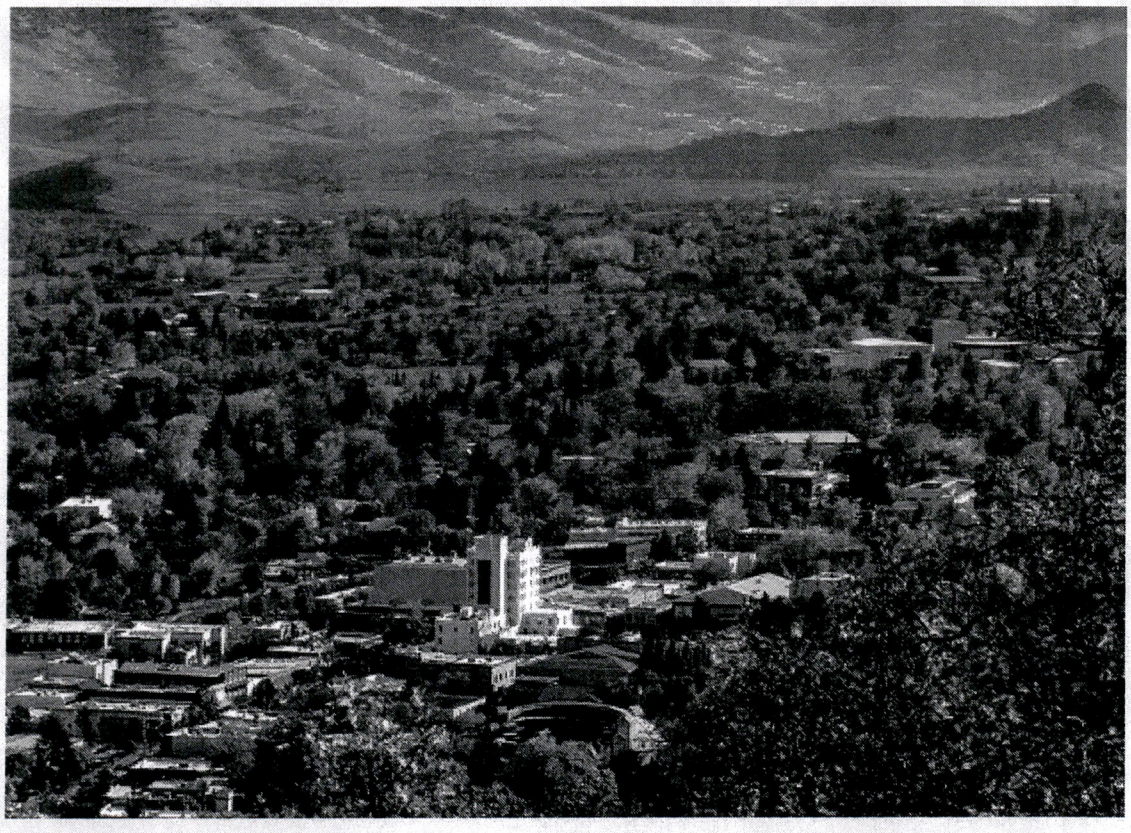
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Public Record
3/2/24

March 2, 2024

TIME-SENSITIVE: An Important Update from the South Ashland Neighborhood and Business Coalition



Hello friends and neighbors,

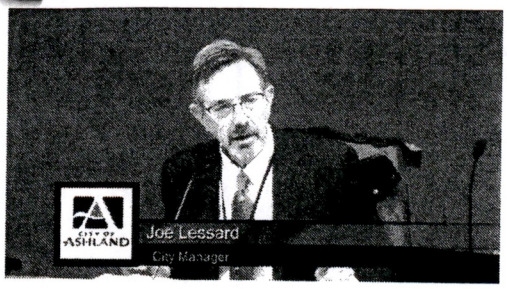
Our coalition has a very important update to share regarding the future of the shelter at 2200 Ashland Street.

As you know, when the building at 2200 was purchased by the City the plan was to temporarily use it as a 24/7 emergency shelter until January 10, 2024 and as an inclement weather emergency shelter on an ongoing basis for the next 10 years. In January the City Council voted to extend the 24/7 emergency shelter through March 31, 2024. The plan communicated to us by the Mayor, Council, and City Manager was that after March 31, 2024 the 24/7 shelter operations would cease and the building would transition to an emergency inclement weather shelter and conversion to an emergency coordination site.

The City Council is now considering a massive investment in converting the building into a permanent 24/7 shelter for the next 10 years.

Turning the building into a permanent shelter is on the agenda for **THIS MONDAY (March 4)** for the City Council Business Meeting and scheduled for further review and decision making **THIS TUESDAY (March 5)** at the City Council Meeting.
It is likely that a decision will be made THIS WEEK whether to commit the city to a **PERMANENT SHELTER FOR THE NEXT TEN YEARS AT 2200 ASHLAND STREET.**

"We are not trying to close the door on any option," he told the council. "We are trying to leave all the doors open right now."



City Manager Joe Lessard speaks during the Jan. 17 council meeting. Screenshot from RVTV video

More than a year in the making

The Ashland Housing and Human Services Commission has been examining options for a severe weather shelter since being directed by the council Aug. 7, 2021, to explore local needs and seek input from stakeholders and collaborators. The commission returned with recommended policy changes June 6, 2022, including a definition of the severe weather events that will activate the shelter, the roles and responsibilities of a shelter coordinator, a plan to work with third parties, and the city's role in providing support and resources.

The City Council adopted these policy revisions Dec. 6, 2022, which included a threshold of 32 degrees or below for the cold weather shelter, 95 degrees or above for extreme heat, and an air quality index of 150 or above for smoky conditions. The council also set aside $100,000 in the general fund to contract for site operations with a local nonprofit, with the city in talks with Options for Helping Residents of Ashland (OHRA), who said they would take the matter to their board for consideration.

OHRA currently operates a local resource center, a transitional housing shelter, and portable shower trailers. They acquired a defunct Super 8 Motel in 2021 to offer transitional housing and walk-in services, and have collected $1.1 million toward a $2.5 million fundraising goal to fully renovate and staff the facility.

Current facilities faltering

With new policies in place, the city began taking steps toward identifying a location for a new shelter, as current facilities struggle to meet the needs of both volunteers and shelter guests. They intend to use a $1 million state grant accepted last June out of funds set aside by legislators to combat housing insecurity and homelessness.



Ashland Housing Program Manager Linda Reid speaks during the Jan. 17 council meeting. Screenshot from RVTV video

Housing Program Manager Linda Reid said Pioneer Hall, where the city has historically operated such shelters, is aging and in need of repair, and is not suitable for necessary upgrades. She said The Grove, which the city uses as a backup shelter, hosts regular programs and houses the Ashland Parks and Recreation Department offices, so using the building for emergencies can be difficult to coordinate.

Reid said local churches have been able to assist with space in the past, such as Calvary Baptist Church, First Presbyterian Church of Ashland and Ashland First United Methodist Church. While these resources remain available, Reid said outreach from the commission showed stakeholders need more support from the city.

"The churches have always been very gracious," said Reid, "and I'm sure they would actually continue to be very gracious, but essentially the outcome of the stakeholder feedback was the city needs to do more. The churches are overburdened at this time, and it's just harder for them to provide the level of volunteerism — including the buildings — for these purposes."

Lessard said staff have looked at properties the city currently owns, properties that are for sale, and properties that would be suitable for a shelter but are not on the market. He said one goal is to identify a property that would "mature over time" and be suitable for services beyond severe weather sheltering, such as the storage and distribution of emergency supplies and shelter for residents during a disaster.

"What we're really talking about is a health and public safety issue in terms of having shelter in any emergency," he said.

Seeking a long-term solution

Ashland News January 22, 2023

c. ***The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

d. **Are you planning to add beds to an existing facility? _____ Yes _X_ No If you answered yes, will construction, conversion, or rehabilitation be required? __ Yes ___ No**
If you answered yes, please provide a project timeline.

e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**

__X___ Yes _____ No
If you answered yes, how will they be funded?

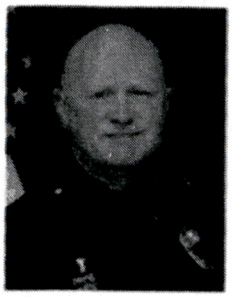
The City of Ashland has General Funds set aside in the City's budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing. __X__ Yes _____ No**
If you answered Yes, please provide names and amounts for the other funding sources. EO-23 funds cannot be used to supplant existing funds for similar projects.

Expense	Project Costs	Funding Source	Narrative
Building Acquisition	$1,600,000	$1,400,000-EO Grant $ 200,000-DAS Grant*	Est. Site Acquisition Cost
Renovation Costs	$ 200,000	$ 200,000-DAS Grant	To include Sprinklers system, bathroom and kitchen upgrades,

OPERATIONS BUREAU

Public Record
3/5/24



COMMUNITY ENGAGEMENT DIVISION

The Community Engagement Division of the Medford Police Department saw immense successes and faced many challenges in 2022. This division hosts the Traffic Team, School Resource Officers, the Report Writing Unit, Code Enforcement Team and Livability Team. It is responsible for most non-traditional police functions within the department and oversees our Cultural Liaison, Community Service Officers, and Volunteer program. The Livability Team continues to enforce illegal camping in the city while still placing nearly one thousand people into transitional shelters and constantly connecting the homeless population to services. The Traffic Team saw another increase in STAR (Serious Traffic Accident Reconstruction) team callouts and an increase in violations through our photo radar programs. Our Code Enforcement and Report Writing units were as busy as ever and our School Resource Officers conducted countless trainings and interactions with students and staff, often stopping large issues before they begin. As we look forward to the challenges of the next year, we are poised to again be very busy while looking towards innovative solutions to the issues facing our community.

Geoff Kirkpatrick, Community Engagement Division Lieutenant

LIVABILITY TEAM

660	People directly referred to the Urban Campground
535	People moved into the Urban Campground
499	People placed in shelter or housing
108	Outreach operations conducted
887	Camps removed
1,014	Cubic yards of trash removed from illegal camps
209	Fire pit/hazards
221	Camps with drug paraphernalia
257	Camps with bio/environmental hazards
300	Arrests made
361	Citations issued
227	Exclusions issued
4	Subjects helped with family reunification
105	Subjects helped with an ID voucher

TRAFFIC TEAM



2,731	Traffic citations
1,435	Traffic crashes
37	STAR Team Callouts
2,165	Speeding citations from radar vans
4,629	Red light/speed citations from fixed intersection cameras

SCHOOL RESOURCES OFFICERS

4	Full Time Officers in Medford Schools
15+	School violence threat investigations
40+	Lockdown/lockout drills
90+	Classes taught to students and staff

REPORT WRITING UNIT

252	Average monthly police reports
863	Calls for service
3,863	Estimated hours the unit saved patrol

CHRONIC HOMELESS OUTREACH PARTNERSHIP (CHOP):



29	Participating agencies
12	Meetings conducted
2,171	Homeless Citizens contacted with resource providers

CODE ENFORCEMENT

3,283	Cases
30	Properties posted for abatement
12	Properties abated by the City of Medford
$12,885	Total nuisance abatement expense incurred by the City of Medford
496	Weed (tall grass) complaints investigated during fire season
28	Weed (tall grass) abatements
$12,515	Total weed abatement expense incurred by the City of Medford
1,090	Abandoned vehicle/RV cases
191	Vehicles/RV's towed as abandoned and/or derelict

LIVABILITY TEAM

The Livability Team is comprised of dedicated officers who focus on addressing livability issues throughout the City of Medford. Since its inception, the team has helped individuals work through housing applications, locate rent/security deposit assistance, helped get proper identification for employment opportunities, and worked to build relationships with our community stakeholders, such as our non-profits and faith-based organizations.

CONNECTIONS DURING OUTREACH

The Livability Team coordinates with community partners to help connect individuals with services.

Community partners involved in these efforts include: Addictions Recovery Center, Options, Rogue Retreat, Access, Columbia Care, 71Five Ministries, Ontrack, and Family Nurturing Center.

142

The number of people contacted this month during outreach.

NLP-CHOP MEETING

The NLP-CHOP meeting was held on November 8th with 40 people in attendance in which they discussed five CHOP clients.

FIRE RELATED INCIDENTS

November stats - estimated

Fire related calls for service occurring along or adjacent to the Greenway, the freeway, and associated sections of the city. Information provided in this section is provided by Chase Browning with Medford Fire.

9

Fire calls are identified as either vegetation fires, trash fires, grass fires, brush fires, unauthorized burning or illegal burns, smoke investigations, which are all terms used to refer to fires resulting from human activities such as cooking, camping, incendiary acts, accidents, and undetermined fire causes.

CALLS FOR SERVICE

CAMPGROUND

	Total
911 CALL	1
ANIMAL PROB	1
ASST-AGEN	1
ASST-PUB	1
DOC	1
FOLLOW UP	2
MEDICAL	9
SUBJ STOP	1
SUICIDE	3
THEFT	1
TRESPASS	1
WARRANT	1
Total	23

KELLY SHELTER

	Total
911 CALL	1
CIVIL	1
DOC	3
DRUG	1
FAMILY OFF	1
FOLLOW UP	2
INDEC EXPOS	1
INFO	1
MEDICAL	11
ORD VIOL	1
OVERDOSE	1
PROPERTY	1
xUNKNOWN	1
Total	26



Medford Nov 2022

LIVABILITY TEAM

CAMPGROUND REFERRALS

November Stats

The number of people the team has referred to the Rogue Retreat Crossings Campground, the number of people who have moved into the campground and their transition from the campground.



12

LVT REFERRALS

8

MOVED IN

0	2	1	4
KELLY SHELTER	OTHER HOUSING Mission, Hope Village, VA housing, reunification, etc.	SELF EXIT Individual left by choice	MISCONDUCT

LVT ENFORCEMENT

November Stats

72	Exclusions
62	Trespass
62	Prohibited camping
60	Drug violation
37	Warrants
10	Theft
4	Drug crimes
4	Resisting Arrest
3	False Info
2	Unauthorized Use of Motor Vehicle
1	Drinking in public
1	Disorderly Conduct
1	DWS-violation
1	Expired Tags
1	Failure to signal
1	Felon in possession weapon
1	Unlawful purchase of firearm





The Livability Team recovered a stolen vehicle out of Medford and stolen dump trailer out of Ashland for which the victim of the trailer was very grateful to have it back.

Medford Nov 2022

March 5, 2024

My name is Vicki Simpson. I am concerned about my safety on the sidewalks of Ashland and in my home.

The reason I am concerned for my safety is that when I read the revisions proposed by the City for its ordinances permitting wireless antenna installations, I do not see any provisions for adequate set-backs from from people in their homes and yards or setbacks for children and staff in their schools.

Quite the opposite. The ordinance seems written as an open invitation for wireless companies to place 5G antennas on any and all sidewalks, alleyways, easements, power poles and lampposts.

This is a terrifying circumstance for the estimated 3-10% of any population that already suffers from wireless radiation exposure. In Ashland, this means that, right now, from 600-2000 people cannot spend time eating in our restaurants, going to movies or plays, taking walks on the plaza or going to the YMCA without getting ill. These people are teens, moms, dads, students, children, and elders including myself.

But make no mistake. Wireless radiation affects us **all**, because each of our bodily systems are run by a just few millionths of one volt of electricity whereas single cellphone call has peaks of 5 to 6 million times the intensity of our internal systems. What could go wrong?!

Maybe we each do suspect that this growing concentration of manmade radiation might be risky, but , if we don't feel any serious signs of physical distress after years of using a cellphone, we don't allow ourselves to imagine that we could be slow-walking possible cancer, cognitive decline, cardiac trouble or immune deficiency.

Companies in the big-telecom industry are not going to tell us what they know. They are profit-makers, not safety advocates. They aggressively sell their product to protect their bottom line and their investors' wealth and our regulatory agencies support telecom.

WE are on own, and it is ironic that, at a time when we have thousands of independent scientific studies at our fingertips, the population generally has no time to really read and understand any of them.

I have brought copies of a 2008 paper for each of you that details the concerns of scientists who do brain health research. They ask and answer questions you might have about low levels of wireless radiation's affects on the brain, detailing the significance of radiation breaching the blood-brain barrier and breaking strands of DNA.

Please be influenced to do all you can to put meaningful checks on the spread of wireless antennas by encoding adequate set-backs - at least 1000 feet - from homes and schools to protect those of us who know we are vulnerable and all the others who do not know.

Thank you for your attention.

Vicki Simpson
Ashland, Oregon

MORE PROBABLE THAN UNLIKELY, THAT NON-THERMAL ELECTROMAGNETIC FIELDS FROM MOBILE PHONES AND BASE STATIONS DO HAVE EFFECTS UPON THE HUMAN BRAIN.

Leif G. Salford, Professor of Neurosurgery, Director the Rausing Laboratory, Lund University, Lund, Sweden

In collaboration with Henrietta Nittby, Gustav Grafström, Jacob L. Eberhardt, Lars Malmgren, Arne Brun and Bertil R.R. Persson Depts of Neurosurgery, the Rausing Laboratory, Medical Radiation Physics, Neuropathology, Applied electronics, Lund University, Lund Sweden

The world's largest biological experiment ever? This was one of my messages in a lecture to the European Parliament in 2000 when the number of mobile phone users approached one fourth of the World's population (Salford et al 2001). Today one third relies for the daily communication on mobile phones and base stations which send their energy into our bodies. Is this only of good? Or might it impose effects upon biology. Effects that we must anticipate and evaluate as far as possible, and if needed, reduce or avoid!

Life on earth was formed during billions of years, exposed to, and shaped by the original physical forces such as gravitation, cosmic irradiation, atmospheric electric fields and the terrestrial magnetism. The existing organisms are created to function in harmony with these forces. However, in the late 19th century mankind introduced the use of electricity, and high frequency RF was introduced in the 1950-ies as FM and television and during the very last decades, microwaves of the modern communication society spread around the world. Until then microwaves had principally never been experienced on Earth.

Since 1988 our group has studied the effects upon the mammalian blood-brain barrier (BBB) in rats by non-thermal radio frequency electromagnetic fields (RF-EMF). These have been shown to cause significantly increased leakage of the rats' own blood albumin through the BBB of exposed rats, at energy levels of 1W/kg and below, as compared to non-exposed animals—in a total series of about two thousand animals (Salford et al. 2007).

It should be noted that all our work and other work, here referred to, exclusively deals with *non-thermal* effects for EMF.

One remarkable observation is the fact that the lowest energy levels, with whole-body average power densities below 10mW/kg, give rise to the most pronounced albumin leakage. If mobile communication, even at extremely low energy levels, causes the users' own albumin to leak out through the BBB, also other unwanted and toxic molecules in the blood, may leak into the brain tissue and concentrate in and damage the neurons and glial cells of the brain. **The SAR value of around 1 mW/kg exists at a distance of more than one meter away from the mobile phone antenna and at a distance of about 150 - 200 meters from a base station.** This was described as the "passive mobile phoning" of the bystanders (Salford et al. 2001)

Another remarkable observation in our studies is the fact that a significant ($p<0.002$)

neuronal damage is seen in rat brains 50 days after a 2 hour exposure to GSM at SAR values 200, 20 and 2 mW/kg (Salford et al. 2003). We have followed up this observation in a study where 96 animals were sacrificed 14 and 28 days respectively after an exposure for 2 hours to GSM mobile phone electromagnetic fields at SAR values 0 (controls), 200, 20, 2 and now also 0.2 mW/kg. Significant neuronal damage is seen after 28 days and albumin leakage after 14. Our findings may support the hypothesis that albumin leakage into the brain is the cause for the neuronal damage observed after 28 and 50 days. (Submitted manuscript)

In the majority of our studies, EMF exposure of the animals has been performed in transverse electromagnetic transmission line chambers (TEM-cells) (Salford et al. 2007). These TEM-cells are known to generate uniform electromagnetic fields for standard measurements. The experimental model allows the animals, which are un-anaesthetized during the whole exposure, to move and turn around in the exposure chamber, thus minimising the effects of stress induced immobilization.

In our continued research, also the non-thermal effects on tissue structure and memory function of long-term exposure have been studied. Fischer 344 rats were exposed for 2 hours to GSM 900, and sham exposed in our TEM-cells once a week for 13 months. After this they were studied for cognitive functions and compared to cage controls. Significant effects of exposure upon episodic memory function were demonstrated. The GSM-exposed rats had significantly impaired memory for objects and their temporal order of presentation ($p=0.02$). (Nittby et al. 2008a).

We have also performed micro-array analysis of brains from rats exposed alive to short term GSM both at 1,800 MHz and at 900MHz and have found significant effects upon gene expression of membrane associated genes as compared to control animals (Belyaev et al. 2006, Nittby et al. 2008b).

Most of our findings thus support that living organisms are affected by the non-thermal radio frequency fields. The fact that gene expression is significantly influenced may also support the recent epidemiological studies that indicate that long term exposure (10 years mobile phone use) increases the risk for developing tumours in the exposed brain hemisphere, both the benign vestibular schwannoma arising from the balance nerve and the highly malignant glioblastoma multiforme (Lönn et al., 2004; for a review see Kundi et al. 2004, Hardell et al. 2006a). Regarding the development of vestibular schwannoma, the relative risk seen ten years after the start of mobile phone use, was 1.9 (with confidence interval 0.9-4.1) (Lönn et al. 2004). When only tumours occurring at the same side of the head as the mobile phone had been normally used, the relative risk increased to 3.9 (with confidence interval 1.6-9.5). In a pooled analysis of case-controlled studies on malignant brain tumours, cumulative life use of > 2, 000 hours of mobile phoning revealed an odds ratio of 3.7 (confidence interval of 1.7-7.7) (Hardell et al. 2006b).

The mechanisms by which the EMFs may alter BBB permeability are not well understood. At low field strengths, the effects on body temperature are negligible and thus heating effects are not involved. A change in the physicochemical characteristics of membranes has been suggested as a cause (Shivers at al. 1987).

We have performed experiments to verify a quantum mechanical model for interaction with protein-bound ions. Our results show that controlled frequency and amplitude of ELF EM fields upon spinach plasma vesicles can steer transport over the membrane (Bauréus-Koch et al. 2003). This may be a first proof of a resonance phenomenon where appropriate levels of frequency and amplitude in the right

combination have the potency to communicate with the biology of membranes and transport systems.

Concluding remarks:

The mammalian BBB is anatomically the same in the human as the rat's brain. Enzymatic functions in the BBB may be different between the species, even if very little is known about this.

With a long series of significant effects of RF-EMF demonstrated in the animal models, it is my sincere belief, that it is more probable than unlikely, that non-thermal electromagnetic fields from mobile phones and base stations do have effects upon the human brain and finally I will try to answer the specific questions raised by the First Hellenic conference on the effects of non ionizing radiation May 2008:

Q: Can we extrapolate from animal or cell culture studies into effects on humans?
A: As stated above: More probable than unlikely.

Q. How harmful are the base stations when located near houses and schools.
A. If our results, which show effects at even less than 1mW/kg SAR value, are valid also for the human brain, even distances 100 m or more from the base station (in the beam from the tower) are not safe.

Q: Are the so called "safety levels" as suggested by ICNIRP and WHO really safe or does every country have to follow Salzburg's values of 0,2 volts/meter?
A: If our results, which show effects at even less than 1mW/kg SAR value, are valid also for the human brain, these "safety levels" are still not safe.

Q: Are there strong scientific evidence supporting the notion that long term exposure of people in eclectic field values below ICNIRP standards is dangerous for public health?
A: Very little scientific evidence is collected so far. But as we notified in Environmental Health Perspectives 2003: "If mobile communication, even at extremely low SAR values, causes the users´ own albumin to leak out through the BBB, which is meant to protect the brain, also other unwanted and toxic molecules in the blood, may leak into the brain tissue and concentrate in and damage the neurones and glial cells of the brain. It can not be excluded that this, (especially after many years intense use) may promote the development of autoimmune and neuro-degenerative diseases, and we conclude that the suppliers of mobile communication – and our politicians – have an extensive responsibility to support the exploration of these possible risks for the users and the society". (Salford et al. 2003).

Q. Are children in schools more susceptible to the effects of nearby masts even if they do not spend the whole day in school?
A: It is generally held that the young, developing brain is more vulnerable than the adult brain. Concerning the masts placed on the school houses, it should be kept in mind, that it is the directed beam from the mast that carries the microwaves and that in many instances, the beam is directed above the school houses and yard to reach mobile phone users at distance from the mast itself.

Q: What is the case with other sources of radiation including the wireless phones, the wifi computer communication, the metropolitan internet access wireless network, the power lines, the domestic appliances.
A: All these systems add to the microwave environment and produce SAR values that may be harmful if our and other scientist's results from in vitro and in vivo experiments in animals are translatable to humans.

Q: Are cell phones harmful and which precaution measures should we suggest that users should take and especially children?
A: Cell phones have been proven harmful to experimental animals. According to our opinion, it is reasonable to believe that the results can be translated to the human situation – even if this is not proven!
Therefore we believe that the use of mobile phones and other microwave producing devices should be minimized as much as possible. The good old telephones working through electrical cords should if possible be spared! The use of hands-free devices reduces the SAR values reaching the brain – but it should be remembered that the values of 1mW/kg which reach the most central portion of the human brain when the mobile phone antenna is held 1.5 cm from the head, by the use of a hands-free kept 1 meter away, still reaches into the brain, but now more superficial areas!

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Draft Ceasefire Resolutions:

WHEREAS, Chapter I of the United Nations Charter states that the purpose of the United Nations is "to maintain international peace and security, and to that end: to take effective collective measures for the prevention and removal of threats to the peace, and for the suppression of acts of aggression or other breaches of the peace, and to bring about by peaceful means, and in conformity with the principles of justice and international law, adjustment or settlement of international disputes or situations which might lead to a breach of the peace;" and

WHEREAS, Chapter I of the United Nations Charter further states that the purpose of the United Nations is "to develop friendly relations among nations based on respect for the principle of equal rights and self-determination of peoples, and to take other appropriate measures to strengthen universal peace;" and

WHEREAS, the United Nations General Assembly shall act if the Security Council, "because of lack of unanimity of the permanent members, fails to exercise its primary responsibility for the maintenance of international peace and security in any case where there appears to be a threat to the peace, breach of the peace, or act of aggression;" and

WHEREAS, the UN General Assembly convened an emergency meeting in which 153 out of 186 member nations voted in favor of adopting a resolution demanding "immediate humanitarian ceasefire" in Gaza, the "immediate and unconditional release of all hostages," and "ensuring humanitarian access"; and

WHEREAS, on January 26, 2024 the International Court of Justice interim ruling found that the state of Israel is plausibly committing acts of genocide in Gaza and ordered Israel to take immediate and effective measures to stop and prevent those acts; and

WHEREAS, on January 31, 2024 the United States District Court Northern District of California affirmed the ICJ's ruling that Israel is plausibly committing acts of genocide in Gaza; and

WHEREAS, more than 27,400 Palestinians have been killed in Gaza in over 120 days since October 7, 2023, including over 12,000 children, and more than 66,800 Palestinians have been injured in the same period; and

WHEREAS, 90% of the population in Gaza is suffering from "acute food insecurity" and more than 80% of all people currently classified as starving worldwide are in Gaza;

WHEREAS, entire neighborhoods, infrastructure, hospitals, schools, and places of worship have been and continue to be destroyed contributing to the erasure of Palestinian communities and culture; and

WHEREAS, 75% of the population in Gaza, approximately 1.7 million people, have been displaced since the Israeli bombardments began early October 7, 2023; and

WHEREAS, "safe zones" that displaced Palestinians are sheltering in are now under attack by the Israeli military; and

WHEREAS, the lack of access to clean water and the destruction of sanitation and hygiene facilities in Gaza has caused severe dehydration and the rampant spread of preventable diseases;

WHEREAS, a poll released by Data for Progress on December 5, 2023 states that 61% of all likely voters in the United States, and 76% of Democratic voters support a permanent ceasefire in Gaza; and

WHEREAS, more than 70 cities across the United States, including Eugene, Seattle, San Francisco, Oakland, Richmond (CA), Long Beach, Chicago, Minneapolis, Ann Arbor, Madison, Dearborn, Detroit, Akron, St. Louis, Atlanta, Albany (NY), Cambridge (MA), and Providence have passed resolutions calling for ceasefire; and

WHEREAS, Oregon Senator Jeff Merkley and the Jackson County Democratic Party have issued statements calling for a permanent ceasefire; and

WHEREAS, a lasting ceasefire is critical to the release of all hostages and building a foundation for a lasting peace; and

WHEREAS, the impacts of violence are particularly felt by our Palestinian, Jewish, Muslim and Christian communities in Oregon and the United States; therefore

BE IT RESOLVED, that we, the members of the Medford City Council, support the United Nations implementation of "Uniting for Peace," which called an emergency session of the General Assembly which voted in favor of "immediate humanitarian ceasefire" in Gaza; and
BE IT RESOLVED, that we, the members of the Medford City Council, support the International Court of Justice's interim ruling finding that the state of Israel is plausibly committing acts of genocide and the ICJ orders that:
"The State of Israel shall, in accordance with its obligations under the Convention on the Prevention and Punishment of the Crime of Genocide, in relation to Palestinians in Gaza, take all measures within its power to prevent the commission of all acts within the scope of Article II of this Convention, in particular:
(a) killing members of the group;
(b) causing serious bodily or mental harm to members of the group;
(c) deliberately inflicting on the group conditions of life calculated to bring about its physical destruction in whole or in part; and
(d) imposing measures intended to prevent births within the group;"
BE IT RESOLVED, that we, the Medford City Council, do hereby call for a permanent ceasefire to end the ongoing violence in Gaza; call for an immediate resumption of the funding of UNRWA; call for humanitarian assistance including medicine, food, and water to be efficiently and expeditiously allowed entry into the Gaza Strip; the immediate and unconditional release of all hostages and arbitrarily detained persons; suspension of military aid and arms transfers to Israel, the recognition of the Palestinian right to self determination and recognition of a Palestinian state, and
BE IT RESOLVED, that we, the members of the Medford City Council, call for the creation of plans to protect civilian populations in the region, in particular to support the needs of women, children, persons with disabilities, and the elderly; and
BE IT FURTHER RESOLVED, that suitable copies of this resolution be sent to President Biden, Vice President Kamala Harris, Senator Ron Wyden, and Representative Cliff Bentz.

Version 2 (based on Eugene Resolution)

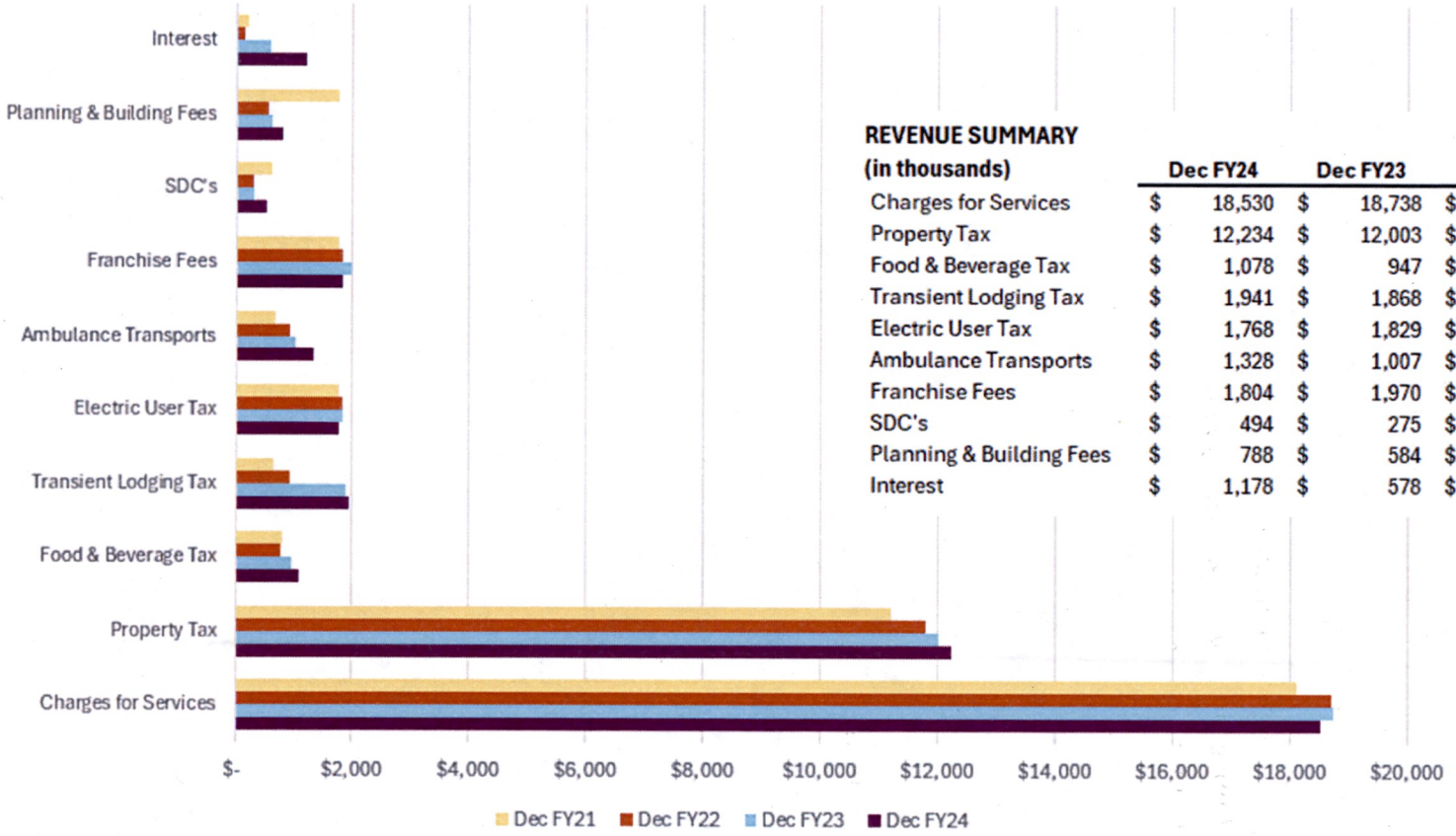
A RESOLUTION CALLING FOR PEACE AND IN OPPOSITION TO WAR.
The City Council of the City of MEDFORD finds that:
A. All human life is precious, and the targeting of civilians - no matter their faith or ethnicity - is a violation of International Human Rights.
B. MEDFORD supports initiatives that affirm the promotion of rights included in the International Declaration of Human Rights and supports the the International Court of Justice's interim ruling finding that the state of Israel is plausibly committing acts of genocide in Gaza and the immediate measures ordered to stop and prevent those acts.
C. Medford supports legislation that condemns all forms of hate, xenophobia, racism, white supremacy, Anti-Semitism, Islamophobia, homophobia, transphobia, ableism, sexism, and other forms of bigotry. This includes timely condemnation of actions against certain groups in relation to specific events.
D. MEDFORD supports legislation that protects refugees, regardless of citizenship status.
E. We have a moment to stand for peace, with clarity about the depth of pain and the challenge of compromise that is required.
F. The United States holds immense diplomatic power to save Israeli and Palestinian lives.

G. Our friends and neighbors who are Jewish and Muslim - Israeli and Palestinian - face a surge in anti-Semitism, anti-Arab and anti-Muslim hate speech and crimes. Peace begins with us, not with accusations or diminishment of the suffering on either side, but as a community that shares their grief and extends our hands and hearts in compassion.

NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, a Municipal Corporation of the State of Oregon, as follows:
Section 1. The City Council urges the Biden-Harris administration to immediately call for and facilitate de-escalation and continued ceasefire peace talks to end the current violence and to promptly send adequate humanitarian assistance to all innocent persons in the region affected by this war.
Section 2. The City Council asks all members of Oregon's Federal Delegation to use the platform provided by their office to advocate for peaceful, diplomatic measures that will result in an immediate and long-term reduction of violence and bloodshed.
Section 3. This Resolution is effective immediately upon its passage by the City Council.

Finance

REVENUE SUMMARY (in thousands)



REVENUE SUMMARY (in thousands)	Dec FY24	Dec FY23	Dec FY22	Dec FY21
Charges for Services	$ 18,530	$ 18,738	$ 18,711	$ 18,128
Property Tax	$ 12,234	$ 12,003	$ 11,787	$ 11,188
Food & Beverage Tax	$ 1,078	$ 947	$ 742	$ 773
Transient Lodging Tax	$ 1,941	$ 1,868	$ 899	$ 620
Electric User Tax	$ 1,768	$ 1,829	$ 1,830	$ 1,743
Ambulance Transports	$ 1,328	$ 1,007	$ 900	$ 649
Franchise Fees	$ 1,804	$ 1,970	$ 1,829	$ 1,762
SDC's	$ 494	$ 275	$ 274	$ 589
Planning & Building Fees	$ 788	$ 584	$ 544	$ 1,751
Interest	$ 1,178	$ 578	$ 133	$ 196

Better Together

CITY OF ASHLAND
Better Together

March 5, 2024

Oregon Cultural Trust
775 Summer Street NE Suite 200
Salem, OR 97301

To the Oregon Cultural Trust Cultural Development Grant Proposal Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

Their dedication to building collaborative relationships with a wide variety of local businesses, community organizations, schools, community leaders, and culture-bearing local, national, & international artists has positively impacted the sense of vitality and identity of Talent. RWM has a history of collaboration on impactful cultural events in Ashland, bringing people together in uplifting community building experiences with a number of Ashland-based organizations.

RWM is a cultural arts producer and presenter who firmly centers the power of using music, dance, storytelling & visual art framed by representation, context, participation, & education as a means to build connections between communities. We believe that their offerings to residents of the Rogue Valley via the Rogue World Music Festival is a dynamic and valuable component of our city's efforts to support the revitalization of Ashland's tourism sector and to support community-building & engaging opportunities.

Because of these efforts, the City of Ashland actively supports the program for which grant funding is requested and values the work that Rogue World Music will enact in our downtown on behalf of Ashland's residents and businesses. RWM is an invaluable resource and asset as we work to meet local community-articulated needs. We are excited to see how this program and event continue to develop, especially with additional funding support from the Oregon Cultural Trust.

Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

CITY OF ASHLAND
Better Together

March 5, 2024

Oregon Arts Commission
775 Summer Street NE Suite 200
Salem, OR 97301

To the Oregon Arts Commission Arts Build Communities Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

Their dedication to building collaborative relationships with a wide variety of local businesses, community organizations, schools, community leaders, and culture-bearing local, national, & international artists has positively impacted the sense of vitality and identity of Talent. RWM has a history of collaboration on impactful cultural events in Ashland, bringing people together in uplifting community building experiences with a number of Ashland-based organizations.

RWM is a cultural arts producer and presenter who firmly centers the power of using music, dance, storytelling & visual art framed by representation, context, participation, & education as a means to build connections between communities. We believe that their offerings to residents of the Rogue Valley via the Rogue World Music Festival is a dynamic and valuable component of our city's efforts to support the revitalization of Ashland's tourism sector and to support community-building & engaging opportunities.

Because of these efforts, the City of Ashland actively supports the program for which grant funding is requested and values the work that Rogue World Music will enact in our downtown on behalf of Ashland's residents and businesses. RWM is an invaluable resource and asset as we work to meet local community-articulated needs. We are excited to see how this program and event continue to develop, especially with additional funding support from the Oregon Arts Commission.

Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

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March 5, 2024

Ford Family Foundation
44 Club Rd. #100
Eugene, OR 97301

To the Ford Family Foundation Good Neighbor Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

CITY OF ASHLAND
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March 5, 2024

Carpenter Foundation
824 E. Main St. #102
Medford, OR 97504

To the Carpenter Foundation Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

CITY OF ASHLAND
Better Together

March 5, 2024

Together Outdoors
1203 K St. NW Suite350
Washington, D.C. 20005

To the Together Outdoors Grant Review Committee:

The City of Ashland, Oregon advocates in support of the 501(c)(3) nonprofit arts organization Rogue World Music, and the Rogue World Music Festival program. We recognize the role that RWM plays in engaging & connecting Ashland community members through FREE community events each year. This is especially important as we work to revitalize our local economy in the wake of the COVID-19 pandemic and the ongoing challenges that the new "wildfire smoke" season presents to our local tourism economy.

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Sincerely,

Tonya Graham
Mayor of Ashland on behalf of the Ashland City Council

OFFICE OF THE MAYOR
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Better Together

Shelter

SPEAKER REQUEST FORM

Submit this form to the City Recorder prior to the discussion item.

1) You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the City Recorder

5) Speakers are solely responsible for the content of their statement

Date: 3/5/24

Name: (Please Print)
Debra Neiswander

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
2200 Shelter

Public Forum Topic (Non-agenda Item):

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

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

Shelter

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Date: Mar. 5, 2024

Name: (Please Print)
Caren Caldwell

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
XII. 2

Public Forum Topic (Non-agenda Item):
2200 Ashland St. Next Steps

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

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

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Date: 3/5/24

Name: (Please Print)
Debra Nkiewander

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
Ad Hoc Committee

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

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March 5, '24

My name is Vicki Simpson. I am concerned about my safety on the sidewalks of Ashland and in my home.

The reason I am concerned for my safety is that when I read the revisions proposed by the City for its ordinances permitting wireless antenna installations, I do not see any provisions for adequate set-backs from from people in their homes and yards or setbacks for children and staff in their schools.

Quite the opposite. The ordinance seems written as an open invitation for wireless companies to place 5G antennas on any and all sidewalks, alleyways, easements, power poles and lampposts.

This is a terrifying circumstance for the estimated 3-10% of any population that already suffers from wireless radiation exposure. In Ashland, this means that, right now, from 600-2000 people cannot spend time eating in our restaurants, going to movies or plays, taking walks on the plaza or going to the YMCA without getting ill. These people are teens, moms, dads, students, children, and elders including myself.

But make no mistake. Wireless radiation affects us **all**, because each of our bodily systems are run by a just few millionths of one volt of electricity whereas single cellphone call has peaks of 5 to 6 million times the intensity of our internal systems. What could go wrong?!

Maybe we each do suspect that this growing concentration of manmade radiation might be risky, but , if we don't feel any serious signs of physical distress after years of using a cellphone, we don't allow ourselves to imagine that we could be slow-walking possible cancer, cognitive decline, cardiac trouble or immune deficiency.

Companies in the big-telecom industry are not going to tell us what they know. They are profit-makers, not safety advocates. They aggressively sell their product to protect their bottom line and their investors' wealth and our regulatory agencies support telecom.

WE are on own, and it is ironic that, at a time when we have thousands of independent scientific studies at our fingertips, the population generally has no time to really read and understand any of them.

I have brought copies of a 2008 paper for each of you that details the concerns of scientists who do brain health research. They ask and answer questions you might have about low levels of wireless radiation's affects on the brain, detailing the significance of radiation breaching the blood-brain barrier and breaking strands of DNA.

Please be influenced to do all you can to put meaningful checks on the spread of wireless antennas by encoding adequate set-backs - at least 1000 feet - from homes and schools to protect those of us who know we are vulnerable and all the others who do not know.

Thank you for your attention.

Vicki Simpson

Vicki Simpson
Ashland, Oregon

MORE PROBABLE THAN UNLIKELY, THAT NON-THERMAL ELECTROMAGNETIC FIELDS FROM MOBILE PHONES AND BASE STATIONS DO HAVE EFFECTS UPON THE HUMAN BRAIN.

Leif G. Salford, Professor of Neurosurgery, Director the Rausing Laboratory, Lund University, Lund, Sweden

In collaboration with Henrietta Nittby, Gustav Grafström, Jacob L. Eberhardt, Lars Malmgren, Arne Brun and Bertil R.R. Persson Depts of Neurosurgery, the Rausing Laboratory, Medical Radiation Physics, Neuropathology, Applied electronics, Lund University, Lund Sweden

The world's largest biological experiment ever? This was one of my messages in a lecture to the European Parliament in 2000 when the number of mobile phone users approached one fourth of the World's population (Salford et al 2001). Today one third relies for the daily communication on mobile phones and base stations which send their energy into our bodies. Is this only of good? Or might it impose effects upon biology. Effects that we must anticipate and evaluate as far as possible, and if needed, reduce or avoid!

Life on earth was formed during billions of years, exposed to, and shaped by the original physical forces such as gravitation, cosmic irradiation, atmospheric electric fields and the terrestrial magnetism. The existing organisms are created to function in harmony with these forces. However, in the late 19th century mankind introduced the use of electricity, and high frequency RF was introduced in the 1950-ies as FM and television and during the very last decades, microwaves of the modern communication society spread around the world. Until then microwaves had principally never been experienced on Earth.

Since 1988 our group has studied the effects upon the mammalian blood-brain barrier (BBB) in rats by non-thermal radio frequency electromagnetic fields (RF-EMF). These have been shown to cause significantly increased leakage of the rats' own blood albumin through the BBB of exposed rats, at energy levels of 1W/kg and below, as compared to non-exposed animals—in a total series of about two thousand animals (Salford et al. 2007).

It should be noted that all our work and other work, here referred to, exclusively deals with *non-thermal* effects for EMF.

One remarkable observation is the fact that the lowest energy levels, with whole-body average power densities below 10mW/kg, give rise to the most pronounced albumin leakage. If mobile communication, even at extremely low energy levels, causes the users' own albumin to leak out through the BBB, also other unwanted and toxic molecules in the blood, may leak into the brain tissue and concentrate in and damage the neurons and glial cells of the brain. **The SAR value of around 1 mW/kg exists at a distance of more than one meter away from the mobile phone antenna and at a distance of about 150 - 200 meters from a base station.** This was described as the "passive mobile phoning" of the bystanders (Salford et al. 2001)

Another remarkable observation in our studies is the fact that a significant ($p<0.002$)

neuronal damage is seen in rat brains 50 days after a 2 hour exposure to GSM at SAR values 200, 20 and 2 mW/kg (Salford et al. 2003). We have followed up this observation in a study where 96 animals were sacrificed 14 and 28 days respectively after an exposure for 2 hours to GSM mobile phone electromagnetic fields at SAR values 0 (controls), 200, 20, 2 and now also 0.2 mW/kg. Significant neuronal damage is seen after 28 days and albumin leakage after 14. Our findings may support the hypothesis that albumin leakage into the brain is the cause for the neuronal damage observed after 28 and 50 days. (Submitted manuscript)

In the majority of our studies, EMF exposure of the animals has been performed in transverse electromagnetic transmission line chambers (TEM-cells) (Salford et al. 2007). These TEM-cells are known to generate uniform electromagnetic fields for standard measurements. The experimental model allows the animals, which are un-anaesthetized during the whole exposure, to move and turn around in the exposure chamber, thus minimising the effects of stress induced immobilization.

In our continued research, also the non-thermal effects on tissue structure and memory function of long-term exposure have been studied. Fischer 344 rats were exposed for 2 hours to GSM 900, and sham exposed in our TEM-cells once a week for 13 months. After this they were studied for cognitive functions and compared to cage controls. Significant effects of exposure upon episodic memory function were demonstrated. The GSM-exposed rats had significantly impaired memory for objects and their temporal order of presentation ($p=0.02$). (Nittby et al. 2008a).

We have also performed micro-array analysis of brains from rats exposed alive to short term GSM both at 1,800 MHz and at 900MHz and have found significant effects upon gene expression of membrane associated genes as compared to control animals (Belyaev et al. 2006, Nittby et al. 2008b).

Most of our findings thus support that living organisms are affected by the non-thermal radio frequency fields. The fact that gene expression is significantly influenced may also support the recent epidemiological studies that indicate that long term exposure (10 years mobile phone use) increases the risk for developing tumours in the exposed brain hemisphere, both the benign vestibular schwannoma arising from the balance nerve and the highly malignant glioblastoma multiforme (Lönn et al., 2004; for a review see Kundi et al. 2004, Hardell et al. 2006a). Regarding the development of vestibular schwannoma, the relative risk seen ten years after the start of mobile phone use, was 1.9 (with confidence interval 0.9-4.1) (Lönn et al. 2004). When only tumours occurring at the same side of the head as the mobile phone had been normally used, the relative risk increased to 3.9 (with confidence interval 1.6-9.5). In a pooled analysis of case-controlled studies on malignant brain tumours, cumulative life use of > 2, 000 hours of mobile phoning revealed an odds ratio of 3.7 (confidence interval of 1.7-7.7) (Hardell et al. 2006b).

The mechanisms by which the EMFs may alter BBB permeability are not well understood. At low field strengths, the effects on body temperature are negligible and thus heating effects are not involved. A change in the physicochemical characteristics of membranes has been suggested as a cause (Shivers at al. 1987).

We have performed experiments to verify a quantum mechanical model for interaction with protein-bound ions. Our results show that controlled frequency and amplitude of ELF EM fields upon spinach plasma vesicles can steer transport over the membrane (Bauréus-Koch et al. 2003). This may be a first proof of a resonance phenomenon where appropriate levels of frequency and amplitude in the right

combination have the potency to communicate with the biology of membranes and transport systems.

Concluding remarks:

The mammalian BBB is anatomically the same in the human as the rat's brain. Enzymatic functions in the BBB may be different between the species, even if very little is known about this.

With a long series of significant effects of RF-EMF demonstrated in the animal models, it is my sincere belief, that it is more probable than unlikely, that non-thermal electromagnetic fields from mobile phones and base stations do have effects upon the human brain and finally I will try to answer the specific questions raised by the First Hellenic conference on the effects of non ionizing radiation May 2008:

Q: Can we extrapolate from animal or cell culture studies into effects on humans?
A: As stated above: More probable than unlikely.

Q. How harmful are the base stations when located near houses and schools.
A. If our results, which show effects at even less than 1mW/kg SAR value, are valid also for the human brain, even distances 100 m or more from the base station (in the beam from the tower) are not safe.

Q: Are the so called "safety levels" as suggested by ICNIRP and WHO really safe or does every country have to follow Salzburg's values of 0,2 volts/meter?
A: If our results, which show effects at even less than 1mW/kg SAR value, are valid also for the human brain, these "safety levels" are still not safe.

Q: Are there strong scientific evidence supporting the notion that long term exposure of people in eclectic field values below ICNIRP standards is dangerous for public health?
A: Very little scientific evidence is collected so far. But as we notified in Environmental Health Perspectives 2003: "If mobile communication, even at extremely low SAR values, causes the users´ own albumin to leak out through the BBB, which is meant to protect the brain, also other unwanted and toxic molecules in the blood, may leak into the brain tissue and concentrate in and damage the neurones and glial cells of the brain. It can not be excluded that this, (especially after many years intense use) may promote the development of autoimmune and neuro-degenerative diseases, and we conclude that the suppliers of mobile communication – and our politicians – have an extensive responsibility to support the exploration of these possible risks for the users and the society". (Salford et al. 2003).

Q. Are children in schools more susceptible to the effects of nearby masts even if they do not spend the whole day in school?
A: It is generally held that the young, developing brain is more vulnerable than the adult brain. Concerning the masts placed on the school houses, it should be kept in mind, that it is the directed beam from the mast that carries the microwaves and that in many instances, the beam is directed above the school houses and yard to reach mobile phone users at distance from the mast itself.

Q: What is the case with other sources of radiation including the wireless phones, the wifi computer communication, the metropolitan internet access wireless network, the power lines, the domestic appliances.
A: All these systems add to the microwave environment and produce SAR values that may be harmful if our and other scientist's results from in vitro and in vivo experiments in animals are translatable to humans.

Q: Are cell phones harmful and which precaution measures should we suggest that users should take and especially children?
A: Cell phones have been proven harmful to experimental animals. According to our opinion, it is reasonable to believe that the results can be translated to the human situation – even if this is not proven!
Therefore we believe that the use of mobile phones and other microwave producing devices should be minimized as much as possible. The good old telephones working through electrical cords should if possible be spared! The use of hands-free devices reduces the SAR values reaching the brain – but it should be remembered that the values of 1mW/kg which reach the most central portion of the human brain when the mobile phone antenna is held 1.5 cm from the head, by the use of a hands-free kept 1 meter away, still reaches into the brain, but now more superficial areas!

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